

# CLA Sanquin 2024-2025

## Collective Labour Agreement Sanquin

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## **Summary of new agreements Collective Labour Agreement Sanquin 2024**

The following parties

Sanquin Blood Supply Foundation, established in Amsterdam, hereinafter referred to as Sanquin

and

The following trade unions:

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

have entered into a collective labour agreement (CLA): Sanquin 2024-2025. The following explains what is different in this CLA compared to the previous one.

### **Validity**

The CLA is valid from 1 January 2024 to 1 January 2026.

### **Salary increase**

- Salaries will be increased by 4% as of 1 May 2024. The maximum increase is gross €6000 per year on a full-time basis.
- Salaries will be increased by 3% as of 1 January 2025.

### **Pension contribution distribution**

As of January 1, 2025, the pension contribution distribution will be adjusted as follows: 65% will be covered by the employer, and 35% by the employee (until December 31, 2024, this was 60% and 40%, respectively).

### **Reformulation of purpose and framework of the CLA Provisions on Individual Development Plan (Dutch: IOP) and Individual Training Budget (Dutch: IOB)**

The CLA parties have agreed on an updated arrangement regarding the IOP/IOB (Article 3.2.15). By the end of 2025, the CLA parties will evaluate the implications of the IOB for the (tax-exempt allowances within) the Work-Related Costs Scheme (Dutch: WKR). Based on this evaluation, they will decide whether to continue and/or adjust the IOP/IOB plan.

### **Mobility**

As of 1 January 2025, the maximum reimbursable commuting distance will increase to 35 kilometres. This limit does not apply to employees who exclusively use public transportation for travel between home and their workplace. Reimbursement of travel expenses will continue to be based on the NS Traject Vrij monthly ticket price table. This table is indexed annually and published on the intranet.

### **Bereavement leave**

CLA Article 12.4.4 (Calamity leave, and other short-term absenteeism leave) is amended. Section 3 expands the possibility for bereavement leave. In the event of the death of a partner or a first-degree family member, employees are entitled to at least 57 hours of paid leave (part-time employees receive a pro-rata allowance) starting from the date of death. If

additional time is needed to cope with the loss, customised arrangements can be made with the employee's manager.

### **Study Agreements**

#### *Standby, presence, and on-call duty shifts*

In 2024, the CLA parties will assess the necessity of the current planning for standby, presence, and on-call duty shifts. They will examine whether fewer shifts are needed and/or whether they can be converted into regular (potentially irregular) shifts. Based on the findings, the CLA parties will agree on the system and level of the allowances by early 2025.

#### *Parking costs*

In 2024, Sanquin reviews the organisation and funding of parking options at each location. Based on the results, the CLA parties establish concrete agreements about parking options and parking cost reimbursements by early 2025.

### **Other Agreements**

#### *Priority in scheduling (new CLA Article 3.2.19)*

Where departments employ external contractors, employees on payroll will be given priority in scheduling over the external contractors.

#### *Right to disconnect (new CLA Article 3.2.20)*

Employees have the right to disconnect from Sanquin during times they are not working or scheduled. However, employees must remain available (and respond to calls) if they are scheduled for standby, presence, or on-call duty shifts.

#### *Evaluation of the modernised CLA*

At the end of 2025, the modernised CLA texts will be evaluated to determine whether:

- Texts can be removed (because they are no longer relevant);
- Texts need to be updated;
- Texts need to be added;
- The order of chapters and/or articles needs adjustment.

The goal is to incorporate any necessary changes into the CLA for 2026 and beyond.



## Chapter 1 Introduction

### 1.1 Explanation of definitions

**Various definitions are used in this collective labour agreement (CLA). Here you find an explanation of a number of them:**

#### **a. Your employer is:**

- Sanquin Blood Supply Foundation
- Sanquin Health Solutions Group BV
- Sanquin Diagnostics BV
- Sanquin Innovation BV
- Sanquin Exploration & Development BV
- Sanquin Property & Services BV

In this CLA we refer to alle of these as: **Sanquin**

Is Sanquin planning to set up or acquire a company? It will then be examined whether this CLA also applies to the employees in that new company.

#### **b. Employee**

You are an employee if you have signed an employment contract with Sanquin. There are a few exceptions:

1. A director is not an employee, but a person responsible for Sanquin's policy preparation. A director also manages a department or company of Sanquin. A director is accountable to the Board of Directors. Directors are appointed by Sanquin.
2. A holiday worker is not an employee, but someone who works for Sanquin occasionally during (school) holidays for a maximum of six consecutive weeks.
3. Once you have reached the retirement age for the Dutch state pension (AOW), you are not no longer an employee.

#### **c. Relationship partner**

A relationship partner is:

1. A registered partner

or

2. The person with whom you live together without being married. Unmarried cohabitation applies if two unmarried people run one household together. This doesn't apply when living with a father, mother or child.

#### **d. Salary**

Your salary is the gross monthly salary you receive as an employee, without allowances. An allowance is money you receive for overtime, irregular shifts, stand-by shifts, presence shifts and on-call duty shifts, a reward or bonus, a temporary allowance, special job performance, substitution, holiday allowance, commuting costs, travel and accommodation costs, BIG registration costs and relocation costs. Unless this CLA states otherwise about one of these reimbursements.

**e. Hourly wage**

We calculate your hourly wage by dividing your salary by 156 (for full time). Full-time employment at Sanquin is 36 hours per week.

**f. Collective agreement amounts**

The amounts stated in this CLA are gross amounts, so before deductions such as income tax, unless stated otherwise.

**g. FWG® system**

The FWG® system is the supportive system used for evaluating your job position. Further information about job evaluations can be found in Annex D.

**h. Trainee**

A trainee works according to an internship contract. That is different from an employment contract. This CLA doesn't apply to trainees, and they are also not included in the staffing count.

**i. Holidays and anniversaries**

The following days are public holidays or memorial days at Sanquin: New Year's Day, Easter Sunday and Easter Monday, Ascension Day, Whit Sunday and Whit Monday, King's Day, Liberation Day (every year) and Christmas Day and Boxing Day. In addition, Sanquin can determine special holidays and memorial days together with the works council. An Sanquin anniversary, for example.

**j. Off duty**

Off duty basically means that you don't have to work. However, you may have a special duty such as an on-call duty or stand-by shift. Completely off duty means you don't have any special duty either. You can read more about special duties in Chapter 10.

**k. In consultation and after consultation**

In consultation means that the works council or the employee must have agreed to something. After consultation means the subject has been discussed with the works council or the employee.

**1.2 When and to whom does this CLA apply?**

1. This CLA applies to the employment relationship you have with Sanquin as an employee.
2. Do you work for Sanquin, but not as an employee? Then Sanquin is allowed to apply all or part of the agreements from this CLA to you.

## **Chapter 2 The Sanquin CLA**

### **Article 2.1 Term, amendment and termination of the CLA**

1. This CLA applies from 1 January 2024 to 31 December 2025.
2. For compelling reasons, this CLA can be amended during this term. Approval from the CLA parties, which are Sanquin and the trade unions, is required in that case.
3. If a new CLA hasn't been agreed upon at the end of the term, it will be automatically extended for one year at a time. Unless a CLA party indicates that it wishes to change something or terminate the CLA. This must be communicated at least one month prior to the expiration date of the CLA.

### **Article 2.2 Character of the CLA**

Sanquin's CLA has a minimum character. This means that we deviate from the agreements in this CLA only if:

1. It's stated in the text that it's possible to deviate from the rule;  
or
2. A proposed deviation from the rule is in your advantage. This deviation must then be recorded in writing.

