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Annexe 1.a.

Employment contract

The board of [name of legal entity], hereafter referred to as the employer,
established at [town/city],

and

name [given name and surname]
hereafter referred to as the employee,
born at [place of birth]
on [date of birth]
residing at [place of residence]

hereby declare that they have agreed as follows.

The employee will take up the job of... at

1. [school and address of school], with an FTE of [proportion of a standard full-time post rounded to four decimal places].

Or

If the employee works at several schools, complete the following fields, distributing the FTE among the schools/institutions.

2. The employee will be deployed at several schools [names and addresses of schools] with an FTE of [proportion of a standard full-time post rounded to four decimal places].

The employment contract is:

- a. open-ended, as of [date]
with/ no probationary period/ a probationary period of¹
- b. fixed-term from [date] to [date]

Grounds for awarding a fixed-term contract:²

- first fixed-term employment contract with the prospect of an open-ended employment contract;
- a reason other than the above, i.e.
 - a. fixed-term from [date] in connection with ...

¹ Delete where applicable

² Tick where applicable

b. substitution for [name] during their period of absence from employment to [date] at the latest.

The employee will be placed in the appropriate salary scale for the job [scale and level] (where applicable).

Possible additional provisions:³

- This agreement is being entered into in connection with a new employment contract with the employer.
- This fixed-term employment contract is a prolongation of a fixed-term contract already entered into for the period from [...] to [...]
- This employment contract replaces the previous contract and the conditions attached to it, dated ... (... model)⁴

Incorporation of the CAO

The provisions of the current collective labour agreement (CAO) for secondary education, including all subsequent additions and amendments, are applicable to this employment contract.

Agreed and signed in duplicate at [town/city] on [date].

Employee [name and signature]

Employer [name and signature]

³ Tick and where necessary fill in what is applicable

⁴ Tick and where necessary fill in what is applicable

Annexe 1.b.

Trainee teacher employment contract

The board of [name of legal entity], hereafter referred to as the employer,
established at [town/city],

and

name [given name and surname]
hereafter referred to as the employee,
born at [place of birth]
on [date of birth]
residing at [place of residence]

hereby declare that they have agreed as follows.

The employee will take up the job of trainee teacher (LIO)

at [school and address of school], with an FTE of...

This employment contract is fixed-term, for the period
from [date] to [date]

The employee will be placed in the appropriate salary scale
for the job [salary scale and level] (where applicable)

Incorporation of the CAO

The provisions of the current collective labour agreement (CAO) for secondary education,
including all subsequent additions and amendments, are applicable to this employment contract.

Agreed and signed in duplicate at [town/city] on [date].

Employee [name and signature]
Employer [name and signature]

Annexe 2.

Model training and employment contract for trainee teachers

Parties:

[Name of teacher training institution], established at
[town/city], represented by [name],

Hereafter referred to as the teacher training institution

and [name of teaching
practice school], established
at [town/city],
represented by [name], hereafter
referred to as the teaching practice
school

and [name of student], [student id number]
hereafter referred to as the trainee teacher,

Considering that they wish to work together to train and employ trainee teachers,
that a scheme needs to be set up for teaching practice as an essential component of
teacher training and that they wish to establish the outlines of future cooperation,
have agreed the following for the period from [date] to [date].

Article 1

The trainee teacher will draw up a training and employment plan setting out the
learning and work activities that they will undertake during teaching practice. They
will draft this plan in consultation with the teacher training institution and the
teaching practice school prior to starting teaching practice.

The training and employment plan will be attached as an annexe to this training and employment
contract.

Article 2

The teaching practice school and the teacher training institution will provide the
trainee teacher with sound guidance, with regular dialogue. Agreements on this will
set down in the training and employment plan.

The competent authority of the teaching practice school will appoint the trainee
teacher in accordance with the provisions of article 9.7. of the collective labour
agreement for secondary education (CAO VO).

Article 4

If during their period of teaching practice illness and/or other circumstances have
prevented the trainee teacher from fulfilling the training requirements, parties will
hold consultations to determine how the trainee teacher can acquire the number of

course credits required by the teacher training institution.

Article 5

The teaching practice school will provide:

- access to the school for the trainee teacher's supervisor;
- interim and final assessments of the trainee teacher's performance during their teaching practice.

Article 6

The teacher training institution will provide:

- guidance for the trainee teacher's mentor;
- the necessary information to enable the trainee teacher to do their job.

Article 7

Further agreements between the teacher training institution, the teaching practice school and the trainee teacher on the activities to be performed in the framework of this training and employment contract will be attached as an annexe to it.

Article 8

Without prejudice to provisions included elsewhere in this contract, the training and employment contract will end:

- on expiry of the term specified in this training and employment contract;
- by mutual agreement;
- by written notification by one of the parties, specifying the date on which the contract will be terminated, if one of the parties is of the opinion that the teacher training institution, the teaching practice school or the trainee teacher has failed to comply with the requirements;
- if such circumstances arise that the teaching practice school, the teacher training institution or the trainee teacher cannot reasonably be expected to continue the training and employment contract.

Article 9

The following definitions will apply to this contract:

Trainee teacher (LIO): a student in the final year of secondary teacher training, as referred to in section 33 of the Secondary Education Act, with whom a training and employment contract has been concluded.

Training and employment contract: a contract comprising an employment contract as referred to in article 1.1. of the CAO VO, and a training contract concluded by the trainee teacher, the institution that has appointed the trainee teacher and the teacher training institution at which the trainee teacher is enrolled.

Teaching practice: the period during which the trainee teacher is appointed at an institution as referred to in article 1.1. of the CAO VO.

Supervisor: the teacher at the teacher training institution responsible for supervising the trainee teacher during their teaching practice at the teaching practice school.

Mentor: the teacher at the teaching practice school responsible for supervising the trainee teacher on-site during their teaching practice.

Training and employment plan: a plan drawn up by the trainee teacher in which, in consultation with the teacher training institution at which the trainee teacher is enrolled and the competent authority of the institution that has appointed the trainee teacher, they identify the training and work activities they will perform during their period of teaching practice.

Agreed,
For the competent authority of the teaching practice
school:
For the competent authority of the teacher training
institution:

Trainee teacher

[Town/city]

[Date]

Annexe 3.

Relocation costs regulations

A. Definitions not included in article 1.1 of this CAO VO

Official trip

A trip other than a trip referred to in this annexe at G taken within or outside the location at the request of the employer.

Spouse

The person to whom the employee is married or the employee's partner as referred to in the Registered Partnerships Act (*Wet geregistreerd partnerschap*) (Bulletin of Acts and Decrees 1997, 324).

Annual remuneration

The remuneration or sum of remunerations in the month in which the employee relocates, up to the remuneration for a full-time post,

- a. multiplied by the holiday allowance percentage, taking account of the minimum amount; and
- b. where applicable, raised by any allowance received in that month under the Enhanced Unemployment Benefit (primary, secondary and vocational school staff and staff at schools for adult education) Decree (BBWO) and corresponding schemes under the auspices of the minister; and
- c. multiplied by the factor 12.

Building

The place where the employee works.

Place of work

The building where the employee does most of their work. If the employee does the same amount of work in several buildings at the same location, the building nearest their home will be regarded as their place of work. If the employee's work covers a more or less extensive geographical area or region, the place designated by the employer is the place of work.

Location

The municipality or separate district of the municipality in which the employee does most of their work. If the employee does the same amount of work in several municipalities: the municipality or district nearest to their home. .

Relocation

Change of location on the instructions of the employer.

Home

The employee's address according to the Population Register.

B. Entitlement to a moving expenses allowance

1. To be eligible for an allowance, the employee must be moving house in connection with their work.
2. This may be taken as read in the following two situations:
 - The employee is going to live within a distance of 10 kilometres to his place of work, while he previously lived more than 10 kilometres from his place of work;
 - By moving house, the employee will cut the distance between his home and his place of work (using the most usual route) by at least 50%, being 10 kilometres or more.
3. The moving expenses allowance will be awarded on condition that the employee has stated in advance, in writing that:
 - a. they are aware of the reimbursement regulations set out in this annexe at F; and
 - b. their employment contract is open-ended or, if fixed-term, for at least a year with the prospect of an open-ended employment contract.

C. No entitlement to a moving expenses allowance

1. Employees are not entitled to a moving expenses allowance unless they move house within two years of the date on which they were appointed.
2. Employees moving house in connection with their relocation are not entitled to a moving expenses allowance unless they move house within two years of the date on which they were relocated.

D. Size of the moving expenses allowance

1. The moving expenses allowance comprises:
 - a. An allowance for the expenses incurred by the employee for the transport of baggage and household effects and of their family members to their new dwelling, including the costs of packing and unpacking, and the travel associated with viewing the property, as well as the costs of temporarily maintaining two dwellings to a maximum of €2,500;
 - b. A lump sum payment of 12% of the annual remuneration, with a minimum of €1,820 and a maximum of €5,445 to cover all other costs directly related to the move.
2. The employer sets the allowance referred to in paragraph 1a. on the basis of a

statement of expenses submitted by the employee, accompanied by the relevant receipts.

E. Concurrence of moving expenses allowances

1. If a family moves house and both spouses are entitled to a moving expenses allowance under these regulations, each spouse will receive half of the allowances referred to in this annexe under D 1a and b.
2. If a family moves house and one of the spouses is entitled to a moving expenses allowance under these regulations and the other spouse to allowances from another source, the employee will be entitled to an allowance to top up the allowances received from the other source to the level they would receive under these regulations.

F. Reimbursement of the moving costs allowance

1. Employees awarded a moving costs allowance are required to reimburse all or part of the monies received if their employment contract is terminated either at their request or due to facts and circumstances for which they may be held responsible, unless the contract is terminated three years or more after the date on which the allowances were paid to the employee.
2. If an employee is required to reimburse the allowance under the provisions of paragraph 1 above, the amount to be reimbursed will be calculated using the formula $P/36 \times$ the amount awarded. In this case P is 36 minus the number of whole months between the date on which the allowance was awarded and the date on which the employment contract was terminated.

G. Entitlement to a travel allowance

1. Employees are entitled to a travel allowance for the costs of commuting, provided the distance from their home to their place of work is eight kilometres or more one-way. The allowance is €0.19 per kilometre.
2. The allowance referred to in paragraph 1 will be awarded for the entire distance up to 25 kilometres one-way. As of 1 January 2026, this allowance will be awarded for the entire distance up to 35 kilometres one-way.
3. The provisions of paragraph 2 notwithstanding, employees in their first year of employment will also receive an allowance for commuter travel in excess of 25 kilometres one-way. The allowance for these excess kilometres will be no more than the costs of a second class season ticket for the journey on public transport. As of 1 January 2026, employees in their first year of employment will receive an allowance for commuter travel in excess of 35 kilometres one-way. The allowance for these excess kilometres will be no more than the costs of a second class season ticket for the journey on public transport.
4. The employer is responsible for calculating the distance between employees' homes and places of work, on the basis of a journey planner approved by the Tax Administration.
5. The allowances for employees who work in several buildings at various distances from their home, will be calculated by building.
6. The allowance referred to in paragraphs 1, 2 and 3 will be paid on a monthly basis.
 - a. For employees employed all year, the allowance will be calculated on the basis of the following formula:
 - i management and teacher job category:
 $\text{kms one-way} \times 2 \times \text{travel days a week} \times 13/3 \times €0.17 \times 10/12;$

- ii support staff job category:
kms one-way x 2 x travel days a week x 13/3 x € 0.17 x 11/12.
- b. For employees employed for part of the year, the allowance will be calculated on the basis of actual travel days per month.

Explanatory note:

The factor 2 is included with a view to the outward and homeward journey, the factor 13/3 because not every month is exactly four weeks and the factors 10/12, and 11/12 respectively because holiday arrangements differ between job categories. This is a standardised allowance. If the employer also wants to make use of netting arrangements, they will have to submit, on request, an actual overview of kilometres travelled.

H. Proportional reduction in the travel allowance

1. If over a consecutive period of more than a week, an employee did not commute for reasons other than taking holiday leave, their travel allowance will be reduced proportionately from the second week..
2. If, due to the date on which they entered or left employment, an employee commuted at least once a week for only part of the month, the travel allowance will be set proportionately.

I Entitlement to an allowance for board and lodging

1. Employees who, on moving house, would be eligible for a moving costs allowance and who, in the employer's opinion, are not able to commute on a daily basis, are entitled to an allowance for board and lodging for the first year from the date on which they were appointed.
2. The allowance referred to in paragraph 1 amounts to 90% of actual costs incurred for board and lodging, to a maximum of €352.67 a month (on 1 March 2003). Employees are also entitled to a travel allowance to cover the costs of a weekly journey to their place of residence.

J Entitlement to an allowance for travel and accommodation costs during official trips

1. The employer will award employees on official trips an allowance to cover the travel and accommodation costs they incur.
2. As a rule, allowances for official trips are based on travel by second class public transport. An allowance for travel by car is permitted, provided the employer has received authorisation for this.
3. If authorisation has been given for travel by car, the employee is entitled to an allowance for number of kilometres travelled, based on the following table.

Kilometres travelled per year	Gross allowance per kilometre
1 – 10,000	€0.28
10,001 – 20,000	€0.21
20,001 and over	€0.19

4. For the day or days on which the employee is on an official trip, the travel allowance received by the employee under the provisions specified at G of this

annexe will be deducted from the allowance for the official trip, insofar as the journey from their home to their place of work and vice versa coincide with the official trip.

5. Accommodation costs will be reimbursed on the basis of a statement of expenses and relevant receipts submitted by the employee. The employer may set a maximum, in consultation with the participation council or joint participation council staff representatives.

J. Applications for and award of allowances

1. Employees should submit an application to the employer for a moving expenses allowance as soon as possible, but within six months of the removal at the latest.
2. Applications for a travel allowance or an allowance for board and lodging should in principle be submitted to the employer in the same calendar year, but no later than the January of the following year.

Annexe 4.

Public and religious holidays

Public holidays

New Year's Day
Christmas Day and Boxing
Day
Easter Monday
Ascension day
Whit Monday
27 April, the King's
Birthday
5 May, National holiday

Other religious holidays⁵

Hindu holidays:

Divali
Holi

Jewish holidays:

Rosh Hashanah
Yom Kippur
Sukkot
Shemini Atzeret
Pesach
Shavuot

Islamic holidays:

Eid al-Fitr
Eid ul-Adha

⁵ The entitlement based on Article 15.1 paragraph 2w is to a total of 2 days. This list is exhaustive.

Annexe 5.

Leave saving scheme in secondary education

The articles below contain restrictions arising from the provisions of current tax legislation. As soon as these are amended, the parties should immediately enter into consultations on amendments to the articles in question.

A. Participation

1. Target group

The leave saving scheme is applicable to every employee appointed by the competent authority, on both open-ended and fixed-term employment contracts. However, this scheme is not applicable to employees appointed:

- a. to substitute temporarily for absent employees;
- b. to fill a vacancy for a period of six months or less.

2. Staff of schools for secondary special education (SVO)

The CAO VO and thus this leave saving scheme is applicable to staff from schools for secondary special education (for children with learning and behavioural difficulties) in the event of the school's conversion to a Special Educational Needs Centre (OPDC), or merger with a secondary school. Leave saved in special education under the scheme for primary education may be transferred to secondary education provided it is accompanied by an adequate value transfer to the employer.