### **Article 2.3 Amendments**

Sometimes it turns out that a part of the CLA doesn't work out as intended. This may be to your disadvantage, to the disadvantage of Sanquin or both. In that case, Sanquin and the trade unions will discuss this. If the CLA parties deem it necessary, that part of the collective agreement may be amended.

### **Article 2.4 Temporary workers and seconded persons**

If you work at Sanquin through an employment or secondment agency, you will receive the same salary and the same allowances. You also work the same number of hours per week as employees who are employed by Sanquin. We compare your position with the same or a similar position within Sanquin.

### **Article 2.5 Interpretation Committee**

An Interpretation Committee has been set up for the interpretation and explanation of articles of the CLA. You can read more about this committee in Annex E.

### **Article 2.6 Social Charter**

In case of a merger, reorganisation, (partial) closure of Sanquin or some form of cooperation, rules are in place. These rules are outlined in the Social Charter, which can be found in Annex B.

## **Chapter 3 The employment contract, legal requirements and additional agreements**

### **3.1 The employment contract**

#### **Article 3.1.1 Definition**

1. The employment contract is a written agreement, signed by you and by Sanquin. You can find it in your personnel file.
2. If parts of the employment contract are amended, you will receive a written confirmation of this.

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

1. The employment contract is normally for an indefinite period, meaning without an end date.
2. If you start working for Sanquin after you have reached the retirement age, then the employment contract applies for a definite period. This means that there is an end date in the employment contract.
3. If you receive an employment contract for a definite period, the end date or the reason for this is stated. If you perform well, your fixed-term employment contract will generally be converted into an employment contract for an indefinite period. This only applies if it concerns a permanent formation position.
4. Article 7:668a of the Dutch Civil Code applies to several successive fixed-term employment contracts, except for the following cases:
  - Temporary workers who receive a fixed-term employment contract with Sanquin within six months after the end of the temporary employment contract, are considered getting a second fixed-term employment contract. Article 7:668a of the Dutch Civil Code, paragraph 2, will continue to apply.
  - Conducting scientific research at Sanquin means receiving an employment contract for a definite period. This employment contract can be extended no more than five times for a definite period of time. The successive agreements together apply for a maximum period of four years.
  - An employment contract to work on PhD research at Sanquin includes no restrictions on the duration and number of renewals. The fixed-term employment contract can therefore be extended again and again.

#### **Article 3.1.3 Conflicts (disputes)**

1. There is a conflict if Sanquin or you report this to the other in writing. It is important that the conflict is substantiated with a motivation. We call such a conflict a dispute.
2. You can take your complaint to the Employee Complaints Committee. Procedures can be found on the Sanquin intranet page about this committee and in the Employee Complaints Procedure in the Personnel Manual.
3. The judgment of a dispute is made by a judge in court.

#### **Article 3.1.4 Suspension**

1. Sanquin may suspend you for a maximum of one week. This means that you don't work for Sanquin during that week, but you will be paid. You can be suspended if there is a reason that is so serious that, according to Sanquin, you can no longer perform your work responsibly.

2. Sanquin may extend the suspension once by a maximum of one week. This cannot be done immediately when the suspension takes effect.
3. When Sanquin decides to impose a first or second suspension, you will be informed immediately and with substantiation, and you will receive a written confirmation of this. Within four working days after this written confirmation, you can justify yourself as you have the opportunity to explain your situation. If you wish, a counsellor can help you with this.
4. Sanquin sometimes extends the suspension until the end of the employment contract. This happens if:
  - Sanquin and you have signed a termination agreement;
  - Sanquin starts a dismissal procedure with the Dutch employee insurance agency UWV;
  - Sanquin submits a request to the court to terminate your employment contract.
5. You keep your salary during the suspension.
6. Sanquin may decide that you will not have access to Sanquin's buildings and grounds during the suspension.
7. If it turns out that you've been suspended unjustly by Sanquin, then Sanquin will publicly restore your reputation at your request. Sanquin also compensates for the demonstrable damage caused by the suspension.

#### **Article 3.1.5 Relieved of duty**

1. Sanquin can relieve you of your duties for a maximum of three weeks. This happens if, according to Sanquin, there is a serious barrier for you to perform your job.
2. Sanquin can extend this inactive status once for a maximum of three weeks. With your permission, or the permission of your representative, Sanquin can extend the inactive status again for a maximum of three weeks.
3. When Sanquin decides to do so, you will be informed about this orally and with substantiation. You will also receive a written confirmation of this.
4. The inactive status can be extended until the end of the employment contract if:
  - Sanquin and you have signed a termination agreement;
  - Sanquin starts a dismissal procedure with the UWV;
  - Sanquin submits a request to court to terminate the employment contract.A precondition for this is that Sanquin believes that compelling interests make this necessary.
5. During your relieve of duty, you keep your salary and all other rights under the employment contract.
6. Sanquin may determine that you will not be allowed access to Sanquin's buildings and grounds during the period in which you're relieved of duty.
7. After the period of inactivity, you may resume your work at Sanquin. Sanquin will then contribute to your re-entry.
8. The inactive status cannot be used as a punishment.

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

1. The employment contract ends one day before you reach the Dutch retirement age (AOW).
2. The employment contract also ends:
  - If the term of the employment contract expires. Unless your employment contract is converted into an employment contract for an indefinite period (Article 7:668a of the Dutch Civil Code);

- If the work for which the agreement was entered into is done. Unless your employment contract is converted into an employment contract for an indefinite period (Article 7:668a of the Dutch Civil Code);
- If you pass away.

The employment contract ends by resignation (Article 3.1.7):

- If the agreement was entered into for an indefinite period;
  - If resignation is agreed upon;
  - If there is an urgent reason (Article 7:678 and 7:679 of the Dutch Civil Code);
  - During a written trial period (Article 7:652 of the Dutch Civil Code).
3. The employment contract ends through dissolution by court (Article 7:671b and 7:671c of the Dutch Civil Code).

#### **Article 3.1.7 Resignation**

1. Termination of employment contract always involves a term of notice.
2. If you resign yourself, the notice period according to the law is one calendar month. If Sanquin ends your contract, the notice period according to the law depends on the time you have been employed. This is stated in Article 7:672 of the Dutch Civil Code.
3. Sanquin can agree a longer notice period with you. This must be laid down in your employment contract. If your notice period is two or three months, then the same period applies to Sanquin. Unless Sanquin's legal notice period is longer than two or three months. Then this legal notice period applies to Sanquin. If your agreed notice period is four months or longer, then Sanquin's notice period is twice as long.
4. The notice period starts on the first day of the month following the month in which the notice was given. Termination is done in writing.

#### **Article 3.1.8 Death benefit**

If you pass away during employment, Sanquin pays a death benefit to your surviving dependents. This benefit is based on your most recent salary, and covers the period from the day after death to the last day of the third month following the month of death.

### **3.2 Obligations**

#### **Sanquin's obligations**

##### **Article 3.2.1 General obligations**

1. Sanquin is obliged to do or refrain from doing everything that a good employer would or would not do in the same circumstances.
2. Sanquin provides the necessary facilities to work, such as tools and workspaces. Sanquin also ensures access to professional literature. This is done after consultation with you and your department, and within the possibilities of Sanquin.
3. Sanquin is committed to allowing women to participate in senior and management positions. The policy plan that is established for this purpose gives attention to, for example:
  - Positions in which relatively few women work (under-representation);
  - Agreements concerning the elimination of under-representation;
  - The male-female ratio among new employees;
  - Career guidance and training.

4. As part of its working conditions policy, Sanquin pays attention to the workload of its employees. If absenteeism increases, an investigation can be conducted under the supervision of the occupational health and safety service to investigate a possible correlation between absenteeism and workload. If this is the case, then appropriate measures will be discussed in consultation with the works council.
5. If working in irregular shifts is no longer possible, Sanquin finds a suitable solution together with you.
6. Sanquin also takes the workload of older employees into account. That's the reason why agreements are made about an age-oriented personnel policy in consultation with the works council. This policy includes measures to alleviate the work of older employees, for example by allowing them to transfer to another position or adjust their current role.

#### **Article 3.2.2 +Meetings**

1. Both you and Sanquin can request a +Meeting.
2. In a +Meeting between you and Sanquin at least the following can be discussed:
  - Scheduling working hours and rest hours for the coming calendar year;
  - Using the Personal Life Phase Budget (PLB) / My SanQueuze Budget (MSB);
  - The availability for work at night for the employee who is 50 years or older;
  - Your job performance;
  - The working conditions and workplace environment (occupational health and safety);
  - The Individual Development Plan (IDP);
  - The use of the Individual Development Budget (IDB) for the Individual Development Plan.
3. You and your manager will talk about your need for possible informal care activities, and how to do them. The possibility of providing (un)paid leave for informal care will also be explicitly addressed. The basic idea is that you and your manager look for a solution that allows you to perform your informal care activities, and that replacement is arranged for in the department.

#### **Article 3.2.3 Employee Complaints Committee**

1. Sanquin has established an Employee Complaints Committee.
2. Sanquin has developed a general complaints procedure and a procedure for unwanted behaviour in consultation with the works council. These can be found on the intranet. The Employee Complaints Procedure is included in Sanquin's Personnel Manual.
3. Sanquin and the works council both have the same number of members on the committee. These members are appointed by the Board of Directors.
4. The committee issues a significant written recommendation to Sanquin. The complainant will receive a confirmation of this.

#### **Article 3.2.4 Insurance**

1. Sanquin is obliged to take out an insurance. This insurance covers your personal civil liability in the context of your employment contract with Sanquin. For example, if you cause material damage, physical injury or even someone's death while doing your job. This also applies to damage caused by someone who Sanquin has appointed as an employee's supervisor during his or her work.
2. Sanquin will not recover this damage from you. Unless you have intentionally caused damage or have deliberately acted carelessly.

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

1. Sanquin provides appropriate legal assistance in case you become involved in an internal or external complaints procedure, including a disciplinary procedure. You lose your rights to any legal assistance if you have deliberately acted carelessly or recklessly.
2. If, after the complaint or disciplinary procedure, it turns out that it was indeed a matter of carelessness or recklessness, Sanquin may decide that you must pay the costs of the legal assistance provided.
3. This article does not apply to criminal proceedings.

#### **Article 3.2.6 Registration costs BIG register and quality register, membership of a professional association**

1. If you work for Sanquin in a position for which registration is required under Article 3 of the Dutch BIG Act (Individual Healthcare Professions Act), Sanquin reimburses the registration costs if you actually perform that job. Sanquin reimburses the costs of re-registration once every five years.
2. If you have completed an education and work in a profession
  - as described in Article 3 of the BIG Act
  - or
  - or that falls under Article 3 of the BIG Act by AMvB (Dutch general administrative orders),and you are a member of a professional association that is affiliated with one of the CLA parties, then Sanquin reimburses the costs of the quality registration. The professional association must then maintain a quality register at the start of the term of this CLA. Only the costs of registration in a quality register are reimbursed; Sanquin doesn't reimburse any costs involved with any training that may be necessary to meet the registration requirements. If you wish to follow additional training, you can include this in your IDP, as stated in Article 3.2.18.
3. If registration costs for quality registers cannot be reimbursed according to paragraph 2, then these costs can still be reimbursed by Sanquin in consultation with the works council.
4. Sanquin reimburses the costs of membership of a professional association. This must be a profession that you practice at Sanquin.

#### **Article 3.2.7 Social policy**

1. Sanquin pursues a social policy, as is described in Annex B.
2. In consultation with the works council, Sanquin develops an annual plan containing elements of the social policy that will be implemented in the coming years.

#### **Article 3.2.8 My SanQueuze Budget**

1. You receive a My SanQueuze Budget from Sanquin every year. This budget is a combination of money and hours and includes:
  - The holiday allowance;
  - The year-end bonus;
  - an annual hour budget, which we will further refer to as MSB hours (My SanQueuze Budget). These are extra leave hours beyond the holiday hours to which you are legally entitled. Any additional hours of leave that you receive, for example for overtime, are also added to this budget.



2. The PLB transition regulation from the Sanquin CLA 2009-2011 remains in effect. PLB credits accrued before 1 January 2019 are not part of the MSB. These PLB credits, however, will be retained and don't expire. The same goes for to non-statutory hours you accrued before 2019.
3. Every month you accumulate MSB hours. The monetary value of these hours is based on your actual salary in that month. To calculate the budget in hours, the number of hours stated in your employment contract (part-time percentage) is taken into account. The budget in hours is calculated proportionally.
4. You can spend MSB on any goal of your choice. This goal cannot cost more than the budget you have accumulated. Sanquin ensures that you have insight into the amount, structure and adjustments of the budget. Sanquin is also clear about the effect of choices on, for example, your net salary and pension accrual.
5. MSB can be used each month to purchase additional leave, or to receive payment for personal goals of your personal choice. The legal and fiscal conditions attached to spending the budget are included in the SanQueuze regulations.
6. You decide on your own MSB. You don't need permission for the choices you make about this. If you are planning to purchase leave, you discuss with your manager about when to take the extra leave in order to prevent organisational, scheduling or safety problems.
7. You can save MSB hours for a motivated goal you establish in a spending plan that you discuss with your manager. This plan at least includes the number of hours you save up in the chosen period. You can always adjust the plan.
8. If you don't spend the MSB or just part of it, the remaining budget will be transferred to the next month.
9. If you have MSB left in December, either in money or in hours, and you haven't made a choice on how to use this budget, then Sanquin pays you the remaining budget. In doing so, the legally required deductions on the budget are taken into account.

### **Employee's obligations**

#### **Article 3.2.9 General obligations of the employee**

1. As an employee you are obliged to perform your tasks as well as possible. You follow Sanquin's instructions on the way of working. Each profession may have agreements on how to perform the work, which are documented in a professional status or professional code of conduct approved of and followed by the CLA parties. You do have the right to refuse certain tasks you have serious conscientious objections to. In that case, Sanquin has the responsibility to make arrangements within your department, so that you don't have to perform this task. Sanquin will also inform everyone who needs to know about this within your department.
2. As an employee you are obliged to agree to some temporary changes in your work. Even if it's not possible to discuss this with you first. These changes must be reasonable, and it's important that there is a good reason for them. This may concern an exceptional situation, or something that is directly or indirectly of great importance to your work or to Sanquin. Changes may occur in activities within your position or in your working times, all just for a short period of no more than one month.

**Article 3.2.10 Hindrance (unable to work)**

1. If you are hindered and unable to work, you must always inform Sanquin about this, or have this notified as soon as possible. Always state the reason why you're not able to work.
2. Sanquin is not obliged to pay you a salary for the hours in which you were supposed to work, but you deliberately don't.