3. Scope

Employees may save no more than 60 clock hours' leave a year, regardless of contracted working hours. For teachers, this is equivalent to one 50-minute period a week, unless a different arrangement has been made.

The employer may raise the maximum in consultation with the participation council or joint participation council staff representatives.

B. Conditions for participation

1. Displacement

Granting the opportunity to save leave may in no way lead either directly or indirectly to benefits under the Enhanced Unemployment Benefit (primary, secondary and vocational school staff and staff at schools for adult education) Decree (BBWO) or the Redundancy scheme for secondary school staff (Wovo).

2. Concurrence with age-related leave referred to in articles 7.2 and 7.4.

Employees who in any year take up age-related leave as referred to in articles 7.2 and 7.4 are not entitled to save leave in that school year.

3. Individual interests versus the school's interests

In deciding to grant the opportunity to save leave, the employer will weigh individual interests against those of the school, i.e. in any event interests relating

to staffing and organisation. The employer will notify the employee of their decision in writing, giving reasons.

C. Conditions for saving leave

1. Term

Prior to saving leave, employees will consult with the competent authority to set the term in which leave will be saved. In principle, this term will begin at the start of a school year and end at the end of a school year. Employees may only start saving leave in the course of a school year if they have started a new job and have already taken up leave saved under a leave saving scheme. They must also meet the conditions for participation in the scheme listed in this annexe at B.

2. Minimum term

The minimum term for saving leave is four years

3. Maximum term

The maximum term for saving leave is 12 years.

4. Suspension due to unforeseen circumstances

The employer and employee may decide to suspend leave saving during the agreed term, in connection with unforeseen circumstances, though not in connection with cuts to the staff establishment as referred to in this annexe under article C 5 below. They may do so once only. Suspension may not take place in the course of a school year. The same conditions for participation referred to in this annexe at B apply to resumption of leave saving after suspension. The employer may depart from the above provisions if they lead to unfair treatment of the employee.

5. Suspension due to cuts to the staff establishment

If due to falling student numbers, staff have to be made redundant, the employer may consult with an employee on suspension of the agreed term for saving leave, or with the trade unions on a collective suspension of the leave saving scheme. Saving may be resumed once the need for its suspension – in terms of the staff establishment – has disappeared.

6. Extension of the term for saving leave

With due regard for the maximum term, the employer and employee may decide to extend the agreed term for saving leave.

D. Conditions for taking up leave

Leave saved may be taken up in two ways:

1. Sabbatical leave

The employee takes all the leave they have saved for a career break of at least 240 consecutive hours.

Sabbatical leave for teaching staff

To determine the length of the sabbatical leave in terms of weeks or parts of weeks, the number of clock hours saved is divided by 36.86 for a full-time post. The sabbatical leave is not suspended during holidays or public holidays.

The employee will complete their remaining annual contracted working hours during that part of the school year in which they are not on sabbatical leave. In allocating teaching time to the employee during this period, their maximum directed hours will be applied proportionately.

Sabbatical leave for support staff

To determine the length of the sabbatical leave in terms of weeks or parts of weeks, the number of clock hours saved is divided by the contracted weekly working hours applicable to the employee in the year in which they take up the leave. The sabbatical leave is suspended during school holidays and public holidays.

2. Age-related leave

Employees aged 52 and older may take up the leave in the form of a reduction of their weekly working hours of at least 60 clock hours per school year, regardless of contracted working hours. This leave, possibly in combination with the leave referred to in article 7.4., should be spread evenly over the school year.

3. Start date

The date on which leave starts will be determined in consultation between the employer and the employee. In principle, leave will be taken in the school year immediately following the year in which the agreed term for saving leave ends. The employee and the competent authority may agree a later date. However, entitlement to leave will lapse unless the period of leave starts no later than the third school year following the year in which the agreed term ends.

4. Restriction to taking leave

The condition, as elaborated in the 2003 Order implementing salaries tax, that the employee must have completed at least 50% of their contracted weekly working hours in the period prior to taking leave applies only to leave taken immediately before retirement or early retirement.

E. Exceptional circumstances

1. Sick leave

- a. The following applies to saving leave during sick leave:
 - i Employees on leave or partial leave due to sickness or incapacity will continue to save leave for the period of a year from the calendar month in which they were first incapacitated.
 - ii The period set at a. lapses if the employee has been fully able to work for at least four weeks.
 - iii Employees who resume their duties in full after the period set at a. will be able to continue saving leave from the first day of the calendar month following the last day of the first four weeks on which they were fully able to work.
- b. The following conditions apply to taking up leave saved under the leave

saving scheme during sick leave:

- i If an employee is on sick leave or partial sick leave on the date on which they are due to take up leave saved under the leave saving scheme, this leave will be suspended.
- ii In the event of sickness or partial incapacity while taking leave saved under the leave saving scheme, this leave will be suspended after four weeks for the number of clock hours taken on sick leave. After four weeks, the employee will only take leave for the number of hours for which they are able to work. Claim on the leave balance will be adapted accordingly.

2. Long-term special leave

During a period of full, long-term special leave, no leave will be saved. During a period of partial special leave, leave will continue to be saved. Employees taking partial special leave must use leave saved under the leave saving scheme for any leave that cannot be deemed special.

3. Dismissal/resignation

a. Resignation

If an employee resigns to take up an appointment elsewhere or is dismissed in connection with the disbandment of an institution or post, they may choose one of the following three (mutually exclusive) options, in consultation with their employer.

- i They will take the leave prior to termination of their contract, regardless of whether they have completed the minimum term for saving leave.
- ii They may request transferral of the current value in money of their leave balance to their new employer, on condition that the new employer operates a leave saving scheme. The transferral takes place on the basis of the standard amounts listed in this annexe at I. Transferral between employers in secondary education takes place under retention of the full leave balance in hours.
- iii They may receive payment of a sum of money determined by multiplying the number of hours' leave by the employee's monthly salary and dividing the result by 160.

b. Dismissal

Employees dismissed for reasons other than those cited under the provisions of article 10.6. paragraph 2 or article 10.3. paragraph 4 of the CAO VO will be paid a sum of money. This sum of money is determined by multiplying the number of hours' leave by the monthly salary and dividing the result by 138.

F. Death or dismissal due to continued total incapacity to work due to illness or disability

On the death of an employee, or their continued total incapacity to work due to illness or disability, a standardised sum of money will be paid. The gross value in money (including employer's contributions) is equivalent to 70% of the current value in money of the leave balance (see the provisions of this annexe at I). In the event of dismissal due to partial incapacity to work, the leave entitlement will remain, proportionate to the employee's capacity to work, if they are appointed or reappointed by their employer. In the event of dismissal and reappointment with another employer, employees are entitled to choose one of the options listed in article E.3. ii and iii of this annexe.

G. Application procedure

1. Application to save leave

Employee

By 1 February, employees are required to notify their employer of their wish to take part in the leave saving scheme as of the following school year. They must indicate the term in which they wish to save leave. The competent authority screens the application for compliance with the requirements and conditions and informs the employee of their decision as soon as possible, but before 1 May.

Employer

The employer keeps a record of the hours' leave saved by the employee in each school year.

Extension of the term

By 1 February of the final school year of the agreed term, the employee may notify the employer of their wish to extend this term.. The competent authority screens the application for compliance with the requirements and conditions and informs the employee of their decision as soon as possible, but before 1 May.

2. Application to take up leave saved under the leave saving scheme

Employee

Once the agreed term for saving leave has expired, the leave may be taken in the form of sabbatical leave or age-related leave.

Sabbatical leave

By 1 February of the school year preceding the school year in question, employees will notify their employer of their wish to use their leave balance for sabbatical leave. The competent authority screens the application for compliance with the requirements and conditions and informs the employee of their decision as soon as possible, but before 1 May.

Age-related leave

By 1 February of the school year preceding the school year in question, employees will notify their employer of their wish to use their leave balance for age-related leave. In applying for supplementary age-related leave, employees are required to indicate:

- a. number of hours per year, with due regard for the standard minimum norm;
- b. how they wish to plan the leave throughout the school year. The competent authority screens the application for compliance with the requirements and conditions and informs the employee of their decision as soon as possible, but before 1 May.

H. Reservation of resources

The employer will reserve funds for each employee to cover the costs of re-allocating hours' leave.

I. Standardised amounts

To determine the current value in money of the leave balance in the event of a transfer, the employer must apply the following standardised amounts. These are related to:

1. The salary scale applicable to the employee at that time;
2. A top-up percentage determined by the employer's contribution.

These standard amounts will be adapted every three years in accordance with wage trends. The current value in money is determined by multiplying number of hours' leave by the standardised amount applicable to the employee.

Amounts as of 1 January 2025

Support staff and management				Teachers	
Scale	Amount per hour (€)	Scale	Amount per hour (€)	Scale	Amount per hour (€)
1	25	9	45	LB	49
2	26	10	49	LC	58
3	28	11	58	LD	66
4	29	12	66	LE	72
5	31	13	72		
6	32	14	78		
7	35	15	86		
8	40	16	94		

J. Supplementary facilities

Study facilities

If the employee uses their leave to undergo training in the interests of their functioning within the organisation, the employer will contribute to the costs. The employer will set up a scheme to this end in consultation with the participation council or joint participation council staff representatives.

Annexe 6.

Social Charter

1. The employer will pursue a policy, approved by the participation council or joint participation council staff representatives, geared to promoting employment opportunities, career prospects and voluntary mobility.
2. Employees with an open-ended employment contract may not be dismissed for reasons relating to the staff establishment as set out in article 10.6. paragraph 2 a of this CAO unless the provisions set out in paragraphs 3 to 5 below are complied with.
3. If on the basis of the continuity section of the annual report for the year t-1 and resultant multi-year policy on the staff establishment, including its nature, level and size over the school years t/t+1 to t+2/t+3, the employer foresees the emergence of problems in terms of both quality and quantity, resulting in the possibly unavoidable dismissal of one or more employees as referred to at 2 in the school year t+3, they may invite the trade unions for talks. In consultation with the trade unions, the employer will draw up a plan of approach to tackle these problems. Any remaining dismissals will take place within the schedule set out in the plan of approach, but no sooner than one year after the employer has reached agreement with the trade unions on a progressive social plan.
4. The aim of the social plan is to step up policy on and avoid staff dismissals wherever possible, and where this is not possible to present employees with optimum alternative employment opportunities. Designation of employees as supernumerary who on expiry of the social plan are at risk of dismissal will take place on the basis of objective criteria agreed with the trade unions within the framework of the social plan. Seniority will, in any event, be among these criteria.
5. If a situation arises as described in paragraph 3, dismissal referred to at 2 may not take place until two years after agreement has been reached with the trade unions on the social plan.
6. If during their talks the employers and the trade unions arrive at the conclusion that the situation is urgent, they may decide to depart from the provisions set out in paragraphs 2 to 5.

Annexe 7.

Facilities for participation under article 20.4 paragraph 3

1. With due regard for the provisions of this annexe, the employer will make facilities available to the participation council or joint participation council staff representatives.
2. The time spent in participation council meetings with the employer are part of contracted working hours.
3. The employer will earmark a number of hours per year, to be decided in consultation with the participation council or joint participation council staff representatives, to be included in contracted working hours with retention of salary, enabling them to meet and hold talks with other individuals on matters affecting them in the performance of their duties, and to acquaint themselves with working conditions within the organisation.
4. The employer will enable the participation council or joint participation council staff representatives to consult individuals working at the institution, and will enable these individuals to cooperate with them, insofar as this may be deemed necessary for the performance of their duties.
5. The employer is required to provide participation council or joint participation council staff representatives with the opportunity to undergo the training needed to fulfil their task. In consultation with them, the employer will earmark part of their annual contracted working hours, with retention of salary, for this purpose. Each staff representative is entitled to five days a year for training.
6. While this CAO is in force, the number of hours referred to in paragraph 3, and the part of the annual contracted working hours referred to in paragraph 5, will be no fewer than 100 clock hours per year for a participation council staff representative and 160 hours for a staff representative who is also a member of the joint participation council. If the chair of the participation council is a member of staff, they will be entitled to an additional 150 clock hours. The secretary and treasurer, if they are members of staff, will be entitled to 50 additional clock hours each.
7. The facilities referred to in paragraph 6, will be made available in their entirety to the participation council and joint participation council staff representatives, who will themselves decide on their allocation.
8. The facilities referred to in paragraphs 2 and 6 will be awarded cumulatively.
9. All reasonable costs incurred by the participation council or joint participation council staff representatives in fulfilling their tasks will be payable by the employer.
10. In consultation with the participation council or joint participation council staff representatives, the employer may allocate a given amount to cover the costs they will incur in any year, insofar as they are not related to the provisions of paragraphs 3 and 5, which staff representatives may spend at their own discretion. Any costs incurred over and above this amount will only be payable by the employer with their consent.
11. The participation council and joint participation council staff representatives issue an annual financial statement accounting for expenditure of the funds made

available by the employer pursuant to paragraphs 2 and 6.

Annexe 8.

Calculation methods

1. **Support staff scale 10 harmonisation allowance under article 3**

In connection with the harmonisation of scale 10 with the salary scale for LB teachers, an allowance will be awarded in some situations. This allowance will also influence the following bonuses and allowances;

- A. End-of-year bonus (article 3.5)
- B. Holiday allowance (article 3.6)
- C. Death benefit (article 12.7)
- D. Anniversary bonus (article 12.8).

Deductions will be made in any event on the basis of the following: provisions on non-accumulation of salary, suspension, strikes, paid and unpaid parental leave and partial or full unpaid special leave, not under the terms of the redundancy scheme for secondary school staff (Wovo). No deductions will apply to staff members taking 170 hours' age-related leave. For staff members taking 340 hours' age-related leave, no deductions will apply to the first 170 hours, but only to the remaining 170 hours.

2. **End-of-year bonus, article 3.6.**

The calculation method is as follows:

$BG \times \text{percentage}$

BG = the basis for the calculation, with $BG = BS - BK$, with:

BS = gross salary including monthly top-up allowance (gross monthly benefit payments under the Redundancy scheme for secondary school staff (Wovo)

BK = Deductions per month from the gross salary, i.e. as a result of:

- Provisions on non-accumulation of salary;
- suspension;
- strikes;
- partial or full unpaid special leave;
- paid and unpaid parental leave.
- tax measures;
- application of the Wovo.

Deductions related to absence due to sickness longer than 12 months (article 4 of the Secondary education sickness and Invalidity scheme (Zavo) will not be regarded as a deduction from gross salary).

The result per month will be rounded to two decimal places.

3. October allowance

The October allowance will be built up by month on the basis of the following formula:

$$OOTV = OTV / 12 \times ((BS - BK) / BS) \times FTE$$

Key:

OOTV = October allowance
built up by month for a full-time
job

OTV = October allowance as
annual bonus for a full-time job

BS = gross salary per month

WTK = PPA

BK = Deductions per month
from the gross salary, i.e. as a
result of:

- provisions on non-
accumulation of salary;
- suspension;
- strikes;
- partial or full unpaid special
leave;
- paid and unpaid parental
leave.

No deductions will apply to staff members taking 170 hours' age-related leave. For staff members taking 340 hours' age-related leave, no deductions will apply to the first 170 hours, but only to the remaining 170 hours.

Deductions related to over 12 months' absence due to sickness (article 4 of the Secondary education sickness and invalidity scheme (Zavo) will not be regarded as gross deductions.

Effects

VU = holiday allowance

EJU = end-of year bonus
 JG = anniversary bonus
 OU = death benefit
 Zavo = Secondary education sickness and invalidity scheme
 JI = annual income from the ABP pension fund

Effects on base for	VU	EJU	JG	OU	Zavo	JI
Salary	yes	yes	yes	yes	yes	yes
Top-up allowance (art. 24.2.)	yes	yes	yes	yes	yes	yes
End-of year bonus (3.5)	no	no	no	no	yes	yes
Holiday allowance (3.9.)	no	no	yes	yes	yes	yes
Compensation (6.3./6.4.)	yes	yes	yes	yes	yes	yes
Allowance (12.9.)	yes	yes	yes	yes	yes	yes
Bonuses (12.8., 12.9.)	no	no	no	no	no	no
Emergency service allowance (18.7. paragraph 4)	no	no	no	no	no	yes
Emergency service allowance (18.6. paragraph 4)	no	no	no	no	no	yes

Annexe 9.

Salary

A Salary scales for teachers

Spine point	LB 01-11-2025	LC 01-11-2025	LD 01-11-2025	LE 01-11-2025	LIO 01-11-2025
1	3,622	3,644	3,659	4,695	1,829
2	3,710	3,817	3,874	4,870	
3	3,821	4,015	4,125	5,025	
4	3,933	4,213	4,376	5,341	
5	4,046	4,409	4,627	5,691	
6	4,185	4,629	4,910	6,011	
7	4,348	4,873	5,225	6,329	
8	4,533	5,138	5,577	6,649	
9	4,742	5,427	5,960	6,969	
10	4,975	5,740	6,378	7,287	
11	5,234	6,074	6,828	7,605	
12	5,520	6,432	7,313	8,065	

Key: LB = new teacher
 LC = experienced teacher
 LD = experienced teacher with special skills
 LE = experienced teacher with outstanding skills
 LIO = trainee teacher

Spine point	LB	LC	LD	LE	LIO
	01-11-2026	01-11-2026	01-11-2026	01-11-2026	01-11-2026
1	3,665	3,688	3,703	4,752	1,851
2	3,754	3,863	3,921	4,928	
3	3,867	4,063	4,174	5,086	
4	3,980	4,264	4,428	5,405	
5	4,094	4,462	4,682	5,760	
6	4,235	4,685	4,968	6,083	
7	4,400	4,931	5,288	6,405	
8	4,587	5,200	5,644	6,729	
9	4,799	5,492	6,031	7,052	
10	5,035	5,809	6,454	7,374	
11	5,296	6,147	6,910	7,696	
12	5,586	6,509	7,401	8,162	

B. Salary scales for support staff/management

Scale 1		Scale 2		Scale 3		Scale 4		Scale 5		Scale 6	
01-01-2025		01-11-2025		01-11-2025		01-11-2025		01-11-2025		01-11-2025	
no	Sal.	no	Sal.	n o	Sal.	no	Sal.	no	Sal.	no	Sal.
1	2,416	1	2,458	1	2,496	1	2,524	1	2,551	1	2,672
2	2,471	2	2,519	2	2,574	2	2,598	2	2,637	2	2,766
3	2,525	3	2,580	3	2,651	3	2,673	3	2,723	3	2,859
4	2,580	4	2,641	4	2,729	4	2,748	4	2,810	4	2,953
5	2,634	5	2,702	5	2,806	5	2,822	5	2,896	5	3,047
6	2,689	6	2,764	6	2,884	6	2,897	6	2,982	6	3,141
7	2,743	7	2,825	7	2,961	7	2,971	7	3,068	7	3,235
		8	2,886	8	3,039	8	3,046	8	3,154	8	3,329
				9	3,116	9	3,121	9	3,240	9	3,422
						10	3,195	10	3,326	10	3,516
						11	3,270	11	3,412	11	3,610

Scale 7		Scale 8		Scale 9		Scale 10		Scale 11		Scale 12	
01-11-2025		01-11-2025		01-11-2025		01-11-2025		01-11-2025		01-11-2025	
no	Sal.	no	Sal.	no	Sal.	no	Sal.	no	Sal.	no	Sal.
1	2,798	1	3,022	1	3,326	1	3,326	1	3,644	1	3,659
2	2,902	2	3,152	2	3,496	2	3,659	2	3,817	2	3,874
3	3,005	3	3,281	3	3,835	3	3,835	3	4,015	3	4,125
4	3,109	4	3,411	4	4,030	4	4,030	4	4,213	4	4,376
5	3,212	5	3,541	5	4,201	5	4,201	5	4,409	5	4,627
6	3,316	6	3,671	6	4,371	6	4,371	6	4,629	6	4,910
7	3,419	7	3,800	7	4,534	7	4,534	7	4,873	7	5,225
8	3,523	8	3,930	8	4,695	8	4,695	8	5,138	8	5,577
9	3,626	9	4,060	9	4,870	9	4,870	9	5,427	9	5,960
10	3,730	10	4,190	10	5,025	10	5,025	10	5,740	10	6,378
11	3,833	11	4,320			11	5,185	11	6,074	11	6,828
12	3,937	12	4,449			12	5,341	12	6,432	12	7,313
						13	5,520				

Scale 13		Scale 14		Scale 15		Scale 16		Scale 17	
01-11-2025		01-11-2025		01-11-2025		01-11-2025		01-11-2025	
No	Sal.	no	Sal.	no	Sal.	no	Sal.	no	Sal.
1	5,691	1	6,517	1	6,841	1	7,416	1	8,036
2	5,889	2	6,681	2	7,004	2	7,621	2	8,253
3	6,088	3	7,004	3	7,209	3	7,828	3	8,478
4	6,285	4	7,209	4	7,621	4	8,253	4	8,984
5	6,483	5	7,416	5	7,828	5	8,478	5	9,270
6	6,682	6	7,621	6	8,036	6	8,708	6	9,562
7	6,879	7	7,828	7	8,253	7	8,984	7	9,868
8	7,076	8	8,036	8	8,478	8	9,270	8	10,179
9	7,274	9	8,253	9	8,708	9	9,562	9	10,503
10	7,471	10	8,478	10	8,984	10	9,868	10	10,839
11	7,670	11	8,708	11	9,270	11	10,179	11	11,182
12	7,867			12	9,562	12	10,503	12	11,537
13	8,065								

Scale 1		Scale 2		Scale 3		Scale 4		Scale 5		Scale 6	
01-11-2026		01-11-2026		01-11-2026		01-11-2026		01-11-2026		01-11-2026	
no	Sal.	no	Sal.	no	Sal.	no	Sal.	no	Sal.	no	Sal.
1	2,445	1	2,487	1	2,526	1	2,554	1	2,582	1	2,704
2	2,500	2	2,549	2	2,605	2	2,629	2	2,669	2	2,799
3	2,555	3	2,611	3	2,683	3	2,705	3	2,756	3	2,894
4	2,611	4	2,673	4	2,761	4	2,780	4	2,843	4	2,989
5	2,666	5	2,735	5	2,840	5	2,856	5	2,930	5	3,084
6	2,721	6	2,797	6	2,918	6	2,932	6	3,018	6	3,179
7	2,776	7	2,859	7	2,997	7	3,007	7	3,105	7	3,274
		8	2,920	8	3,075	8	3,083	8	3,192	8	3,368
				9	3,154	9	3,158	9	3,279	9	3,463
						10	3,234	10	3,366	10	3,558
						11	3,309	11	3,453	11	3,653

Scale 7		Scale 8		Scale 9		Scale 10		Scale 11		Scale 12	
01-11-2026		01-11-2026		01-11-2026		01-11-2026		01-11-2026		01-11-2026	
No	Sal.	no	Sal.	no	Sal.	no	Sal.	no	Sal.	no	Sal.
1	2,832	1	3,058	1	3,366	1	3,665	1	3,688	1	3,703
2	2,936	2	3,189	2	3,538	2	3,754	2	3,863	2	3,921
3	3,041	3	3,321	3	3,881	3	3,867	3	4,063	3	4,174
4	3,146	4	3,452	4	4,078	4	3,980	4	4,264	4	4,428
5	3,251	5	3,583	5	4,252	5	4,094	5	4,462	5	4,682
6	3,355	6	3,715	6	4,424	6	4,235	6	4,685	6	4,968
7	3,460	7	3,846	7	4,589	7	4,400	7	4,931	7	5,288
8	3,565	8	3,977	8	4,752	8	4,587	8	5,200	8	5,644
9	3,670	9	4,109	9	4,928	9	4,799	9	5,492	9	6,031
10	3,775	10	4,240	10	5,086	10	5,035	10	5,809	10	6,454
11	3,879	11	4,371			11	5,296	11	6,147	11	6,910
12	3,984	12	4,503			12	5,586	12	6,509	12	7,401

Scale 13		Scale 14		Scale 15		Scale 16		Scale 17	
01-11-2026		01-11-2026		01-11-2026		01-11-2026		01-11-2026	
no	Sal.	no	Sal.	no	Sal.	no	Sal.	no	Sal.
1	5,760	1	6,595	1	6,923	1	7,505	1	8,133
2	5,960	2	6,761	2	7,088	2	7,713	2	8,352
3	6,161	3	7,088	3	7,296	3	7,922	3	8,579
4	6,360	4	7,296	4	7,713	4	8,352	4	9,091
5	6,560	5	7,505	5	7,922	5	8,579	5	9,381
6	6,762	6	7,713	6	8,133	6	8,812	6	9,676
7	6,961	7	7,922	7	8,352	7	9,091	7	9,986
8	7,161	8	8,133	8	8,579	8	9,381	8	10,301
9	7,361	9	8,352	9	8,812	9	9,676	9	10,629
10	7,561	10	8,579	10	9,091	10	9,986	10	10,969
11	7,762	11	8,812	11	9,381	11	10,301	11	11,316
12	7,962			12	9,676	12	10,629	12	11,675
13	8,162								

C Entry-level and step-up jobs

Spine point At-1 based on the minimum wage on the date in question.

Entry-level job		Step-up job		Step-up job	
Scale 1		Scale 2		Scale 3	
01-11-2025		01-11-2025		01-11-2025	
1	2,416	1	2,458	1	2,496
2	2,471	2	2,519	2	2,574
3	2,525	3	2,580	3	2,651
4	2,580	4	2,641	4	2,729
5	2,634	5	2,702	5	2,806
6	2,689	6	2,764	6	2,884
7	2,743	7	2,825	7	2,961
		8	2,886	8	3,039
				9	3,116

Entry-level job		Step-up job		Step-up job	
Scale 1		Scale 2		Scale 3	
01-11-2026		01-11-2026		01-11-2026	
1	2,445	1	2,487	1	2,526
2	2,500	2	2,549	2	2,605
3	2,555	3	2,611	3	2,683
4	2,611	4	2,673	4	2,761
5	2,666	5	2,735	5	2,840
6	2,721	6	2,797	6	2,918
7	2,776	7	2,859	7	2,997
		8	2,920	8	3,075
				9	3,154

D Salary Structure (Schools) Review (HOS) 15-year overview, new numbering

HOS Table 15-year overview

01-11-2025			01-11-2025		
Scale	Sal.no	amount	scale	Sal.no	amount
10	11	5,185	14	8	8,030
10	12	5,341	14	9	8,240
10	13	5,520	14	10	8,459
11	13	5,847	15	9	8,696
11	14	6,042	15	10	8,925
11	15	6,238	15	11	9,158
11	16	6,432	16	9	9,437
11	11	6,517	16	10	9,705
12	12	6,681	16	11	9,979
12	13	6,841	17	9	10,254
12	14	7,004	17	10	10,524
12	15	7,209	17	11	10,799
12	16	7,313	18	6	11,132
12	10	7,416	18	7	11,462
13	11	7,621	18	8	11,792
13	12	7,828			

HOS Table 15-year overview

01-11-2026				01-11-2026	
Scale	Sal.no	amount	scale	Sal.no	amount
10	11	5,248	14	8	8,127
10	12	5,405	14	9	8,339
10	13	5,586	14	10	8,560
11	13	5,917	15	9	8,801
11	14	6,114	15	10	9,032
11	15	6,313	15	11	9,268
11	16	6,509	16	9	9,550
12	11	6,595	16	10	9,822
12	12	6,761	16	11	10,099
12	13	6,923	17	9	10,377
12	14	7,088	17	10	10,650
12	15	7,296	17	11	10,929
12	16	7,401	18	6	11,266
13	10	7,505	18	7	11,600
13	11	7,713	18	8	11,934
13	12	7,922			

Conversion table for harmonisation of salary scale 10 for support staff, CAO 2025-2027

Applicable to support staff in employment on 30 June 2026 in salary scale 10.

Scale 10 spine point	4.60% 01-11-2025	New spine point	transition 01-07-2026
1	3,326	2	3,710
2	3,659	3	3,821
3	3,835	4	3,933*
4	4,030	5	4,046*
5	4,201	6	4,185**
6	4,371	7	4,348**
7	4,534	8	4,533
8	4,695	9	4,742
9	4,870	10	4,975
10	5,025	10	4,975***
11	5,185	11	5,234
12	5,341	12	5,520
13	5,520	12	5,520

As of 1-11-2025 the salaries of employees in salary scale 10 for support staff will be increased by 4.6%. As of 1-7-2026, salary scale 10 for support staff will be brought in line with the salary scale for LB teachers, with corresponding spine points and increments. Support staff in employment on 30-6-2026 on spine point 1 to 9 of salary scale 10, will go up a scale as of 01-07-2026.

* Support staff in employment on 30 June 2026 on spine point 3 or 4 will also receive an allowance of €25 a month for 24 months from July 2026.

** Support staff in employment on 30 June 2026 on spine point 5 or 6 will also receive an allowance of €25 a month for 12 months from July 2026.

*** Support staff in employment on 30 June 2026 on spine point 10 will receive a one-off allowance of €50 over the month of July 2026.

Annexe 10.

Social security

Redundancy scheme for secondary school staff (Wovo)

A. Redundancy scheme for secondary school teachers (Wovo)

1. Definitions

The following definitions apply to this scheme:

- a. follow-up benefit: the follow-up benefit referred to in article B.6 of this scheme;
- b. supplement to benefit under the Work and Care Act (Wazo) referred to in article B.3 of this scheme;
- c. supplement to benefit under the Unemployment Insurance Act (WW) referred to in article B2 of this scheme;
- d. supplement to benefit under the Sickness Benefits Act (ZW) referred to in article B.3 of this scheme;
- e. enhanced daily wage and salary⁶: the daily wage and salary applicable to the WW, albeit that
 - i. the maximum daily wage, referred to in section 17, paragraph 1 of the Social Insurance (Financing) Act, will be disregarded;
 - ii a wage supplement, awarded on the basis of article D1 or article 38 of the Enhanced Unemployment Benefit (education and research personnel) Decree (BWO), will be counted as wages;
 - iii a wage supplement awarded on the basis of article 15 of the Enhanced Unemployment Benefit (primary, secondary and vocational school staff and staff at schools for adult education) Decree (BBWO) and based on entitlement to benefits gained prior to 1 May 2008, will be counted as wages;
 - iv the wage supplements referred to at ii and iii, will not be counted as wages insofar as the daily wage under the WW has been raised in accordance with a provision guaranteeing the daily wage;
- f. enhanced benefit: the supplement to the WW benefit, the supplement to the ZW benefit, the supplement to the Wazo benefit, compensatory benefit, follow-up benefit and additional follow-up benefit;
- g. BBWO; the Enhanced Unemployment Benefit (primary, secondary and vocational school staff and staff at schools for

⁶ Hence no separate reference needs to be made here to the Employee Insurance Daily Wage Decree, under which benefits for employees on leave who received a lower wage than normal are based on the full wage.