**Article 3.2.11 Medical examination**

You are obliged to cooperate with a medical examination if Sanquin requests this and thinks this is necessary. Sanquin will explain the reason for this medical examination as a precaution and in the interest of the health situation within Sanquin.

**Article 3.2.12 Additional work besides Sanquin (ancillary positions)**

1. You're not permitted to have other functions or positions that are not in line with your work at Sanquin or its interest or image. This concerns both paid and unpaid activities. In assessing the (in)appropriateness of these activities, we assume what is considered reasonable.
2. Sanquin expects you to consult with your manager in advance if you are unsure whether any additional job fits in with your work at Sanquin.

**Article 3.2.13 Gifts, rewards, inheritances**

Unless Sanquin has given explicit permission, you are not allowed to:

- Directly or indirectly participate in contracting or deliveries that are carried out for Sanquin;
- Directly or indirectly accept or request gifts, rewards or commission from organisations or persons with whom you are in contact through your position at Sanquin;
- To accept an inheritance or bequest from a person you met as a donor or a patient before his or her death during your work at Sanquin. Unless this person is your spouse, relationship partner or relative up to the 4th degree. The latter are relatives up to and including great-great-grandparents, great-nephews and great-nieces (grandchildren of siblings), cousins, great-uncles and great-aunts (parents' uncles and aunts).

**Obligations of both parties****Article 3.2.14 Confidentiality obligation**

1. As an employee you have a duty of confidentiality. This means that you cannot share any information or knowledge obtained through your position at Sanquin with anyone outside of Sanquin. This obligation applies if confidentiality is necessary or logical given the situation or nature of the information, and if you are explicitly asked not to share the information or knowledge with anyone else. This obligation can be found in Article 272 of the Dutch Criminal Code. This obligation remains in effect even after the termination of employment.
2. Sanquin has a confidentiality obligation when it comes to personal information that is known about you through your position. Unless you give permission to share personal data.

### Article 3.2.15 Individual Development Plan and Individual Training Budget

1. The CLA parties consider your professional and personal development, and sustainable employability in the labour market to be important. Since 2016, a provision has therefore been included in the CLA for recording your ambitions and wishes in an Individual Development Plan, together with your manager.
2. Sanquin also makes a budget available to implement this plan, the Individual Development Budget. This allows you to support your own labour market position and keep control of your own career.
3. Sanquin has a personnel handbook scheme on training and courses. This includes when Sanquin will pay for which costs of a training or course. For example, Sanquin will fully pay for training and courses that it considers to be necessary for your current position.
4. For activities that improve your sustainable employability, and your professional and personal development, and that are not or only partially provided for by the personnel handbook scheme, you can use the IOP/IOB. You can think of:
  - Personal and professional development: the IOP/IOB offers you the opportunity to expand your knowledge and skills. You can follow a training or course, attend workshops, or follow online courses. Not only does this stimulate your professional development, but also your personal growth.
  - Sustainable employability: by investing in your own development, you can increase your value on the labour market. You can adapt to changing circumstances. This contributes to your sustainable employability.
  - Vitality and job satisfaction: the IOP/IOB encourages you to be actively involved in your career and development. This contributes to your vitality and motivation. And if you are better motivated, you perform better and contribute to a positive corporate culture.
5. Use of the scheme starts with making an IOP. You discuss the IOP annually with your manager during the Objectives Meeting at the beginning of the calendar year. In your IOP you set your goals, the activities you will undertake to achieve them, how long this will take and what it will cost. You are responsible for drawing up the IOP yourself. Your manager is expected to think along with you and suggest possible alternatives. He or she is also the one who approves or rejects your IOP with reasons.
6. If the IOP is approved, you can start implementing the plan. For the financing, you can use the IOB, a budget of €2,000 every 3 years. If you are temporarily employed, you will receive an IOB in proportion to the duration of your temporary contract. If you are permanently employed, the entire budget will be awarded at once. Please note: without an approved IOP, you cannot use the IOB.
7. The costs that can be paid from the IOB include:
  - Costs of the training and any compulsory literature;
  - Career assessment;
  - Individual coaching aimed at strengthening or improving personal development;
  - Training/courses that increase your competencies and have a direct link with your position on the labour market (for example Lean Six Sigma, project management)
  - Sports subscriptions
  - Sabbatical.

The IOB is not intended to reimburse costs for:

- Electronic resources such as computers, tablets, headphones, and other materials required for specific training courses;
- Health insurance premiums

- Swimming and diving certificates;
  - Driving and boating licenses;
  - Sports training courses, sports massages;
  - Hobby-related training courses;
  - Household appliances, furniture, DIY materials;
  - (Electric) bicycles (for this, you can use My SanQueuze Budget (MSB). You can find more information about the MSB in BijSanquin).
8. When the IOB is not enough to realise your IOP, you can add from other sources such as the saved PLB or compensation hours, and your MSB budget. You cannot claim any future IOB credits.
  9. Do you have a specific IOP agreed upon with your manager that costs more than €2,000? For example, a more expensive training for a next career step? Then you can agree to save for another 3 years up to a maximum amount of €4,000.
  10. Do you have concrete arrangements with your manager that you will take a sabbatical, in which it is stipulated when and for how long? Then you can agree that you can continue saving for another three years, up to a maximum amount of €6,000.
  11. If your manager has approved your IOP, you can start using your IOB. You send invoices and proof of payment to Sanquin. The amounts are then deposited net into your account.
  12. When financing the agreements from your IOP, the targeted exemptions and nil valuations within the WKR will be used as much as possible. At the end of 2025, the CLA parties will assess what the use of the IOB means for (the free space within) the WKR. Based on this, the parties will decide whether the IOP/IOB scheme will be continued and/or changed.

#### **Article 3.2.16 Compensation for material damage**

1. If you are dealing with material damage caused by a donor or patient that could not be prevented, Sanquin will compensate for this damage, based on the following.
2. Material damage is referred to as:
  - Damage to your possessions;
  - Damage as a result of an injury. This concerns recovery costs and costs as a result of a permanent disability. Compensation for these costs applies for a final period: From the day the damage was incurred up to a maximum of 24 months thereafter. The total damage will be reimbursed up to a maximum of 2270 euros per event.
3. In order to receive compensation, you demonstrate that:
  - A donor or patient caused the damage;
  - The damage cannot be resolved in any other way;
  - The damage was incurred during your work;
  - According to Sanquin, you have taken out sufficient self-insurance for usual risks.
4. By compensating your damage according to this article, Sanquin will enforce your rights against the person who caused the damage up to a maximum of 2,270 euros.

#### **Article 3.2.17 Protection of employee interests**

1. You may advocate your interests personally or with the aid of a representative at Sanquin.
2. On request, Sanquin will give you, your representative or both of you the opportunity to defend your interests orally or in writing within a reasonable period of time.

**Article 3.2.18 Whistleblower scheme**

You can safely report any suspected misconduct within Sanquin. The procedure for this can be found in the Regulations for Reporting Misconduct in Sanquin's Personnel Manual.

**Article 3.2.19 First choice for schedules**

If externally hired staff is employed in departments, salaried employees will have first choice over hired staff when schedules and services need to be completed.

**Article 3.2.20 Right to be unreachable**

Employees must be reachable (and work on call) if they are scheduled for standby, presence, and on-call duty shifts. At the same time, employees have the right to be unreachable for Sanquin at times when they are not working/scheduled.