- adult education) Decree;
- h. BWO: Enhanced Unemployment Benefit (education and research personnel) Decree;
 - i. employment: employment as referred to in the WW;
 - j. first day of redundancy: the first day of redundancy as referred to in section 16a of the WW;
 - k. additional follow-up benefit, referred to in article B.6a of the Wovo for private education;
 - l. years of service: the time spent in employment with an employer, or the time spent in employment as referred to in article 1i of the BBWO, or at a university, university of applied sciences or research institution as referred to in the Conditions of Employment (universities, universities of applied sciences and research institutions) Decentralisation Decree or an institution or centre of expertise on vocational education, training and the labour market referred to in article 5a.1 of the Adult and Vocational Education Act Implementation Decree, including employment as a civil servant, referred to in the ABP Pension Fund (Privatisation) Act, by a legal predecessor of an employer referred to at b., with the exception of the period prior to a consecutive period of more than 14 months in which the employee was not in such employment. Any period prior to the period of 14 months referred to in the previous sentence in which the employee immediately prior to being made redundant was entitled to benefit under the ZW, WIA, WAO or Wazo, or similar benefit, will be disregarded;
 - m. income, income in a calendar month and income from work: the definition used in the WW;
 - n. minimum wage: the minimum wage referred to in the Minimum Wage and Minimum Holiday Allowance Act;
 - o. parties: the following organisations:
 - i the Secondary Education Council (*VO-raad*), the employers' organisation, and
 - ii The General Union of Education Personnel (*Algemene Onderwijsbond (AOB)*),
 - iii *CNV Onderwijs*, affiliated to *CNV Connectief*,
 - iv *FNV Overheid*,
 - v *Federatie van Onderwijsvakorganisaties (FvOv)*, the trade unions;
 - p. compensatory benefit: the benefit referred to in article B.5;
 - q. the implementing organisation: the implementing organisation charged with delivering this scheme;
 - r. WAO: Invalidity Insurance Act;
 - s. Wazo: Work and Care Act;
 - t. employer: the legal entity or administrative authority that is the employer for one or more institutions, or the authority indicated in the bye-laws referred to in the CAO VO.
 - u. employee: the employee that has or had an employment contract with the employer
 - v. WIA: Work and Income (Capacity for Work) Act;
 - w. WW: Unemployment Insurance Act;
 - x. Zavo: Secondary education sickness and invalidity scheme;
 - y. ZW: Sickness Benefit Act.

2. Restrictions on claims under this scheme

Apart from in the case referred to in article D.4, this scheme only allows claims in combination with a new entitlement to WW benefit resulting from

employment.

3. Indexation

The enhanced daily wage and salary and the amounts listed in article B.7e of the Wovo for public-authority schools, will be indexed on the basis of general salary measures in the CAO VO.

B. Enhanced benefit

1. Entitlement to a supplement to WW benefit⁷

- a. Employees entitled to benefit under the WW, are entitled to a supplement to this benefit.
- b. The provisions of paragraph a. notwithstanding, employees are not entitled to a supplement to WW benefit in the event of a takeover of the employer's obligations due to their inability to pay.
- c. The provisions of paragraph a. notwithstanding, employees are not entitled to a supplement to WW benefit over periods in which they are entitled to benefit.
- d. The supplement to WW benefit stops and resumes according to the same rules as WW benefit.
- e. The reintegration measures applicable to WW benefit apply equally to the supplement.

2. Duration and size of the supplement to WW benefit⁸

- a. The duration of the supplement to WW benefit is equal to the duration of WW benefit, including any changes to the end date in the event of resumption.
- b. The supplement to WW benefit amounts to $0.75 * (A - B)$ for the first six months (A minus B), minus the WW benefit and then $0.70 * (A - B)$ minus the WW benefit.
Key:
A = enhanced salary;
B = income in a calendar month.
- c. To determine the period of six months referred to at b., a period in which a supplement to ZW or Wazo benefit was received also counts. If during the period of six months, WW benefit stops and then resumes, the supplement will be paid up to the end date of WW benefit.
- d. The supplement to WW benefit will not compensate for application by the Employment Insurance Agency (UWV) of:
 - i. a penalty, settlement or confiscation;

⁷ Benefit in the event of employer's inability to pay: chapter IV WW
Termination and resumption: sections 20 and 21 WW
Reintegration measures: chapter VI WW

⁸ Final date moves up; section 43 WW
Income from work: the E factor in section 47 WW
Income from essential training: section 47a WW
Reduction under the scheme for starters: section 47b WW

- ii. a payment to someone other than the employee;
- iii. a reduction in income from work due to necessary training. If this income is higher than the WW benefit, the amount in excess will be deducted from the supplement;
- iv. a one percent reduction if the employee makes use of a scheme to start their own company with retention of benefit. The supplement will be reduced by the same percentage.
- e. If, in addition to WW benefit, the employee is also entitled to a wage supplement from another sector or similar benefit, the wage supplement will be counted as income for the supplement to WW benefit.

3. Entitlement to a supplement to ZW and Wazo benefit ⁹

- a. Employees entitled to benefit under the ZW
 - i and who would have been entitled to a supplement to WW benefit, or to follow-up benefit if they had not fallen ill; or
 - ii whose ZW insurance was last based on WW benefit to which entitlement to enhanced benefit was linked, are entitled, on grounds of prolongation of insurance, to a supplement to their ZW benefit.
- b. Women employees entitled to maternity benefit under the Wazo
 - i and who would have been entitled to a supplement to WW benefit or follow-up benefit if they had had no entitlement to maternity benefit; or
 - ii whose ZW insurance was last based on WW benefit to which entitlement to enhanced benefit was linked, are entitled, on grounds of prolongation of insurance, to a supplement to their Wazo benefit.
- c. The provisions of paragraphs a and b notwithstanding, employees are not entitled to a supplement to their ZW or Wazo benefit over periods in which they are entitled to benefit or remuneration under the Sickness and invalidity scheme for secondary education.

4. Duration and size of the supplement to ZW and Wazo benefit

- a. The duration of the supplement to ZW benefit is equivalent to the duration of ZW benefit. The duration of the supplement to Wazo benefit is equivalent to the duration of Wazo benefit.
- b. The ZW or Wazo benefit:

⁹ Maternity benefit: section 3:8 of the Wazo

Prolongation of insurance: section 46 of the ZW and 3:10 of the Wazo

- i. of employees who would otherwise have received WW benefit, will be supplemented to the level of the WW benefit plus any supplement;
- ii. of employees who would otherwise have received compensatory benefit or follow-up benefit, will be supplemented to the level of the compensatory benefit or follow-up benefit;
- iii. awarded on grounds of prolongation of insurance and to which paragraph ii. does not apply, will be supplemented to the level of the WW benefit last received, plus any supplements.
- c. The provisions of article B.2 d apply by analogy to the supplements referred to in this article.

5. Compensatory benefit

- a. Employees awarded WW benefit for a shorter period than would have applied pursuant to the WW up to 31 December 2015, are entitled to compensatory benefit.
- b. Compensatory benefit will be paid from the end date of the WW benefit.
- c. The duration of compensatory benefit is equivalent to the difference between the duration of WW under the WW up to 31 December 2015 and the duration of the benefit awarded.
- d. Compensatory benefit will amount to $0,70 * (A \text{ minus } B * C/D)$.
Key:
 - A. = the enhanced salary, but no more than the enhanced salary based on the top level of scale 12 or the LD salary scale, including holiday allowance and end-of-year bonus.;
 - B. = income in a calendar month;
 - C. = the enhanced daily wage, but no more than the enhanced daily wage based on the top level of scale 12 or the LD salary scale, including holiday allowance and end-of-year bonus;
 - D. = the enhanced daily wage.
- e. Compensatory benefit stops and resumes according to the same rules as WW benefit. If entitlement to benefit stops and resumes, the end date for payment of the compensatory benefit will move up in the same way as for WW benefit.

- f. The provisions of paragraph e. notwithstanding, entitlement to compensatory benefit does not stop due to illness or invalidity of the employee who would have been entitled to benefit under the ZW, Wazo, WIA or WAO if they had still been insured under these acts. However, the compensatory benefit stops if the employee receives benefit under one of these acts on grounds of prolongation of insurance.
 - g. The WW reintegration measures apply by analogy to compensatory benefit.
 - h. Income from work and income due to necessary training will be deducted from compensatory benefit in the same way as from WW benefit. The percentage reduction applicable to WW benefit for employees making use of the scheme to set up their own company with retention of benefit also applies to compensatory benefit.
 - j. In the event of concurrence of compensatory benefit with benefit pursuant to the WW, ZW, or WIA, or other compensatory benefit, follow-up benefit or benefit similar to one of these:
 - i income that would have been deducted from the previous WW benefit if that had not stopped will be deducted from the compensatory benefit;
 - ii if in addition to their benefits, the employee has no income from work, compensatory benefit will be paid out as a supplement of up to 70% of the enhanced salary, to a maximum of the top level of scale 12 or of the LD salary scale, including holiday allowance and end-of-year bonus;
 - iii if in addition to their benefits, the employee has income from work, and the sum of their benefits and their income is higher than 87.5% of their enhanced salary plus 8.75% of their enhanced salary, but no more than 8.75% of the enhanced salary based on the top level of scale 12, including holiday allowance and end-of-year bonus, compensatory benefit will be reduced to the point where this is no longer the case. For the application of this provision, a wage supplement from another sector or corresponding benefit will be regarded as income.
 - iv The provisions of article B2 paragraph d apply by analogy to compensatory benefit.
- 6. Entitlement to follow-up benefit ¹⁰**
- a. Employees who had received a wage for at least 208 hours' work in each of at least four years of the five years up to the first day of redundancy (the 'four out of five' requirement), or were exempted from this, are entitled to follow-up benefit provided they had been in employment for at least five years prior to the date on which they became redundant.
 - b. Follow-up benefit is payable as of expiry of:
 - i compensatory benefit, if the employee was entitled to this;
 - ii WW benefit in all other cases.
 - c. The provisions of article B.5 paragraphs e, f and g apply by analogy to follow-up benefit.
- 6.a. Entitlement to additional follow-up benefit**

¹⁰ 'Four out of five' requirement and exemptions to this: section 42, paragraph 2 of the WW

- a. Employees who at the time their contracted working hours were reduced had built up at least 15 years of service and had 10 years or less to go before reaching retirement age, are entitled to additional follow-up benefit on expiry of their follow-up benefit.
- b. If the employee's retirement age was not yet known at the time in which their contracted working hours were reduced, the number of years they have to go before reaching retirement age will be assessed on the basis of the highest age currently applicable for eligibility for a pension under the General Old Age Pensions Act.
- c. The provisions of article B5 paragraphs e,f and g apply by analogy to additional follow-up benefit.

7. Duration and size of follow-up benefit

- a. Follow-up benefit will be paid for every month of every full year in employment, to a maximum of 34 months.
- b. If entitlement to benefit stops and then resumes, the end date of follow-up benefit will move up in the same way as for WW benefit.
- c. Follow-up benefit will amount to $0.70 * (A \text{ minus } B * C/D)$.
Key:
 - A. = the enhanced salary, but no more than the enhanced salary based on the top level of scale 11 or the LC salary scale, including holiday allowance and end-of-year bonus.;
 - B. = income in a calendar month;
 - C. = enhanced daily wage, but no more than the enhanced daily wage based on the top level of scale 11 or the LC salary scale, including holiday allowance and end-of-year bonus;
 - D. = the enhanced daily wage.
- d. The provisions of article B 5 paragraph h apply by analogy to follow-up benefit.
- e. If follow-up benefit is received concurrently with benefit under the WW, ZW or WIA, other follow-up benefit or similar benefit:
 - i income that would have been deducted from the previous WW benefit if that had not stopped will be deducted from the follow-up benefit;
 - ii if in addition to their benefits, the employee has no income from work, follow-up benefit will be paid out as a supplement of up to 70% of the enhanced salary, to a maximum of the top level of scale 11 or of the LC salary scale, including holiday allowance and end-of-year bonus;
 - iii if in addition to their benefits, the employee has income from work, and the sum of their benefits and their income is higher than 87.5% of their enhanced salary plus 8.75% of their enhanced salary, but no more than 8.75% of the enhanced salary based on the top level of scale 11, including holiday allowance and end-of-year bonus, compensatory benefit will be reduced to the point where this is no longer the case. For the application of this provision, a wage supplement from another sector or corresponding benefit will be regarded as income;
 - iv The provisions of article B2 paragraph d apply by analogy to follow-up benefit.

7.a. Duration and size of additional follow-up benefit

- a. Additional follow-up benefit will be paid until the employee reaches retirement age.
- b. Additional follow-up benefit amounts to $0.70 * (A \text{ min } B * C/D)$.
Key:

- A = the enhanced salary, but no more than 186% of the minimum wage, including holiday allowance per month;
 - B = income in a calendar month;
 - C = the enhanced daily wage, but no more than 186% of the minimum wage, including holiday allowance per day;
 - D = the enhanced daily wage.
 - c. The provisions of article B7 paragraphs de and e apply by analogy to the additional follow-up benefit. In paragraph e under ii and iii, 'the top level of salary scale 11, including holiday allowance and end-of-year bonus' should be read as '186% of the minimum wage, including holiday allowance over this amount'.
- 8. Claiming the right to enhanced benefit¹¹**
- a. On request, the employer will determine whether employees are entitled to enhanced benefit.
 - b. The provisions of the WW on claiming the right to benefit, including the obligations and penalties regime, with the exception of the provisions on fines, apply by analogy to enhanced benefit.
 - c. The corresponding provisions of the ZW or Wazo apply instead of the provisions of the WW if the employee is entitled to benefit under the ZW or the Wazo.
 - d. In applying the provisions of paragraph b, it will be assumed that the application for enhanced benefit was submitted on the same day as the application for WW benefit, unless the application for enhanced benefit was submitted more than three months after WW benefit was awarded.
 - e. If the employee has failed to comply or to comply properly with the requirement to provide information pursuant to paragraphs b or c, the employer may refuse to award the enhanced benefit, wholly or in part, temporarily or permanently..
- 9. Payment of enhanced benefit**
- a. The provisions of the WW on payment and repayment of benefit apply by analogy to enhanced benefit.
 - b. The corresponding provisions of the ZW or the Wazo apply instead of the provisions of the WW if the employee is entitled to benefit under the ZW or Wazo..
 - c. The provisions of paragraphs a and b notwithstanding,
 - i the supplement to WW benefit, the supplement to ZW benefit and the supplement to Wazo benefit will be paid retroactively once every three months;
 - ii the limited size of the supplement to WW benefit is no reason not to pay it.
- 10. Benefit where there is no entitlement to WW benefit**
- a. In appendix 1 to this annexe parties have set out regulations governing

¹¹ Provisions on claiming the right to benefit: sections 22 t/m 28 WW
 – Provisions on fines: sections 27a and 27g WW
 – Information requirements: sections 25 WW, and section 31 paragraphs 1 and 49 ZW

entitlement to benefit for categories of employees who, under the provisions of this scheme, are not entitled to enhanced benefit because they are not entitled to WW benefit.