**3.3 IZZ and Pensioenfonds Zorg en Welzijn****Article 3.3.1 IZZ health insurance scheme via VGZ**

1. If you are or have been an employee of Sanquin, you can opt for the group health insurance of the Dutch health insurer IZZ via VGZ. The conditions for you and your partner to join this health insurance can be found in the Collective Health Insurance Regulations of the IZZ Foundation. The reimbursements from the health insurance are stated in the terms and conditions of the health insurer that IZZ has chosen.
2. The board of the IZZ Foundation determines the Collective Health Insurance Scheme Regulations and the health insurance premium.
3. Sanquin can contribute to your premium for the Basic Supplementary Scheme. This is the employer contribution that applies to you and your partner. The amount is determined by the CLA parties. This employer contribution is indexed annually and published on the intranet.
4. Sanquin pays the full premium to IZZ and deducts the employee's share from your salary, unless stated otherwise in the Regulations.
5. The employer's contribution also applies during the continued payment of wages obligation, for example during illness. From the moment that the obligation to continue paying wages ends, you will no longer receive an employer's contribution.

**Article 3.3.2 Pension**

1. All employees with an employment contract are compulsorily insured for their pension with the Dutch Pension Fund for the Care and Welfare Sector (Pensioenfonds Zorg en Welzijn, PfZW).
2. To whom the pension applies is stated in the statutes and pension regulations of PfZW, as well as your rights and obligations as an employee and those of Sanquin as an employer.
3. You pay 40% of the pension premium yourself from your salary. As of 1 January 2025, this is 35%.

## **Chapter 4 Illness and disability**

### **Article 4.1 To whom this applies**

4. This chapter applies to employees who are incapacitated for work, as described in Article 7:629 of the Dutch Civil Code. We follow the rules from the Civil Code, unless this chapter states otherwise about certain rules.
5. Pregnancy and childbirth are not part of the disability regulations. See Article 12.4.2 for maternity leave and childbirth leave.

### **Article 4.2 Continued payment of salary**

1. If you are unable to do your job due to a disability, and you have informed Sanquin about this, then you are entitled to continued payment of part of your salary up to a maximum of 104 weeks. This payment consists of 70% of your salary and, for example, an irregularity allowance and an availability allowance. Together we call this the time-based wage. The amount of money you will receive per month through these extra salary components is based on the six-month period prior to the month in which you became occupationally disabled.
2. Based on paragraph 1 of this article, your wages will be supplemented to 100% during the first 52 weeks of your incapacity for work. In the 52 weeks that follow, you will receive 70% of your wages. This amount must be at least the statutory minimum wage that applies to you.
3. If you perform suitable work or activities without wage value in the context of your reintegration, then you receive 100% of your determined wage for those hours. Activities without wage value are activities in the context of occupational therapy, training and internship.
4. The wage determined on the basis of paragraph 1 is adjusted to:
  - General salary increases agreed during your incapacity for work;
  - Changes to your employment contract that were agreed before your incapacity for work came up. Under the condition that the period between the first day of incapacity for work and the effective date of the change is less than three months. The adjustment applies from the day on which that change takes effect;
  - Annual salary increases as long as you are incapacitated for work for less than 52 weeks. After 52 weeks, the annual increase only applies to the hours that you are able to work.
5. In some cases, you will receive a benefit according to the law or another scheme. In that case, the benefit will be deducted from your salary.
6. If Sanquin believes that you, as an employee who is incapacitated for work, are dealing with an occupational disease, chronic illness or life-threatening condition, it may decide to give you a supplement to your wages. The amount of this supplement and the period it includes, will depend on the situation.

### **Article 4.3 Reclaiming damages from third parties**

If the liability for your incapacity for work lies with another person or party, Sanquin may, if you wish, reclaim your damages together with Sanquin's damages from the other person or party.

### **Article 4.4 Reduction or cancellation of continued payment of wages**

Sanquin may opt to cancel the supplement as stated in Article 4.2 paragraphs 2 and 3 in full or in part if:

- You fail to comply with the obligations under Article 4.8;
- You lose all or part of your rights to benefits such as the Dutch Sickness Benefits Act (ZW), Disablement Insurance Act (WAO), Labour Capacity Act (WIA), (Re)integration of Incapacitated Persons Act (REA) or unemployment benefit (WW), unless this is due to Sanquin.

#### **Artikel 4.5 Re-integration**

1. In the event of incapacity for work, we would like you to reintegrate in a sustainable way. Meaning for the long term. This may be in your own job or in another suitable position. The company doctor will indicate which activities can be suitable for you, according to guidelines of UWV (Dutch Employee Insurance Agency). After this medical advice and after consultation with you, Sanquin decides on your actual activities.
2. Sanquin is obliged to offer you suitable work. This work is adjusted to the number of hours that you are fit for work. If that is not possible within Sanquin, we will look for suitable work outside of the company.
3. The reintegration will be continued after two years of incapacity for work if you have sufficient residual capacity for this. And if you actively participate in your reintegration.
4. Sanquin thinks it's important to offer employees an optimal reintegration procedure. You can therefore use all the reintegration instruments available within the organisation in consultation with Sanquin, such as access to mobility centres, and training or internship opportunities. Sanquin will pay for these costs.
5. You are obliged to cooperate with your reintegration. And also, to accept any suitable position. You can also come up with own initiatives and submit them to Sanquin.
6. Employees who are incapacitated for work have a priority position when filling vacancies within Sanquin.

#### **Article 4.6 Pension accrual during disability**

From the second year of illness, you can accrue pension by voluntarily continuing this at a maximum of the level that applied on the last day of your first year of illness. Sanquin will then calculate the employer's contribution to the pension premium based on the level of continuation that you choose.

#### **Article 4.7 Sick leave policy**

1. Sanquin implements an active policy to reduce absenteeism due to illness.
2. Sanquin makes a sick leave regulation in consultation with the works council. This document contains rules regarding absenteeism due to illness. In any case, the regulation determines:
  - When to report sick (also during your holiday);
  - Which rules to follow in case of illness or incapacity for work;
  - Which control and supervision activities Sanquin can carry out.

## **Chapter 5 Provisions for members of trade unions, professional associations and additional authority of works council**

### **Article 5.1 Facilities for trade union members**

1. Sanquin facilitates members, executives or consultants of trade unions in carrying out their work for this. Executives and trade union consultants are members appointed by trade unions and announced to Sanquin.
2. The facilities include at least the use of:
  - Bulletin boards for trade union information and announcements;
  - Sanquin spaces for trade union meetings;
  - Telephone, e-mail and the internet.
3. Executives may contact trade union members working at Sanquin. This must, however, be done within reasonable limits.

### **Article 5.2 Employer contribution**

The CLA parties have agreed that the trade unions involved in this CLA will receive an employer's contribution, for which Sanquin follows the regulations of the General Employers' Association of the Netherlands (AWVN).

### **Article 5.3 Paid leave for trade union membership**

1. Sanquin gives you the opportunity to participate in activities of the trade union of which you are a member.
2. You will receive paid leave for these activities, up to 228 hours a year. Also, if you work part time. To be used for the activities taking place during the available hours according to your employment contract.
3. Trade unions as referred to in paragraph 1 include:
  - A trade union that is a party to this CLA;
  - A trade union federation that a party to this CLA is affiliated with;
  - (Professional) associations that are members of a trade union that is a party to this CLA. These only concern (professional) associations that are mentioned at the beginning of the preamble to this CLA, *under II: The following organisations of employees.*
4. Activities as referred to in paragraph 1 include:
  - Statutory meetings or meetings of statutory regional bodies for which you have been appointed as a board member, as a delegate or as both;
  - Conferences, national and regional meetings and working groups to which you have been invited by the central board;
  - Training you give or participate in at the request of the central board. If it concerns activities of (professional) associations as described in paragraph 3, then the above-mentioned activities only include the activities related to the collective terms of employment.
5. If you are a trade union consultant at Sanquin, you will receive an exemption of eight hours per week. A maximum of two union consultants (one per union) can be exempted.