- b. Entitlement to benefit, awarded pursuant to the provisions of paragraph a. above:
 - i will be equivalent to entitlement to enhanced benefit for the application of the provisions of this scheme; and
 - ii will not stop in the event of sickness or disability, when the employee would become eligible for benefit under the ZW, Wazo, WIA or WAO if they were still insured under these acts. Benefit will stop if the employee receives benefit under one of these acts on grounds of prolongation of insurance, or if they are entitled to benefit pursuant to article 22 of the Zavo;
 - iii will not influence entitlement to enhanced benefit attached to WW benefit, if the employee gains or regains entitlement to such benefit.
- c. In the event of concurrence with other benefits, benefit under this article will be paid out as a supplement to raise this benefit to the level it would have had without concurrence with other benefits.
- d. The provisions of article B.2 paragraph d, apply by analogy to benefit pursuant to this article.

C. Death benefit

1. Death benefit¹²

- a. In the event of the death of an employee entitled to enhanced benefit or a wage supplement under the provisions of article D.1:
 - i the death benefit to which the surviving relative is entitled under the ZW or the Benefits Act (*Toeslagenwet*), will be supplemented by up to three times the monthly WW benefit, ZW benefit, benefit under the Benefits Act and the enhanced benefit to which the deceased was last entitled at the time of their death;
 - ii where, for the exclusive reason that the deceased was no longer insured under the ZW, there are no surviving relatives entitled to death benefit under the ZW, death benefit will be awarded correspondingly under the provisions of the ZW. This benefit will be supplemented in accordance with the provisions of paragraph i. above;
 - iii in addition to the death benefit referred to at i. and ii. the surviving relative of an employee entitled to a wage supplement will be awarded death benefit amounting to three times the amount of the wage supplement to which the deceased was entitled over the month preceding the month in which they died.
- b. Death benefit, referred to at a, will be paid as soon as possible, but in any event within one month of establishment of the entitlement to death benefit.
- c. Claims on the employee in relation to unduly paid benefit under this scheme may be offset against the death benefit.
- d. The provisions of the ZW on repayment and settlement apply by analogy

¹² Death benefit: sections 35 and 36 ZW and section 23 of the Benefits Act (*Toeslagenwet*)
Repayment and settlement: sections 33 and 33a ZW

to death benefit insofar as this is paid unduly.

D. Measures to promote reintegration

1. Wage supplement

- a. Employees entitled to enhanced benefit who enter new employment are entitled to a wage supplement if the wages in their new job are lower than the enhanced daily wage, both extrapolated into an hourly rate, and the end date for payment of the wage supplement, referred to at g., has not yet been reached.
- b. The provisions of paragraph a also apply to employees with no entitlement to enhanced benefit, but who would have been entitled to it if they had not entered new employment. These employees will be treated as if they had been entitled to enhanced benefit following the reduction in their contracted working hours.
- c. The term employment in paragraphs a and b will be understood to mean:
 - i an employment contract;
 - ii appointment as a civil servant;
 - iii a working relationship under foreign law corresponding to i. or ii.
- d. The provisions of paragraphs a and b notwithstanding, employees are not entitled to a wage supplement if, due to failure to comply with requirements under the WW, they do not receive enhanced benefit but would have received this benefit if they had complied with these requirements.
- e. Entitlement to a wage supplement stops:
 - i as soon as the employee is no longer entitled to wages from their new employment;
 - ii as of the start of the period referred to at h. if over that period the wages from their new employment are no longer lower than the enhanced daily wage;
 - iii if the provisions of paragraph j ii are applicable and the wages from their new employment are no lower than the maximum referred to therein;
 - iv as soon as the provisions of paragraph d apply;
 - v as soon as the end date for payment of wage supplements, referred to at g, has been reached.
- f. Once entitlement to a wage supplement has stopped pursuant to the provisions of paragraph e i,ii and iii, the reasons for stopping the entitlement no longer exist and the end date referred to at g has not yet been reached, the entitlement to a wage supplement will resume. As long as the employee is entitled to more than one wage supplement under this scheme, they will receive the highest supplement only.
- g. The wage supplement will be paid up to the end date for payment of enhanced benefit, as determined as of the first day of redundancy.
- h. The wage supplement will be calculated over that part of the calendar month in which the employee is entitled to wages from new employment and in which the end date, referred to at g, has not yet been reached. The provisions of the last sentence notwithstanding, the supplement may if necessary be calculated over a new period as soon as the provisions of paragraph j ii become applicable.
- j. The wage supplement is equivalent to the difference between the wages

from new employment and:

- i (where the entitlement to a wage supplement starts following reduction of contracted hours as an employee or WW benefit recipient, compensatory benefit or follow-up benefit): the enhanced daily wage;
 - ii (where the entitlement to a wage supplement starts while receiving additional follow-up benefit): the enhanced daily wage, but no more than 70% of the enhanced daily wage based on the top level of scale 11 or the LC salary scale, including holiday allowance and end-of-year bonus, extrapolated to the amount applicable for the period over which the supplement is calculated.
- k. If in this new employment, the contracted weekly working hours are fewer than those on which the enhanced benefit to which the employee was or would have been entitled is based, the enhanced daily wage will be multiplied by A/B for the calculations set out at j, with
- A = the number of weekly working hours in the new employment or if not fixed, the average number of working hours per week in the period over which the calculation is made, as referred to at h, and
- B = the number of working hours on which the entitlement to enhanced benefit is based.
- The last sentence will not apply if employment is full time and the enhanced benefit is based on a full-time job.
- l. If in the period over which the calculation is made, as referred to at h., the sum of wages from new employment, the wage supplement and one or more benefits or enhanced benefits to which the employee is entitled, is higher than the enhanced daily wage or, in the case set out at j ii above is higher than 70% of the enhanced daily wage, based on the top level of scale 11, including holiday allowance and end of year bonus, the wage supplement will be reduced until this is no longer the case.
- m. The wage supplement will be paid out each month retroactively. The provisions of the WW on payment, repayment and settlement of benefit also apply to payment of the wage supplement.
- n. For application of this article:
- i wages from new employment will always be understood to mean gross wages;
 - ii a wage supplement from another sector, or similar benefit to which the employee is entitled will be added to the wages from the new employment;
 - iii the wages from new employment not deemed suitable work for the employee may be no lower than 70% of the enhanced daily wage, extrapolated into an hourly rate;
 - iv the wages from the new employment will be set in the same way as the enhanced daily wage.

2. Obligations

- a. Employees wishing to receive a wage supplement should submit an application within three months of the date on which they became entitled to a wage supplement.
- b. Employees who have submitted an application for a wage supplement are required:
 - i to submit a regular statement, at times and in the manner required by the implementing organisation, listing the work they have performed, and the income they have received from this work in the period in which they claimed a wage supplement;

- ii to appear in person at the request of the implementing organisation at a designated time and place;
 - iii to enable monitoring by inspectors able to identify themselves as such with the relevant authorisation;
 - iv to immediately notify the implementing organisation of any change of address;
 - v on request, to enable inspection and provide copies at cost price of books, documents and other information carriers, insofar as these are relevant to the entitlement to a wage supplement or for the amount paid to them as a wage supplement;
 - vi on request, to submit to the implementing organisation signed statements from their employer or employers or relevant third parties in which they confirm that the information they have provided in connection with the wage supplement is correct.
- c. Employees entitled to a wage supplement are obliged to accept the offer of suitable alternative, better paid employment, with due regard for the following:
- i if the employee wishes to continue working in education, they are not obliged to accept a job in another sector;
 - ii employees are only obliged to accept employment on a fixed-term contract if the employment contract on which their entitlement to a wage supplement is based is also fixed term, and may, moreover be terminated early, and does not expire later than the contract on offer.
- d. If an employee fails to comply with requirements set out in this article, the provisions of the WW on claiming the right to benefit, with the exception of the provisions on fines, also apply. If the employee fails to comply with the requirement to provide information, the employer may refuse to award the wage supplement, wholly or in part, temporarily or permanently.

3. Entitlements in the event of redundancy from new employment with new entitlement to enhanced benefit

- a. Employees entitled to enhanced benefit to which an entitlement to follow-up benefit is attached are entitled to prolongation of their follow-up benefit as soon as their entitlement to follow-up benefit under article B6 has stopped if:
- i they were previously entitled to enhanced benefit to which entitlement to follow-up benefit was attached; and
 - ii the duration of their former entitlement to enhanced benefit is longer than the duration of their new entitlement; and
 - iii the end date of their former entitlement to enhanced benefit has not been reached before the date on which prolongation starts.
- b. The duration of the prolongation referred to at a. is equal to the duration of the former entitlement to enhanced benefit, the end date of which has not been reached on the date the prolongation starts, but no longer than the difference in duration between the former and the new entitlement to enhanced benefit.
- c. The provisions of article B5 notwithstanding, employees entitled to enhanced benefit to which no entitlement to follow-up benefit is attached under the provisions of article B5, will be entitled to follow-up benefit if:
- i they were previously entitled to enhanced benefit to which entitlement to follow-up benefit was attached; and

- ii the duration of their former entitlement to enhanced benefit has not stopped on the date the new entitlement stops; and
 - iii the duration of the former entitlement to enhanced benefit is longer than the duration of the new entitlement.
- d. The duration of follow-up benefit referred to at c. is equivalent to the duration of the former entitlement to enhanced benefit, which has not stopped by the date on which the new entitlement stops, but no longer than the difference in duration between the former and the new entitlement to benefit.
- e. Benefit during prolongation referred to in paragraph b, and follow-up benefit awarded under the provisions of paragraph c, are of the same level as additional follow-up benefit referred to in article B.7 paragraph a.:
 - i if with their former entitlement to enhanced benefit the employee was also entitled to additional follow-up benefit; and
 - ii for no more than the number of months that the employee would have received additional follow-up benefit if they had remained unemployed. These are the months immediately preceding the date on which the employee reaches retirement age.
- f. The entitlement to benefit on the basis of this article will not be awarded if the employee has failed to make sufficiently acceptable that they meet the conditions ensuing in their case from the provisions of a. Parties have set further regulations with regard to the provisions of this sentence in appendix 2.

4. **Resumption of enhanced benefit in the event of redundancy from new employment not providing new entitlement to enhanced benefit¹³**
- a. The entitlement to enhanced benefit resumes as of the date on which employees, after entering new employment, acquire a new entitlement to WW benefit, to which no entitlement to enhance benefit is attached and:
 - i the entitlement to enhanced benefit has stopped; and
 - ii the entitlement to enhanced benefit pursuant to article B.1 resumes.
 - b. The provisions of a. notwithstanding, the entitlement to enhanced benefit does not resume:
 - i if in relation to this entitlement the resumption period specified in the WW has been exceeded for reasons other than a stay outside the Netherlands for work purposes, other than to conduct business or to practise a profession independently; or
 - ii if the duration of the entitlement which would have resumed on the basis of paragraph a. has expired.
 - c. Paragraphs a and b also apply to employees who are not entitled to enhanced benefit from their employment, but would have been entitled if they had not accepted new employment as referred to in paragraph b i. To apply the provisions of paragraphs a and b to these employees, they will be treated as though they would have gained entitlement to enhanced benefit following termination of their employment contract, which would immediately be stopped.
 - d. The provisions of paragraph c notwithstanding, enhanced benefit does not resume if the employee had not received WW benefit because of failure to comply with a requirement under the WW.
 - e. Entitlement to benefit under the provisions of this article will not be awarded if the employee cannot make sufficiently acceptable that they meet the conditions ensuing in their case from the provisions of paragraphs a to d. Parties have set further regulations with regard to the provisions of this sentence in appendix 2
 - f. The provisions of paragraphs a to e also apply to employees entitled to ZW benefit or maternity benefit under the Wazo and who, if they had had no entitlement to this benefit, would have had a new entitlement to WW benefit. The provisions of paragraph a to e do not however apply as long as the employee is entitled to benefit or remuneration on the basis of article 22 of the Zavo.
 - g. As long as the employee is entitled to both enhanced benefit that has resumed on the basis of this article and to WW benefit, ZW benefit, other enhanced benefit or similar benefit, the benefit resumed under this article will be paid out as a supplement to the level, referred to in article B.2 paragraph b or article B.5 paragraph d, article B.7 paragraph c or article B.7a. paragraph b, applicable to the employee pursuant to the entitlement to enhanced benefit that resumes under the provisions of this article. Article B.2, paragraphs d and e, also apply.

¹³ Resumption period: section 21, paragraphs 3,4 and 5 WW

5. Moving costs allowance¹⁴

- a. Employees entitled to enhanced benefit who take a job or start a business elsewhere, are entitled to an allowance on the basis of provisions relating to necessary moving costs applicable in the employment from which they became redundant.
- b. If, in connection with their new work, employees are entitled to a moving costs allowance on the basis of other provisions, this allowance will be deducted from the amount they are entitled to under the provisions of paragraph a.
- c. A claim relating to unduly paid benefit on the basis of this scheme may be offset in a single deduction against the moving costs allowance.
- d. The provisions of the WW on repayment and settlement apply by analogy to the moving costs allowance insofar as this is paid unduly.

E. Final provisions

1. Adjustment of this scheme in the event of cutbacks to the WW

Any amendment to the WW cutting back the general level of benefit will also apply to the total body of benefits and enhanced benefits to which employees are entitled as of the date on which the amendment enters into force, as announced in the Bulletin of Acts and Decrees, but no earlier than six months after the date of publication of this Bulletin of Acts and Decrees, unless, within six months of the date of publication of the Bulletin of Acts and Decrees in which the amendment is announced, parties reach agreement on a scheme which will have the effect of adjusting the cutbacks.

2. Transitional provisions

- a. The Wovo as applicable on 30 June 2016 will continue to apply to benefits awarded under this scheme prior to 1 July 2016, and to wage supplements based on these benefits.
- b. The provisions of paragraph a. notwithstanding, follow-up benefit awarded on the first day of the month in which the employee turns 65 will be prolonged until they reach retirement age if:
 - i They were receiving benefit on 1 July 2016 ; or
 - ii The employee was born on or after 1 August 1951 and benefit stopped prior to 1 July 2016, and resumed at a later date. Whether benefit will resume is based on the assumption that it will be paid until the employee reaches retirement age.
- c. Employees who have concluded a settlement agreement with their employer ending their employment contract as of a date between 1 July 2016 and 30 June 2021, are entitled to invoke the provisions of the Wovo for public-authority education applicable on 31 December 2019 (2018-2019 CAO VO)¹⁵ instead of the provisions of this scheme. If the employee notifies the

¹⁴ Repayment and settlement: sections 36 to 36b WW

¹⁵ The employee also has this right if the employer intends to terminate the employment contract or request the sub-district court to dissolve it under article 7:669 of the Civil Code, except in the cases listed under paragraphs i, ii and iii of this article. If the employee makes use of this right, a settlement agreement will be concluded to terminate the employment agreement. This CAO will have no retroactive effect on employees dismissed from a public-authority school in the period from 1 January 2020 to 8 April 2020 and awarded benefit on the basis of the prolonged 2018-2019 CAO VO.

employer than they plan to make use of the scope presented by this provision, the employer is required to cooperate in the conclusion of a settlement agreement unless:

- i The employee resigns on their own initiative; or
 - ii The employer has terminated the employment contract for an urgent reason as referred to in article 7:677 of the Civil Code; or
 - iii The employer has applied to the sub-district court for dissolution of the employment contract under article 7:669 paragraph 3e of the Civil Code.
- The employer is also not obliged to agree to a redundancy payment for the employee.¹⁶

3. Transitional guarantee and hardship clause

If as a result of the application of this scheme, the employee experiences extreme inequity, which would not have been the case if the scheme had not been in force, parties may decide to compensate the employee for all or part of the harm caused by this inequity.