**Article 5.4 Other paid leave**

1. If you are a board member of a professional association, Sanquin gives you the opportunity to participate in activities of that professional association.
2. Professional organisations refer to the professional associations mentioned at the beginning of the preamble to this CLA, *under II: The following organisations of employees.*
3. Activities refer to meetings and activities in special committees. The activities are related to the professional content.
4. You will receive a total of 36 hours of paid leave per year if these activities take place during hours when you are available according to your employment contract. Also, if you work part time.

**Article 5.5 Additional authority of works council**

The works council has authority based on the Dutch Works Councils Act (WOR). In addition, the works council has the following rights:

- Involvement in appointments to the supervisory board. Agreements on this have been made and recorded between the supervisory board and the works council;
- Right to be consulted on a temporary provision for deputising functions in the management or the board of directors. This right does not apply to substitution during short-term absence (additional to Article 30 of the Dutch Works Councils Act);
- Right to discuss Sanquin's draft budget. Especially when it comes to the personnel budget and the procurement policy. The personnel budget contains qualitative and quantitative data on the number of employees. At least the following data will be shared:
  - An organisational chart;
  - An overview of the workforce, divided by organisational units;
  - Personnel numbers;
  - Information about the duration and extent of the employment;
  - A general substantive description of the functions.
- Right to be consulted in the event of a major interim adjustment to the personnel budget (Article 25, WOR). The works council receives the adopted budget and the changes that have been made;
- Right to official support of two hours per week per works council seat.

## **Chapter 6 Working hours and rest periods**

### **Article 6.1 Working hours**

1. Your working hours are the average number of hours you work per week. This is 36 hours per week for full-time employment.
2. In consultation with Sanquin, you can agree on working hours of up to 40 hours per week.

### **Article 6.2 Meeting hours and training hours works council**

If you, as a works council member, spend time on meetings, committees, and training, then those hours will be included in the regulation of working hours and rest periods. As such, they are part of the agreed working hours.

### **Article 6.3 Working hours and rest times (schedules)**

1. If nothing else is stated in this CLA, then the regulations of the Dutch Working Hours Act (Atw) and Working Hours Decree (Atb) apply. An overview of this can be found in Annex C.
2. Sanquin will share your schedule at least 28 days in advance. If this turns out to be impossible due to the nature of the work, then Sanquin will let you know at least 28 days in advance on which day the weekly rest period starts. And on which Sundays you don't have to work. You will be informed of your working times at least four days in advance.
3. Sanquin determines the schedule with working hours and rest periods. Working hours are preferably planned between 07:00 and 20:00h on Monday to Friday, and between 08:00 and 12:00h on Saturday.
4. If you have a schedule with rotating shifts, your shifts will start later and later (forward rotation).
5. Sanquin can only deploy you for a (part of a) shift between 23.00 and 07.00h if you are 18 years or older.
6. The shifts are worked continuously. Unless this is not possible due to tasks associated with your position. If, according to Sanquin, continuous work is not possible, then this will be discussed with you before Sanquin establishes a schedule with non-continuous shifts.
7. The transfer of your shift takes place within your working hours.

### **Article 6.4 Short breaks**

1. According to the Atw you are entitled to breaks. In addition, Sanquin gives you short coffee or tea breaks once in the morning, afternoon, evening, and night.
2. Short breaks taking less than fifteen minutes are considered as working time.
3. If the short break lasts fifteen minutes or more and is considered as personal time, then you should be able to rest during this entire break.

### **Article 6.5 Shift-free weekends**

You are entitled to at least 22 complete weekends per year in which you are free from any shift. Deviation from this may be agreed upon in joint consultation. However, you must be free from any service for at least thirteen Sundays per year.

### **Article 6.6 Maximum working time**

1. The working time per shift is no more than 10 hours without overtime, and no more than 12 hours with overtime.

2. The working time per night shift is no more than 9 hours without overtime, and no more than 10 hours with overtime.
3. The working time per week is no more than 60 hours.
4. The working time per 4 weeks is no more than 55 hours per week on average. Per 16 weeks, the working time is no more than 48 hours per week on average.
5. If you work at least 16 night shifts in a period of 16 weeks, then your working time in those 16 weeks may not exceed an average of 40 hours per week. For doctors in this situation, the working hours may not exceed an average of 48 hours per week in a period of 13 weeks.
6. More on the Atw and Atb can be found in Annex C.

#### **Article 6.7 Maximum number of night shifts**

1. You can work a maximum of five consecutive night shifts.
2. At your request, you and Sanquin can agree that you work a maximum of 7 consecutive night shifts, but no more than 43 night shifts per 16 weeks.
3. If you use the transitional provision for permanent night work as described in Article 8.1:1 of the Dutch Working Hours Decree, then what is stated in paragraph 1 and 2 of this article doesn't apply.

#### **Article 6.8 Deferred work**

1. Deferred work is work that you perform in hours that were scheduled as free hours.
2. In special cases, Sanquin can adjust your established schedule. This is only allowed if the change is necessary to properly perform a shift.
3. If Sanquin adjusts something in your established schedule which causes a change in your shift within 24 hours after you are informed about this, then you will receive an overtime allowance in addition to the hourly wage for the deferred shift. In article 8.4, paragraph 2, you will find the amount of the allowance. You will then not receive an irregularity allowance.
4. If Sanquin adjusts your schedule while you have already spent money on leisure activities, then Sanquin will reimburse these costs (compensation).

#### **Article 6.9 Compensation for public holidays**

For public holidays that are not a weekend, you get a paid day off. The following rules apply:

- If, according to Sanquin, you must work a shift on a public holiday that is not a weekend day, you receive compensation for the hours worked with retention of salary.
- If you work on Saturdays or Sundays according to your schedule, and the Saturday or Sunday is a public holiday, you get compensation in free time for the hours worked. You also receive an allowance for public holidays, as described in Article 9.4: Calculation of compensation for irregular working hours.
- Days off are also included in the schedule agreements. These are scheduled days off, without Saturdays, Sundays or weekend replacement days. Days off cannot coincide with public holidays that are on a week day.
- In consultation with the works council, Sanquin can deviate from paragraphs 2 and 3. The new agreements will then apply instead of paragraphs 2 and 3. If no agreement is reached, the provisions of paragraphs 2 and 3 will remain in effect.
- You may also enjoy a day off on your own public holiday or Memorial Day. That day then replaces (one of the) public holidays and anniversaries mentioned in Chapter 1, as long as this is feasible with business operations. You inform Sanquin of this day when you start working or before a new calendar year starts.

## **Chapter 7 Salary**

### **7.1 Salary**

#### **Article 7.1.1 General**

1. As an employee you have an employment contract. In that agreement you will find a clear description of your position.
2. The job description meets the quality requirements established by the CLA parties. You can read more about this in Annex D.
3. Sanquin classifies your job in a job group according to the FWG® system, the Dutch healthcare job evaluation system. The function groups range from 5 to 80.
4. Each job group has a salary scale, which indicates the minimum and maximum salary for your position.