4. Title

This scheme will be known as the 2020 Redundancy scheme for secondary school staff (Wovo).

¹⁶ In the event of dismissal by means of a settlement agreement, the employee is not entitled to a transitional allowance. The employer and the employee may however agree to a redundancy payment.

Appendix 1 to article B10 of the Wovo

Regulations governing entitlement to benefit in cases in which the employee is not entitled to benefit under the WW.

1. The definitions used in the Redundancy scheme for secondary school staff are applicable.
2. Employees who are not entitled to WW benefit for the simple reason that they do not meet the condition set out in section 17 a of the WW are entitled to benefit if:
 - i they meet the conditions set out in section 17 paragraph 1 of the WW, with due regard for the provisions of section 17a of the WW, with '36 weeks' read as '39 weeks', and '26 weeks' as '20 weeks';
 - ii In this period of 39 weeks they have had only short-term, temporary jobs, i.e. work in temporary employment for periods of less than 26 consecutive weeks; and
 - iii they are not a trainee teacher with a fixed-term employment contract of five months, in accordance with the provisions of article 9.7. of the CAO VO.
3. The benefit referred to at 2 is equivalent to the WW benefit to which the employee would have been entitled if the requirement set out at i. above relating to number of weeks worked had also been applicable to the WW multiplied by the enhanced benefit to which the employee would have been entitled.
4. Employees whose entitlement to enhanced benefit stopped through application by analogy of section 19, paragraph 1e of the WW, are entitled to benefit pursuant to article 64 of Regulation (EC) 883/2004 if they are residing in a state where Regulation (EEC) no. 1408/71 is not applicable.
5.
 - a. Employees residing as such outside the Netherlands immediately after their working hours have been reduced and who, in connection with article 65 paragraph 2 of Regulation (EC) 883/2004, are not entitled to WW benefit, are entitled to benefit insofar as their residence abroad is the sole cause of their non-entitlement to WW benefit.
 - b. The size and duration of the benefit to which employees are entitled under paragraph a are equivalent to the WW benefit and the enhanced benefit to which they would have been entitled had they lived in the Netherlands.
 - c. If an employee who, pursuant to this article is entitled to benefit, and to whom, if they had lived in the Netherlands, section 46 of the ZW or section 3:10 of the Wazo would have applied, can show that they are entitled to benefit due to illness or maternity leave under the laws of their country of residence, this benefit will be aligned, for the application of paragraph 2, with the corresponding benefit under the ZW of the Wazo for no longer than the maximum duration of benefit under these acts. For the duration of this alignment, benefit under this article will be equivalent to benefit under the ZW or Wazo and the enhanced benefit to which the employee would have been entitled had they lived in the Netherlands.
 - d. If an employee receives unemployment, sickness, maternity or invalidity benefit or an allowance for adoption or foster care under the laws of their country of residence, the entire amount of this benefit or allowance will be

deducted from benefit received pursuant to this article in the same period.

Appendix 2 to articles D 3 and 4 of the Wovo

1. Employees who were entitled to enhanced benefit, and who submit an application for prolongation of or an increase to enhanced benefit pursuant to article D 3 of the Wovo, or for resumption of an entitlement to benefit pursuant to article D 4 of the Wovo, are required to enclose the following documents with their application if the enhanced benefit stopped five years or more prior to their application, and insofar as these documents are not or are no longer in the possession of the implementing organisation:
 - a. the decision granting entitlement to enhanced benefit, stating its size and duration;
 - b. the decision stopping the entitlement to enhanced benefit, stating the date as of which, the reason for, and the extent to which the entitlement stopped;
 - c. the payslip showing payment of the benefit over the applicable period to the end date and, if separate, the payslip showing payment of holiday allowance up to that date;
 - d. a complete overview of employment, work outside employment and benefits received since the entitlement to enhanced benefit stopped, with the periods to which they relate;
 - e. letters of appointment or dismissal, or similar documents, relating to all employment since the entitlement to enhanced benefit stopped;
 - f. decisions, or corresponding documents, awarding or stopping all benefits received since their entitlement to enhanced benefit stopped;
 - g. (if the employee states that the end date of their entitlement to enhanced benefit moved up in accordance with section 43 of the WW before it was last stopped): the decision stopping the entitlement to enhanced benefit sooner, stating the date as of which, the reason for and the extent to which the entitlement stopped, and the decision resuming the entitlement, stating the date as of which it resumed.
2. Employees referred to in article D 4, paragraph c of the Wovo, who submit an application for benefit pursuant to article D 4 of the Wovo, are required to enclose the following documents with their application, insofar as these are not or no longer in the possession of the implementing organisation:
 - a. the decision of dismissal, the letter from their employer, or corresponding document showing as of when their employment contract was terminated, the reason for this and, if the employment contract was fixed term, why this was not prolonged;
 - b. a letter of appointment, a payslip or corresponding document showing their contracted working hours and wages from employment;
 - c. a complete overview of employment, work outside employment and benefits received since the entitlement to enhanced benefit stopped, with the periods to which they relate;
 - d. letters of appointment or dismissal, or similar documents, relating to all their employment;
 - e. decisions, or corresponding documents, awarding or stopping , all

- benefits they have received.
3. The employer may reject either wholly or in part an application for benefit under article D 3 or 4 of the Wovo for the reason that the employee has not made sufficiently acceptable that they meet the conditions for award of benefit, if:
 - a. the employee fails to submit all the documents required under paragraphs 1 and 2 of this appendix; or
 - b. the employer has clear indications or a well-founded suspicion that the contents of one or more of the documents submitted by the employee do not correspond with reality; or
 - c. it can be concluded from the information available that the employee has used or bought off their entitlement to enhanced benefit.

Annexe 11.

Social security: Zavo

Secondary education sickness and invalidity scheme (Zavo)

With a view to decentralising conditions of employment in secondary education, by decision of 13 December 2006, the Legal Status (Secondary Education) Framework Decree was withdrawn and several other decrees and decisions amended, while it was decided that the Sickness and Invalidity (Primary and Secondary Education) Decree would no longer apply to secondary school staff. Parties are now required to reach agreement in the CAO on employees' legal status in relation to sickness and invalidity. This scheme, which is part of the CAO VO, provides for this. It introduces no material changes to the claims and entitlements of employees, but mainly comprises technical amendments to the Sickness and Invalidity (Primary and Secondary Education) Decree as a general order in council, enabling inclusion in the CAO.

1. Definitions

The following definitions apply to this scheme:

- a. AAOP benefit:
Invalidity benefit as referred to in chapter 11 of the ABP pension fund pension regulations;
- b. invalidity:
invalidity within the meaning of section 18, paragraph 1 of the WAO, and within the meaning of sections 4 and 5 of the WIA;
- c. invalidity benefit:
benefit based on an employment contract paid out regularly to the employee due to incapacity or partial incapacity to do suitable or acceptable work;
- d. health and safety service:
a health and safety service as referred to in section 14a, paragraphs 2 and 3 of the Working Conditions Act, or an expert as referred to in section 14, paragraph 1 of the Working Conditions Act;
- e. remuneration:
the sum of the salary, holiday allowance and other allowances and end-of-year bonuses included in the CAO VO;
- f. enhanced invalidity benefit:
AAOP benefit or benefit whose nature and purpose correspond to AAOP benefit;
- g. enhanced unemployment benefit:
benefit pursuant to the Enhanced Unemployment Benefit (primary, secondary and vocational school staff and staff at schools for adult education) Decree, benefit pursuant to the Redundancy scheme for secondary school staff, or

benefit whose nature and purpose correspond to these;

- h. special leave:
a period of unpaid leave agreed between the institution and one of its employees, with retention of the employment contract;
- i. acceptable work/employment:
all generally accepted work/employment of which the employee is capable, given their strengths and capacities, and with which they can earn a living, and with which healthy people with similar training and experience normally earn a living, at the same location or the location where they last worked, or in the vicinity. This does not include employment under the Sheltered Employment Act;
- j. medical examination:
an examination carried out by or on behalf of the Employee Insurance Agency, or by the health and safety service at the employer's cost;
- k. medical report:
a medical report issued on the basis of the medical examination;
- l. health care:
care provided by or on behalf of the health and safety service to prevent or put an end to sickness and invalidity;
- m. institution:
secondary school, with the exception of secondary schools that are part of a vertical combined school under section 19 of the Secondary Education Act and section 2.6 of the Adult and Vocational Education Act or central service;
- n. entities:
legal entities, partnerships and companies, joint ventures with no legal personality that may be regarded as associations, companies of legal entities under public law and special-purpose trusts;
- o. party:
each of the following organisations van de volgende organisaties:
 - Secondary Education Council, the employers' organisation; and
 - The General Union of Education Personnel
 - *CNV Ondernijds*, affiliated to *CNV Connectief*;
 - *Federatie van Ondernijdsorganisaties*;
 - *FNV Overheid*the trade unions;
- p. suitable alternative work/employment:
all work/employment considered suitable, given the strengths and capacities of the employee, unless they cannot be expected to accept it for reasons of a physical, mental or social nature;
- q. pension regulations:
the pension regulations of the ABP pension fund;
- r. reintegration agency:
the reintegration agency referred to in section 1w of the Work and Income (Implementation Structure) Act;
- s. Employee Insurance Agency:
The Employee Insurance Agency referred to in chapter 5 of the Work and

- Income (Implementation Structure) Act;
- t. WAO:
Invalidity Insurance Act;
- u. employer:
the legal entity or administrative authority that is the employer for one or more institutions, or the authority indicated in the bye-laws referred to in the CAO VO;
- v. invalidity benefit:
benefit paid regularly as a result of dismissal or redundancy, based on an employee's employment contract;
- w. employee:
for private schools: an employee who has entered into an employment contract with the employer; for public authority schools: the public servant to whom, by decision of the employer, the provisions of the CAO VO have been declared applicable as the legal status regulations;
- x. WIA:
Work and Income (Capacity for Work) Act.

2. Health care

- a. Employees receive health care in line with the provisions of this scheme.
- b. Health care is provided by or on behalf of the health and safety service in collaboration with the employer.
- c. Employees are required to allow the health and safety service to perform a medical examination and provide the health care required under the provisions of this scheme.
- d. While being able to consult the health and safety service directly about health problems linked to their work situation, the employee may also request the employer to instruct the health and safety service to carry out an examination in connection with these problems.

3. Illness and invalidity

- a. Employees who are prevented by illness from doing all or some of their work are entitled by law to full or partial leave.
- b. The term 'their work' will be understood to mean the employee's job, or the sum of their work activities and the conditions under which they are performed.
- c. During full or partial leave due to illness or invalidity, the size and nature of the employee's job will remain unchanged, without prejudice to:
 - i the provisions of articles 20 and 21;
 - ii the employer's scope to terminate the employment contract in full or in part or to reduce contracted working hours at the request of the employee;
 - iii the employer's scope to terminate the employment contract or reduce contracted working hours if the employment contract is fixed term or expansion of contracted working hours was agreed for a fixed term;
 - iv the employer's scope to dismiss the employee on the spot for urgent reasons;
 - v the employer's scope to terminate the employment contract for serious reasons, including in connection with disbandment of the post.

- d. The employee is required to notify the employer as soon as possible of their inability to work, to cooperate in a medical examination required under the provisions of this scheme and to follow the guidelines issued in this connection by the health and safety service and the Employee Insurance Agency.
- e. In urgent cases of a medical nature, employers who have required a medical examination under this scheme may deny the employee access to the building or buildings in which they usually work until the results of the examination are known. If the medical report concludes that there is a risk of infection from a contagious disease, the employee will automatically be denied access.

4. Leave due to illness or invalidity

- a. Employees who due to illness are unable to do all or part of their work will receive their full remuneration for a period of 12 months. They will then receive 70% of their remuneration over the hours' sick leave until their employment contract expires. If on the basis of section 71a, paragraph 9 of the WAO or section 25 paragraph 9 of the WIA, the Employee Insurance Agency sets a period during which the employee is entitled to remuneration by the employer, they will receive 80% of their remuneration over the hours' sick leave in that period.
- b. The provisions of paragraph a. notwithstanding, employees who have reached retirement age and are on sick leave will receive their full salary for the first 13 weeks from the day on which they first reported sick. They will then no longer be entitled to a salary. The Work (after Retirement Age) Act transitional regime is applicable by analogy.
- c. For the application of the provisions of paragraph a., the periods in which the employee was unable to work due to illness, pregnancy or childbirth will be added together if they are consecutive, i.e. with an interruption of less than four weeks, or if they immediately precede and follow a period of maternity leave taken in accordance with the provisions of section 3.1, paragraphs 2 and 3 of the Work and Care Act, unless the incapacity to work can in all reasonableness not be attributed to the same cause.
- d. If the employee has been awarded benefit under the Sickness Benefits Act or the Unemployment Insurance Act, or enhanced unemployment benefit, enhanced invalidity benefit or benefit under the WAO or WIA the amount of the benefit will be deducted from the remuneration to which they are entitled pursuant to the provisions of paragraph a. above. If an employee is entitled to benefit under the Sickness Benefits Act or the Unemployment Insurance Act, or enhanced unemployment benefit, enhanced invalidity benefit or benefit under the WAO or WIA on the basis of one or more jobs, the remuneration will be proportionate to their total income from these jobs. The deduction referred to in the first sentence will be such that the employee never receives more than the amount to which they were entitled under the provisions of paragraph a. or no more than the maximum statutory and enhanced invalidity benefit if together they amount to more than the amount to which they are entitled under the provisions of paragraph a.
- e. If, as the result of an action or failure to take action on their part, the employee is refused all or part of benefit under the Sickness Benefits Act or the Unemployment Insurance Act, or enhanced unemployment benefit, enhanced invalidity benefit or benefit under the WAO or WIA, or if this benefit or enhanced benefit is cut either permanently or

temporarily, it will be deemed to have been received in full for the purposes of application of the provisions of paragraph c.

- f. The work of employees who work at several institutions will at their request be regarded as a single whole for the application of the provisions of this article, unless, on the basis of a medical report, there are objections to this.
- g. If the employee issues no authorisation to pay the benefit they receive under the Sickness Benefits Act or the Unemployment Insurance Act, or the enhanced unemployment benefit, enhanced invalidity benefit or benefit under the WAO or WIA to their employer, they will immediately notify the employer in question of this.
- h. The period in which the employee is on maternity leave in accordance with section 3.1, paragraphs 2 and 3, of the Work and Care Act will not be regarded as a period of illness or invalidity.
 - i. Employees who are medically incapable of work in the long term and who have applied for and been granted a shorter wait time by the Employee Insurance Agency in accordance with section 23 of the WIA will receive a supplement to their benefit under the income support scheme for this target group (IVA) and their enhanced benefit to 100% of their income, to a maximum of € 246 per day. They will receive this supplement as of the start date of the IVA benefit, and it will stop automatically 104 weeks after the date on which they first reported sick.