#### **Article 7.1.2 FWG® job evaluation system**

1. The FWG® system is part of this CLA and will be renewed at fixed times. The CLA parties jointly determine which system version is valid.
2. You can request access to the 'available for inspection' version of this system. More information can be found at [www.fwg.nl](http://www.fwg.nl).

#### **Article 7.1.3 Salary scale**

1. You will receive a salary according to the salary scale associated with your position.
2. Your position in the salary scale is based on your previous work experience, within or outside of Sanquin.
3. If you are unable to work fully due to an occupational disability – and therefore do not earn 100% of the statutory minimum wage for full-time work – but you can still work partly, then you will receive the minimum wage that applies to you after all.
4. Salary scales are available on the intranet and in Annex I of this CLA. The amounts are based on a full-time working week of 36 hours. If you work more or less than 36 hours, your salary will be adjusted accordingly.

#### **Article 7.1.4 Payment of salary**

1. You will receive your salary no later than two working days before the end of the calendar month.
2. Sanquin pays your extra reimbursements in the following calendar month, such as allowances for irregular shifts, standby, presence, and on-call duty shifts, and allowances for commuting expenses.
3. You will receive a written explanation of on any changes in your salary, the salary calculation or both.

#### **Article 7.1.5 Changes to already classified positions**

1. Any changes in your job description or job classification are indicated as re-description or re-classification. In case of a redescription, reclassification, or both, Sanquin follows the FWG® Protocol. You can read more about this in Annex D.
2. If a reclassification puts you into a higher job group, you will also enter the salary scale of that higher job group. This means you will keep the same salary or, of the minimum wage of that group is higher than your current salary, you will receive the minimum amount of the new scale.

3. If you end up in a lower job group due to a reclassification, you will keep the same salary, but within the lower salary scale. Your maximum salary will then be the salary maximum of that lower scale plus 10%.
4. If, at the time of the reclassification, you earn more than the maximum salary as determined in paragraph 3, Sanquin will freeze your current salary. This means that you will not receive a salary increase.
5. The salary to be achieved or frozen does follow the general salary adjustments of this CLA.
6. The outcome of a reclassification process takes effect from the moment Sanquin and you have agreed on the job description. This can also be done retroactively.
7. A reclassification into a higher job group is not a promotion as referred to in Article 7.1.10.

#### Article 7.1.6 Subsequent payment

1. If you stop working at Sanquin before the reclassification process for your job has been completed, you are entitled to a supplementary payment. This concerns the period from the moment your job description is determined until the end of your employment.
2. You will receive the difference in payment between your previous salary and the salary you would have received after reclassification as a supplementary payment. Your salary also includes all allowances that are derived from your gross monthly salary.
3. If you and Sanquin agreed on a termination agreement with 'final discharge' upon termination of your employment? Then it must be clear to both parties that the right to subsequent payment lapses.

#### Article 7.1.7 Annual salary increases

1. Unless agreed otherwise in your employment contract, you will receive a (periodic) salary increase once a year, until the maximum of your salary scale is reached. The salary increase date is 1 April for all employees.
2. Your salary increase depends on what percentage you already receive of the maximum salary in your scale. This is your RSP (relative salary position). We calculate your RSP by dividing your current full-time salary by the maximum salary of the salary scale and then multiplying it by 100%.
3. If an assessment system applies that has been approved by Sanquin and the trade unions, Sanquin will also take your personal assessment into account for a salary increase. The scores are shown in the table below. In case there is no rating system, the percentages for assessment score 3 apply.

Score/RSP	≤ 80%	81-90%	91-100%
1	0,0%	0,0%	0,0%
2	2.0%	1.0%	0.5%
<b>3</b>	<b>4.0%</b>	<b>3.0%</b>	<b>2.0%</b>
4	5.0%	4.0%	3.0%
5	7.0%	5.0%	4.0%

#### Article 7.1.8 Bonus and temporary allowances

1. Sanquin can give you a bonus or temporary allowance for reasons of well-performance or the situation on the labour market.
2. One-time bonuses and temporary allowances are not included in the pensionable salary.

#### **Article 7.1.9 Promotion**

1. Promotion to a higher FWG® job group means a salary increase of 4% of your previous monthly salary. Your new salary may not be less than the minimum or more than the maximum of the new salary scale.
2. Sanquin can make other agreements about this in consultation with the works council.
3. If you have a salary guarantee in accordance with previous terms and conditions of employment regulations, then the PDR promotion scheme (Performance Development and Review) applies to you. Is your current guaranteed salary already equal to or even higher than your new salary after promotion, then you will receive at least a 4% salary increase. This means that your salary increases by 4% or more due to the promotion to a higher FWG® job group according to paragraph 1 of this article, or you receive a fixed surcharge of 4%.

The PDR promotion scheme came into effect on 1 September 2006 and has no retroactive effect.

#### **Article 7.1.10 Deputising function**

1. If Sanquin asks you to temporarily take over the work of a colleague with a higher position, you will receive compensation for this called the observation allowance.
2. You receive an observation allowance if you temporarily perform the duties of this higher position for at least half of your daily working hours. The allowance is calculated for these hours.
3. The observation allowance is 4% of the monthly salary. By this, you should receive at least the minimum salary of that higher position. If not, the surcharge is increased until this is reached.
4. Your salary including the allowance cannot exceed the maximum of the salary scale of the higher position.
5. You don't receive any observation allowance for taking over work during a holiday or for a period less than one month.
6. Sanquin can make other agreements about this in consultation with the works council.
7. The observation allowance is temporary and not included in the pensionable salary.

#### **Article 7.1.11 Jubilee**

1. If your employment at Sanquin is uninterrupted, you are entitled to a bonus of:
  - A quarter of your monthly salary if you have been employed for 12.5 years. This is a gross amount;
  - Half of your monthly salary if you have been employed for 25 years. This is a net amount;
  - A full monthly salary with an employment contract of 40 years. This is a net amount.
2. If the number of working hours in your employment contract has changed somewhere in the five years before your anniversary, your monthly salary is calculated proportionally.

#### **Article 7.1.12 Bonus upon termination of employment**

1. At your state pension age, you are entitled to a bonus of half your monthly salary. This is a gross amount.
2. If you use the flexible pension arrangement and remain employed, you will receive the bonus from paragraph 1 at the end of your employment contract. This bonus is based on the number of employment years and your salary on the day before the start of your so-called FLEX pension.

### **7.2 Year-end bonus**

You receive the year-end bonus monthly via My SanQueuze Budget, see Article 3.2.9. The year-end bonus is 8.33% of the salary earned in that month.

### **7.3 Holiday allowance**

You receive the holiday allowance monthly via your My SanQueuze Budget, see Article 3.2.9. The holiday allowance is 8.33% of the salary earned in that month.

### **7.4 Salaries Researchers in Training (OIO's)**

For researchers in training (Dutch: OIO's) employed by Sanquin, the salary amounts and periodic increases of the CLA for UMCs apply. The salary amounts of OIO's are published on the intranet.

### **7.5 Internship allowances**

1. As a secondary vocational education (Dutch: MBO), higher professional education (Dutch: HBO) or university student, you will receive an internship allowance at Sanquin. Unless you are doing a research internship.
2. Since 1 January 2024, the internship allowance for a full-time internship is 464 euros gross per month. For a part-time internship, we calculate the allowance in proportion to your number of internship hours. The internship allowance also includes the costs you incur for your internship.
3. As an intern, you will also receive a travel allowance for commuting, as described in article 11.1.1 of this CLA. Unless you already receive a travel allowance in another way, such as a public transport card.
4. The internship allowance is indexed each year with the HICP (harmonised consumer price index) and published on the intranet.
5. The costs for vaccinations required for working at Sanquin are reimbursed by Sanquin or by the government.