5. Illness and invalidity caused by work

- a. The employer and the employee are required to behave appropriately.
- b. The employer is required to provide and maintain classrooms, equipment, aids and tools in which and with which work is performed, and to take all measures and give all instructions that may reasonably be deemed necessary to prevent their employees coming to harm in performing their duties.
- c. The employer is liable for any harm done to the employee in the performance of their duties, unless they can show that they have complied with the requirements set out at b. or that the harm was to a major extent caused deliberately or by the employee's deliberately reckless behaviour.
- d. On the basis of the provisions of paragraph a., the employer may award the employee damages or pay their costs, or provide financial compensation, with due regard for what may be considered reasonable under the circumstances.
- e. In the event of liability under the provisions of paragraph c, the employer is required to award the employee damages, to pay their costs or to provide financial compensation.
- f. The damages will at least compensate the employee for loss of wages due to illness or invalidity, insofar as this is not covered by their entitlement to continued payment of wages during illness, possible compensation of costs on the basis of article 24 or statutory or enhanced invalidity benefit.
- g. The provisions of paragraphs c to f of this article will not apply to employees who, without acceptable reasons, fail to notify their employer within 30 days of the circumstances referred to at c or d.

6. Leave due to illness or invalidity prolonged within four weeks

To determine the time frame referred to in article 4 paragraphs a and b, recommencement of leave due to illness or invalidity will be regarded as a prolongation of the previous leave, unless the employee starts this new period of leave after having fully resumed work for at least four weeks.

7. Check on resuming work

- a. The employer may decide that employees on leave due to illness or invalidity may only return to work if they have been issued with a medical report giving them permission and stating the extent to which they may resume their duties. Permission is in any event required if the employee has been on full leave for more than a year.
- b. Employees on leave due to sickness or invalidity may request their employer in writing to subject them to an examination by the health and safety service, with a view to acquiring a medical report referred to at a. They may submit such a request no more frequently than once a month, and the employer must comply with it within 14 days.

8. Maternity leave

- a. Women employees are entitled to maternity leave.
- b. During maternity leave referred to at a., employees are entitled to their full remuneration.
- c. If the employee has been awarded benefit under Chapter 3, division 2 of the Work and Care Act, the amount of the benefit will be deducted from the amount to which they are entitled under the provisions of paragraph b.
- d. If the employee is entitled to benefit as referred to at c. but if this benefit is not awarded due to the employee's failure to apply for it, this benefit will be deemed to have been awarded for the purposes of application of the provisions of paragraph c.
- e. The employee will notify the employer of the start date of their maternity leave at least four weeks prior to the date from which confinement is expected within six weeks.

9. Contagious diseases of third parties

- a. Employees who are or have recently been in contact with a person suffering from a disease which is notifiable under the provisions of the Public Health Act, may not work, and have no access to the building, classrooms or areas in which they usually perform their work, unless the health and safety service has given its permission.
- b. Employees in the situation described at a. are required to notify their employer immediately. They are required to act in accordance with the instructions of the health and safety service, including in relation to undergoing a medical examination.
- c. Employees who pursuant to the provisions of this article are unable to work will receive their full remuneration during this period.

10. Rules for the employer on the reintegration of sick employees

- a. The employer will make an effort to help employees who are unable to work due to illness to reintegrate in their own jobs, where necessary making technical adjustments to their workplace, rearranging tasks or adapting the work environment. If employees cannot be reintegrated in their own job, the employer will do all they can to find them another job within their organisation. The basic principle in applying the provisions of this second sentence is that the new job should match the employee's training and experience as closely as possible. If the employer can show that the employee is not eligible for another job or that no suitable job can be created by rearranging tasks or adapting the work environment, they will seek a placement in suitable alternative employment or –after a period of 52 consecutive weeks of incapacity to work – acceptable work with a different employer.
- b. On the basis of their obligations under the provisions of paragraph a., the employer will reach agreement with the employee on a plan of approach as referred to in section 71a, paragraph 2 of the WAO or section 25, paragraph 2 of the WIA. The plan of approach will be evaluated regularly, with the cooperation of the employee, and will be adapted if necessary. If retraining or further training is needed to reintegrate in a different job with the employer, the employer will draw up a training plan in consultation with the employee. Employees may undergo training on the basis of the training plan at the employer's expense and during working hours.
- c. The employer will give the employee written confirmation of an offer of suitable alternative employment, or after a period of 52 consecutive weeks of incapacity to work, of acceptable alternative employment with a different employer. In the written confirmation, the employer draws the employee's attention to the provisions of section 30, paragraph 1f of the Work and Income (Implementation Structure) Act.
- d. The placement referred to a. will be arranged as a secondment until the employee is dismissed on the basis of article 20 b. Notification of the secondment will be given in the written confirmation referred to at c.
- e. The employer will offer employees who are partially capable of work and who, on the basis of an assessment by the Employee Insurance Agency have been placed in a lower category of invalidity, or are no longer regarded as medically incapable of work, an appointment in accordance with their new earning capacity, unless this seriously conflicts with the interests of the service. This is in any event the case if the appointment gives rise to major financial or organisational problems for the employer.
- f. At the end of the first year of absence due to sickness, the employer and employee will complete the first year evaluation. At the request of the employee, this evaluation may be extended to include the following questions:
 - Is there a genuine risk that after 104 weeks of sickness, the employee will no longer be capable of doing their job within the meaning of the WIA?
 - Can a WGA benefit linked to this be expected to lead to a substantial loss of earning capacity?
 - Will the current reintegration pathway lead to long-term alternative employment with the employer, providing at least 50% of residual earning capacity?
 - If not, what reasonable alternatives are there for redeployment with the employer to ensure at least 50% of residual earning capacity?

- If opportunities with their own employer are either limited or non-existent, what alternatives (reintegration with another employer) can be considered at this stage?
- What are the financial consequences for both the employer and the employee if absence due to sickness continues for more than two years?
- In the event of incapacity due to sickness and/or infirmities not recognised within the framework of the WIA, the attention of both the employer and the employee will be drawn to the possible consequences of this after 104 weeks.

In order to incorporate the preliminary recommendation into mainstream policy on absenteeism, it will be issued by the employer's own specialist agency. The employee may opt to have the preliminary recommendation issued by a different specialist agency.

The specialist agency submits its findings to the employer and the employee, and takes their comments on board in formulating the preliminary recommendation.

- g. The provisions above notwithstanding, if the employee has reached retirement age, the employer is not required:
 - i. to promote the employee's employment with another employer
 - ii. to draw up, evaluate and adjust a plan of approach as referred to in section 71a, paragraph 2 of the WAO, or Section 25, paragraph 2 of the WIA
 - iii. or the first year evaluation as referred to in the previous paragraph.

11. Rules on reintegration for sick employees

- a. Employees who are medically incapable of work are required:
 - i to cooperate in following the instructions issued by the employer or an expert designated by them and complying with the measures taken by the employer or expert designated by them as referred to in article 10a;
 - ii to cooperate in drawing up, evaluating and adjusting a plan of approach as referred to in article 10b;
 - iii to perform suitable alternative work during their first year of illness or, after a period of 52 consecutive weeks of invalidity to take the opportunity presented by their employer to perform acceptable work.
- b. The provisions of paragraph a. i. notwithstanding, employees who have reached retirement age are not required to cooperate on their reintegration with another employer. The provisions of paragraph a. ii. are not applicable to them.

12. Investigation into the entitlement to WAO or WIA benefit

- a. In respect of the investigation into the entitlement to WAO or WIA benefit, the employee must follow all instructions and comply with all requirements arising directly or indirectly from the provisions of the WAO or the WIA. These also include instructions and requirements of whatever nature issued by the Employee Insurance Agency.
- b. If in investigating the entitlement to benefit as referred to at a. the Employee Insurance Agency concludes that the employee is capable of work and may resume their own work, albeit under different conditions, the employer is

required to deliver these conditions within a year of the Employee Insurance Agency's assessment.

- c. If in investigating the entitlement to benefit as referred to at a. the Employment Insurance Agency concludes that the employee is capable of work and may resume work in one or more other jobs with the employer, the employer is required to appoint the employee in one of these jobs within a year of the Employee Insurance Agency's assessment.

13. Reintegration in useful work

- a. If on the advice of the health and safety service or the reintegration agency, after 12 months' illness the employee performs useful work for their employer or a third party in the interests of their reintegration, they will be paid for the hours in which they perform this work at the same hourly rate as for their own job, and 70% of this rate over the remaining hours of sick leave. Article 4, paragraphs c to g, are applicable.
- b. Work considered useful in the interests of employees' reintegration will not include therapeutic work. Work may be considered therapeutic if it meets the following requirements:
 - i the activities must be carried out within a timeframe stipulated in advance;
 - ii this timeframe may be no longer than six weeks;
 - iii the work must be part of a constructive reintegration programme;
 - iv it may not be an existing job described in the CAO;
 - v it must be a newly created job;
 - vi a supervisor must be present at all times;
 - vii the individual must be able to leave at any time.

- c. Training in the interests of reintegration will be regarded as sick leave, unless on the advice of the health and safety service or reintegration agency and with the agreement of the employer it is deemed necessary for reintegration. The employee should undergo this training within the framework of useful work referred to at a. and b.
- d. If in the interests of their reintegration and on the advice of the health and safety service or reintegration agency the employee performs useful work for the employer or a third party, all income from this work will be deducted from their remuneration.

14. No entitlement to remuneration

Employees will not be entitled to remuneration if according to a medical report:

- a. the illness is pretended, or presented in such exaggerated terms that they cannot be deemed medically incapable of work;
- b. they have deliberately caused the illness, unless, due to mental health problems, they cannot be considered responsible for this;
- c. they become medically incapable of work within six months of a medical examination carried out in relation to their appointment, if they have evidently provided incorrect information about their health, or have deliberately concealed information, as a result of which they were wrongly declared medically fit to work.

15. Cessation of remuneration

- a. The employer may withhold entitlement to remuneration wholly or in part if and as long as the employee:
 - i refuses to undergo a medical examination required under this scheme, or fails to appear for an examination of which they have been given proper notice;
 - ii refuses or fails to submit a timely application to the Employee Insurance Agency for WAO or WIA benefit, or to submit to the Employee Insurance Agency a request for prolongation of benefit;
 - iii refuses to give their full cooperation to a medical examination to assess their entitlement to WAO or WIA benefit;
 - iv contravenes monitoring requirements, if these have been imposed on them;
 - v leaves the country without a statement from a physician expressing no objection;
 - vi wrongly fails to undergo or continue undergoing medical treatment, or fails to comply with the instructions issued by the health and safety service or the Employee Insurance Agency, or behaves in such a way as to prevent or delay their recovery, on the understanding that this does not include instructions relating to cooperation in procedures of a medical or diagnostic nature;
 - vii performs work for themselves or third parties during the period in which they are medically incapable of work, unless according to a medical report issued by the health and safety service or the Employee Insurance Agency, this is in the interests of their recovery, reintegration or resumption of

- work;
- viii fails to perform their work or suitable alternative work or, after a period of 52 consecutive weeks of invalidity, acceptable work at the time and to the degree required by the health and safety service or the Employee Insurance Agency, unless they have given a reason recognised as valid by the health and safety service or the Employee Insurance Agency;
- ix refuses without good reason to comply with a reasonable instruction issued by or measure taken by the employer or expert designated by the employer geared to enabling them to perform suitable alternative or acceptable work;
- x refuses to cooperate in drawing up, evaluating and adjusting the plan of approach referred to in article 10 b.
- b. The whole or partial withholding of entitlements referred to at a. above will take effect as of a date specified in the employer's decision. This date may not be earlier than the date of the decision.
- c. The instructions and requirements drawn up and issued by the Employee Insurance Agency in accordance with chapter II of the WAO or chapter 10 of the WIA are applicable to the employee to the same degree as instructions and requirements drawn up and issued by their employer.
- d. If the Employee Insurance Agency imposes penalties on the employee in accordance with chapter II of the WAO or chapter 10 of the WIA, these penalties will apply to the employee and will have the same effect on their remuneration as penalties imposed by their employer.
- e. Remuneration partly or wholly denied or withdrawn pursuant to article 14 of this article will be paid to the employee if, after a new examination, a committee of doctors appointed in accordance with the provisions of article 19, decides in their favour. Remuneration partly or wholly denied or withdrawn will also be paid to the employee in the event that, and dependent on the degree to which, the Employee Insurance Agency later concludes that the penalties referred to in paragraph 4 were wrongly imposed. Payment of aforesaid remuneration will take place on the understanding that benefit under article 16d will be deducted from it.

16. Payment to others

- a. If the employee is receiving care in a hospital or in other exceptional circumstances, their remuneration may be paid wholly or in part to their authorised representative. If the employee is incapable of giving their authorisation, the employer may decide on persons who may in all reasonableness be regarded as eligible to act as the employee's authorised representative.
- b. In exceptional circumstances, the employer may decide that in the cases referred to in articles 14 and 15 a. payment of no more than the amount of the wholly or partially withheld remuneration may be paid to persons who may in all reasonableness be regarded as eligible.

17. Medical examination during leave due to sickness or invalidity

- a. Without prejudice to the provisions of articles 10, 11 and 12 the employer may require the employee to undergo a medical examination with a view to establishing:
 - i whether they are medically incapable of work;
 - ii whether a circumstance referred to in article 14 or article 15 paragraph a. vi. has arisen;
 - iii whether further measures are needed in the interests of the employee's recovery;
 - iv when and to what extent they can return to work;
 - v whether terms exist to issue a medical statement expressing no objection as referred to in article 15 paragraph a. v.
- b. The employer will inform the employee in writing of the results of the examination as soon as they have received them. At the request of the employee, their attending physician may also be informed in writing of the results.

18. Examination despite performance of duties

- a. The employer may also require an employee who is not on leave due to illness or invalidity to undergo a medical examination, if they believe that there are well-founded reasons for doing so. They will inform in writing both the employee and the health and safety service of these reasons.
- b. Employees who are exposed to an exceptional health risk in the performance of their duties, or whose health must meet special requirements, are required to undergo regular medical examinations on the instructions of or in consultation with the health and safety service.
- c. The employer will immediately inform the employee in writing of the results of the examinations referred to in paragraph a and b, and of the opportunity to undergo a new examination within the timeframe and under the conditions referred to in the provisions of article 19. At the request of the employee, their attending physician may also be informed in writing of the results.
- d. If from the results of the medical examination it may be concluded that an employee's physical and mental condition is such that it is not in their own interests, or those of the institution or of third parties with whom they engage during their work to continue performing all or part of their duties, the employer will instruct them to take full or partial leave on the basis of these articles. During this period of leave, the employer will where possible offer the employee alternative work, insofar as this may be regarded as suitable, or, after a period of 12 months, acceptable.

19. New examination

- a. In the event of a dispute relating to medical incapacity to work, section 32 paragraph 1 of the Work and Income (Implementation Structure) Act provides scope for a new examination, and the formulation of conclusions.
- b. Employees who have objections to a conclusion of a medical nature, as referred to in article 18, may inform their employer of this, stating reasons,

within three days of receiving the results of the examination.

In support of their objections, they may submit a statement issued by a medical practitioner, who will then be given the opportunity by the committee referred to in paragraph c below to give further information either in person or in writing.

- c. Except where, having consulted the health and safety service, the employer immediately accepts the employee's objections as well-founded, they will commission a new examination, to be held within 14 days and performed by a committee of doctors, none of whom may have been involved in the first examination referred to in article 18.
- d. The committee's conclusions are binding.
- e. As soon as possible, the committee will give written notification of its conclusions to:
 - i the employer, who will then immediately inform the employee of them in writing;
 - ii the employee's attending physician, at the request of the former.
- f. The costs of the new medical examination, and the costs attached to the investigation referred to in section 30, paragraph 1e of the Work and Income (Implementation Structure) Act, are payable by the employer. The employer will also reimburse any travel and accommodation costs incurred by the employee in accordance with the CAO VO..
- g. The General Extension of Time Limits Act is applicable to the timeframes referred to in paragraphs b and c.
- h. This article is not applicable to employees who have been dismissed and whose employment contract has been terminated.

20. Dismissal on grounds of invalidity

- a. The employer may require the employee to undergo a medical examination no more than once every three months to establish whether full resumption of work is excluded.
- b. The employer may dismiss an employee on the grounds of long term invalidity if they can prove that:
 - i the employee can no longer do their work due to illness or invalidity; and
 - ii the time limit for the statutory obligation to pay salary has been reached; and
 - iii the employee cannot recover sufficiently within 26 weeks to enable them to perform their work; and
 - iv the employee will not be able to perform their work in an adapted form within 26 weeks; and
 - v the employee cannot be deployed in another, suitable job within a reasonable timeframe, even if they were to undergo training.For employees who have reached retirement age, '26 weeks' in paragraphs iii and iv should be read as '13 weeks'.
- c. In calculating the time limits referred to in paragraph 2b, periods of invalidity due to pregnancy prior to maternity leave and periods of invalidity during maternity leave, as referred to in section 3:1, paragraphs 2 and 3 of the Work and Care Act, will not be taken into account. In addition, consecutive periods of invalidity other than those referred to in the previous sentence, interrupted by periods of less than four weeks, will be added together, if they immediately precede or follow a period of maternity leave taken in accordance with section 3:1, paragraphs 2 and 3 of the Work and Care Act, unless the

invalidity cannot reasonably be regarded as having the same cause.

- d. The time limit referred to in paragraph b ii. will be prolonged:
 - i by the length of the delay if the application referred to in section 64 paragraph 1 of the Work and Income (Capacity for Work) Act is submitted later than required under its provisions;
 - ii by the length of the extension of the wait time referred to in section 19 paragraph 1 of the Invalidity Insurance Act, if, on the basis of paragraph 7 of this section, the wait time has been extended; and
 - iii by the length of the period specified by the Employment Insurance Agency pursuant to the provisions of section 24, paragraph 1, or section 25, paragraph 9, of the Work and Income (Capacity for Work) Act) or section 71a, paragraph 9 of the Invalidity Insurance Act.
- e. If the employer wishes to dismiss the employee, they must notify the employee in writing of the launch of the procedure to assess medical suitability for the job and whether recovery may be expected within three months. This notification may be given no earlier than from the 21st month after the first day of sick leave, on the understanding that the investigation into opportunities for resumption of work should be completed no later than in the 24th month after the first day of sick leave.
- f. In investigating whether the conditions for dismissal as referred to in paragraph b have been met, the employer should take account of the results of the WIA claim assessment and – where applicable – of the Employee Insurance Agency expert assessment requested by the employer or the employee.
- g. If in investigating an employee's permanent medical incapability to do their job, as referred to in the paragraphs above, the Employee Insurance Agency reaches the conclusion, in the framework of a WIA claim assessment, that they are capable of resuming work, under different conditions, in their own job or in one or more jobs with the employer, dismissal is only possible if the employee is immediately appointed, under these different conditions, in their own job, or in one of the other jobs.
- h. No appeal can be lodged with the court against the conclusions of the investigation referred to at f.
- j. If the employee has reached retirement age:
 - i in paragraph e. '21st month' should be read as '9th week, and '24th month' as '13th week';
 - ii in paragraphs f and g, the WIA claim assessment should be replaced by an assessment by the health and safety service to establish whether the conditions referred to in paragraph b have been met in the employee's case.
- k. Employees whom the Employee Insurance Agency, in implementing the WIA, has declared at least 65% medically capable of work will not be dismissed at the end of the period referred to at b. unless this is in the serious interests of the service. This is in any event the case if continuing to employ the employee would give rise to serious financial problems for the employer. In prolonging the employment contract, the employer and the employee reach agreement on the content of the job and the corresponding remuneration. These agreements will be confirmed in writing. Any difference between the former and the new remuneration will be compensated by 65% for a period of five years. Any entitlement to statutory or enhanced unemployment benefit on the basis of redundancy from the job referred to in the first sentence, will be deducted.
- l. The written confirmation referred to at k. is an appealable decision.

- m. Remuneration referred to at k also includes remuneration referred to in article 1e, in relation to which any reduction to remuneration pursuant to the provisions of article 4 or a corresponding scheme based on a CAO will be disregarded.

21. Dismissal in connection with non-cooperation in reintegration

- a. Employees unable to work due to illness may be dismissed if, without well-founded reason they refuse:
 - i to comply with reasonable requirements imposed by the employer or expert designated by the employer and to cooperate in measures taken by the employer or expert designated by the employer to enable them to do their own work, or suitable or acceptable alternative work;
 - ii to do suitable or acceptable alternative work for which the employer provides the opportunity;
 - iii to cooperate in drawing up, evaluating and adjusting a plan of approach as referred to in article 10b, unless they have reached retirement age.
- b. To assess whether a situation has arisen as described in paragraph i. above, the employer seeks the advice of the Employee Insurance Agency and takes this into account.

22. Claims due to illness and invalidity after dismissal or termination of employment contract

- a. Former employees who, due to illness or invalidity arising prior to the date of their dismissal, said dismissal not on the grounds of illness or invalidity, or prior to the date on which a temporary expansion of tasks ended, not on the grounds of illness or invalidity, or prior to the date on which their fixed-term employment contract expired, are still medically incapable of performing suitable work after that date, or after persistent invalidity in the period referred to in section 19, paragraph 1 and 2 of the WAO or section 23 of the WIA, possibly prolonged pursuant to section 19, paragraph 7 of the WAO or section 24 of the WIA, or section xv, paragraph 14 a and c, of the Sickness Absence (Disincentives) Act, acceptable work, insofar as they have not been declared eligible for resumption of work and have been appointed in a job, will receive benefit during their period of invalidity to an amount equal to their last salary. The provisions of this last sentence are applicable insofar as the period of 12 months referred to in article 4a has not yet ended, but only up to the first day of the first month following the month in which they reach the age 65. For six months after this 12 month period, but only up to the first day of the first month following the month in which they reach the age 65 they will receive 70% of their last salary. Article 4, paragraphs b and g, apply by analogy.
- b. Former employees who within four weeks of the date of their dismissal, or of a temporary expansion of tasks ending, or of their fixed-term employment contract ending, are unable to do suitable work due to illness, will receive benefit to the amount of their last salary, provided they were employed for at least eight weeks immediately prior to that date. Benefit to the amount of their last salary will be paid as long as they are medically incapable of work, and insofar as they have not been declared eligible for resumption of work and have been appointed in a new job, but for no more than 52 weeks from the start of their illness, or up to the first day of the first month following the month in which they reach the age of 65 if this is earlier. Article 4, paragraphs b and g, apply by analogy.
- c. Former employees entitled to benefit under the Sickness Benefits Act are entitled to benefit as referred to in article 22, paragraphs a and b, reduced by

the benefit received under this act.

- d. The salary of former employees referred to at a and b who on the date on which they were dismissed, or on which their fixed-term employment contract expired, are on partial special leave, will be understood to mean their salary before they took special leave.
- e. The provisions of paragraphs a to c will not apply to employees who in connection with accepting employment comparable to their former employment under the terminated contract, are eligible for remuneration, or for benefit due to sickness and invalidity on the basis of this employment.
- f. In the event of maternity leave, the former employee's benefit will be supplemented under the Work and Care Act to 100% of their last salary. Article 8, paragraph e, applies by analogy. If, after the benefit referred to in the first sentence has stopped, they are still medically incapable of performing suitable work or if, after persistent invalidity in the period referred to in section 19, paragraph 1 and 2 of the WAO or section 23 of the WIA, possibly prolonged pursuant to section 19, paragraph 7 of the WAO or section 24 of the WIA, or section xv, paragraph 14 a and c, of the Sickness Absence (Disincentives) Act, they are medically incapable of performing acceptable work, or if, within four weeks of this benefit ending they become medically incapable of work, the provisions of paragraphs b and e will apply by analogy. The period of 52 weeks referred to at b. will start on the day following the date of parturition. The former employees referred to in this paragraph are employees who will probably give birth or have given birth within a period of 10 weeks after the date of their dismissal.
- g. The size of the benefit referred to in this article, i.e. to the amount of the last salary or 70% thereof, will be reduced by, or if already paid, settled with:
 - i benefit awarded under the Sickness Benefits Act, the Unemployment Insurance Act, enhanced unemployment benefit, or WAO or WIA benefit, or other invalidity or unemployment benefit;
 - ii enhanced invalidity benefit awarded by the ABP pension fund;
 - iii income now received by the former employee from or in connection with work or a business, including sickness or invalidity benefit, insofar as they are not derived from insurances to which the employee has been the sole contributor.
- h. In the cases referred to in this article, the provisions of articles 14, 15 16 and 17 apply, where possible, by analogy.
- i. In the cases referred to in this article, benefit under the Sickness Benefit Act, the WAO, the WIA or the Work and Care act will be regarded as received if they have been refused either wholly or in part or not paid either wholly or in part on the basis of statutory provisions.

23. Conditions and obligations in claiming entitlements in relation to sickness and invalidity after termination of an employment contract.

- a. In order to claim the entitlements referred to in article 22, paragraphs a, b and d, former employees should apply to the employer within seven days of the circumstances in question arising. If they fail to apply within this period, they will lose this entitlement over the days exceeded unless they can show that they could apply no earlier.
- b. The employer is responsible for establishing and adjusting the entitlements referred to in this article. Payment will take place monthly, unless, with the permission of the former employee, a different schedule is chosen. Before the correct amounts are established, the employer may make payments in the form of advances.

- c. In accepting the entitlements referred to at a, b, d and g of article 22, former employees will be deemed to have agreed to provide all the information about their circumstances considered necessary by the employer to fulfil these entitlements.
- d. If the employer considers it necessary, former employees are obliged to undergo a medical examination in order to gain an entitlement to any possible invalidity benefit replacing the entitlements referred to in article 22, at a, b, d or g.
- e. Former employees are obliged to notify the employer, immediately and of their own volition, of all circumstances which they may reasonably be expected to understand or should understand may be of influence on the establishment of the entitlements referred to in article 22, at a, b, d and g. These circumstances also include expected income of any nature, the size and duration of which cannot or cannot yet be specified precisely.
- f. The employer may decide that no right exists to the entitlements referred to in article 22, at a,b,d, and g if the former employee has failed to provide the necessary information, or has provided incomplete or incorrect information.
- g. The employer may withdraw, temporarily or permanently, the right to all or some of the entitlements referred to in article 22, at a, b, d and g, if the former employee, without valid reason, fails to fulfil or no longer fulfils the requirements referred to at e and g, or fails to provide information relating to a change to these entitlements, or provides incomplete or incorrect information.
- h. The right to the entitlements referred to in article 22, at a, b, d and g will in any event lapse if the former employee has failed to apply for them within two years of the termination of their employment contract.
- i. Benefits pursuant to the entitlements referred to in article 22, at a, b, d and g, which have not been received or claimed within three months of their due date will no longer be paid. In exceptional cases, the employer may depart from the provisions of this first sentence to the benefit of the employee.

23a Compensatory benefit under the Work resumption scheme for persons partially capable of work (WGA)

- a. Employees who are entitled to wage-related benefit under the Work resumption scheme for persons partially capable of work (WGA) the duration of which is shorter than would have been the case under the provisions of the WIA applicable on 31 December 2015, are entitled to compensatory benefit under the WGA if, as a result, the sum of their WGA benefit and their ABP invalidity pension is lower.
- b. Compensatory benefit under the WGA will be paid immediately after wage-related WGA benefit stops.
- c. The duration of compensatory WGA benefit is equal to the difference between the duration of wage-related WGA benefit under the WIA as applicable on 31 December 2015 and the duration of wage-related WGA benefit as awarded. The compensatory WGA benefit supplements the WGA wage supplement or follow-up benefit and the ABP invalidity pension to the amount of the wage-related WGA benefit and ABP invalidity pension that would have been payable if duration of the wage-related WGA benefit had not been curtailed.

- d. Entitlement to compensatory WGA benefit will be examined on request.
- e. Applications for compensatory WGA benefit may be submitted from one month prior to the date on which wage-related WGA benefit stops.
- f. Entitlement to compensatory WGA benefit cannot be established over periods occurring more than 52 weeks prior to the date on which the application was submitted.
- g. Without prejudice to the provisions of this article, the provisions of the WIA on claiming the right to benefit, including the requirements and sanctions regime, excluding the provisions on fines, also apply to compensatory WGA benefit.

24. Costs of illness and invalidity due to work-related causes

In the event of sickness or invalidity largely caused, in the opinion of the employer, by the nature of the work with which the employee was charged, or by circumstances under which this work had to be performed, and for which the employee cannot be deemed culpable, or which cannot be attributed to the employee's own carelessness, the employer will reimburse the costs of necessary ongoing medical treatment.

25. Reimbursement and recovery

- a. All or part of payments for which the employer is not liable under this scheme, or which have been made in excess, may be recovered or deducted from remuneration or benefit payable at a later date pursuant to this scheme, or offset against benefits pursuant to the Enhanced Unemployment Benefit (education and research personnel) Decree, the Enhanced Unemployment Benefit (primary, secondary and vocational school staff and staff at schools for adult education) Decree or the Redundancy scheme for secondary school staff:
 - i for five years after the date of payment if the employee has led the employer to make an undue payment; and
 - ii for two years after the date of payment in other cases in which it should have been obvious to the employee that the employer has made an undue payment.
- b. Employees will repay an advance in response to the employer's first demand, or the employer will deduct it from remuneration or benefit payable at a later date pursuant to this scheme, or offset it against benefits pursuant to the Enhanced Unemployment Benefit (education and research personnel) Decree, the Enhanced Unemployment Benefit (primary, secondary and vocational school staff and staff at schools for adult education) Decree or the Redundancy scheme for secondary school staff.

26. Inalienability of remuneration or benefit

- a. Each remuneration or benefit pursuant to this scheme, and supplements to them, are inalienable and may not be pledged or pawned.
- b. Any authorisation to receive payment of the remuneration or benefit, or supplements to them referred to at a. above, in whatever form and under whichever name, is revocable.
- c. All clauses or provisions contrary to the provisions of paragraphs a and b are nul and void.

27. Recovery of Compensation Act

Employees who are public servants within the meaning of the Accidents to Public Servants (Recovery of Compensation) Act, are obliged to notify their employer as soon as possible of incapacity to work due to causes for which third parties may be deemed liable, and to cooperate in every way in implementing the provisions of this act.

28. Inspection

The employer ensures that an updated version of this scheme is permanently available for inspection at a location to which employees have access.

29. No rights prior to date on which the scheme comes into force

Unless explicitly stated to the contrary in the provisions of this scheme, employees may derive no rights from this scheme in the period in which they are entitled to benefit under the Enhanced Unemployment Benefit (primary, secondary and vocational school staff and staff at schools for adult education) Decree applicable on the day prior to the date on which this scheme came into force.

30. Title

This Scheme will be known as the Secondary education sickness and invalidity scheme (Zavo).

Annexe 13.

Health and safety code

The code has not been included in this version.

For information on the code, go to www.arbocatalogus-vo.nl [in Dutch]