## **Chapter 8 Working overtime**

### **Article 8.1 Definition**

1. Overtime is occasional working time on top of the agreed working hours in your schedule. Your overtime is monitored every six months.
2. You will be paid for overtime if Sanquin has instructed you to work overtime. Or if you were right to assume that you were assigned to work extra. In the latter case, Sanquin confirms this afterwards.

### **Article 8.2 What is overtime**

1. If you start working less than half an hour before the beginning of your shift, or less than half an hour after the end of your shift, you will not be paid any overtime compensation.
2. If overtime is longer than half an hour, it will be rounded up to an hour.
3. If overtime lasts longer than an hour, it will be rounded up to half or full hours.
4. If you are over three months pregnant, Sanquin will not ask you to work overtime. Unless you have clearly indicated that you don't have any objections to this.

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

1. Your average number of hours of overtime per week cannot exceed:
  - a. 10% of 36 hours if your salary does not exceed the maximum of scale 60;
  - b. 10% of 42 hours if your salary is higher than the maximum of scale 60, but not higher than the maximum of scale 70;
  - c. 10% of 52 hours if your salary is higher than the maximum of scale 70.If you work part-time or more than 36 hours, then the maximum number of hours that you are allowed to work overtime is calculated in proportion to your contract hours. Each quarter, Sanquin monitors whether you are still below this 10%.
2. If you work more than 10% on top of your regular working hours in a quarter, then Sanquin will arrange for assistance at your request, or post a vacancy.
3. If you work part-time and more than 10% on top of your regular working hours for several quarters, then Sanquin will offers you an employment contract including more hours. If you don't accept this, then Sanquin will arrange for assistance at your request, or post a vacancy.
4. The works council may request an overtime overview. This includes overtime within a certain department or group, displayed in hours per quarter. This enables the works council to form an opinion about the policy regarding job vacancies and assistance provided.

*See Explanation to overtime chapter.*

### **Article 8.4 Compensation for overtime for full-time employment**

1. Compensation for overtime is paid in time off, equal to the number of hours you have worked extra. In addition, you will receive an additional payment, as described in paragraph 2.
2. Remuneration consists of a percentage of your hourly wage:
  - 25% for overtime between 06:00 and 22:00h on Monday to Friday to a maximum of five overtime hours in seven days. You receive 50% of your hourly wage for the other overtime hours;
  - 50% for overtime between 22:00 and 06:00h on Monday to Friday;
  - 75% for overtime on Saturday until 18:00h and on days off;



- 100% for overtime on Saturday from 18:00h, on Sunday or a public holiday between 00:00 and 24:00h, and on 24 and 31 December between 18:00 and 24:00h.  
Days off are the days on which you would not have to work according to your schedule.
3. You are entitled to compensation for overtime as referred to in paragraph 1 if:
    - a. Your salary does not exceed the maximum of scale 60;
    - b. Your salary exceeds the maximum of scale 60, but not of scale 70. This only applies to overtime of more than an average of six hours per week, to be measured over the period to which your schedule applies. Overtime in excess of those six hours will then be reimbursed;
    - c. Your salary exceeds the maximum of scale 70. This only applies if overtime exceeds an average of sixteen hours per week, to be measured over the period to which your schedule applies. Only overtime in excess of sixteen hours will be reimbursed.

*See Explanation to overtime chapter.*

#### **Article 8.5 Compensation for overtime in case of part-time employment**

1. If you work part-time, the compensation for overtime consists of your hourly wage. The number of overtime hours you work on average per week cannot exceed the difference between the number of working hours in your employment contract and the full-time working week at Sanquin (36 hours). This average is measured based on your schedule period.
2. In addition, you accrue holiday hours and holiday allowance over those extra hours worked. You are also entitled to an allowance for irregular hours on top of your hourly wage, if this applies to you (see Chapter 9).
3. If you have worked more overtime on average per week than the difference between the number of working hours in your employment contract and the hours in full-time employment, and this is calculated over the period for which your schedule applies, then you will receive compensation as explained in Article 8.4.

*See Explanation to overtime chapter.*

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

1. If Sanquin believes that, in the interest of the work, it's better not to compensate your overtime in time off (Article 8.4), then you will be paid for this overtime. This payment will then consist of your salary over the number of overtime hours worked.
2. If paragraph 1 is applied, the works council will be notified.

*See Explanation to overtime chapter.*

#### **Explanation chapter overtime**

*If you occasionally work more than the agreed working hours stated in your employment contract, then a time-for-time compensation takes place. If you have not taken the overtime hours as time off within six months of working overtime, then you will receive a reimbursement as explained in Article 8.4 or Article 8.5.*

*When it turns out during overtime or within six months afterwards that compensation in time isn't possible, then Article 8.4, Article 8.5 or Article 8.6 can be applied earlier. Article 8.3 paragraph 1 states the maximum overtime hours you are allowed to work. The standards of the Dutch Working Hours Act and the Working Hours Decree are followed here, with special*

attention to employees who work at night or perform risky work. You can read more about this in Annex C.

Article 8.4 paragraph 2 refers to 'a period of seven days', which means a period of seven consecutive working days to which an overtime payment of 25% applies. For example, if you work extra on Mondays, then the seven-day period starting on that day will end on the Tuesday of the following week. The compensation as described in Article 8.4 paragraph 2 is calculated as follows:

Sanquin determines the applicable remuneration for each hour of overtime. Thereafter, the total of this pay is divided by the total number of overtime hours. The result is the (fixed) amount of the remuneration that applies per hour. The regulation, as stated in Article 8.3 paragraph 1, is then as follows:

- If your salary is equal to or lower than the maximum of scale 60, you can work more than 46.8 hours of overtime per quarter. This is 10% of 13 weeks of 36 hours.
- If your salary is higher than the maximum of scale 60, but not higher than the maximum of scale 70, then you may not work more than 54.6 hours of overtime per quarter. This is 10% of 13 weeks of 42 hours.
- If your salary is higher than the maximum of scale 70, then you may not work more than 67.6 hours of overtime per quarter. This is 10% of 13 weeks of 52 hours.

Example:

4	overtime hours on Monday between 06.00 and 22.00h 4 x 25% x 1/156 of a salary of € 2500	= € 16.03
4	overtime hours on Monday between 22.00 and 06.00h 4 x 50% x 1/156 of a salary of € 2500	= € 32.05
4	overtime hours on Saturday until 18.00h 4 x 75% x 1/156 of a salary of € 2500	= € 48.08
4	overtime hours on Sunday 4 x 100% x 1/156 of a salary of € 2500	= € 64.10
<hr/>		
16	hours	= € 160.25
1	hour	= € 10.02

## **Chapter 9 Irregular shifts**

### **Article 9.1 Introduction**

1. Irregular work means work that you perform according to your schedule at the hours indicated in Article 9.4. These working hours cannot exceed the amount of 36 hours per week.
2. If you work more or less than 36 hours a week, the maximum number of working hours that Sanquin and you have agreed upon applies.
3. If, according to Sanquin, it's necessary for you to work irregular shifts, then you will receive compensation for this, calculated according to the regulations in this chapter.
4. You will also receive compensation for irregular shifts while taking your statutory holiday leave.

### **Article 9.2 To whom irregular shifts apply**

1. You are entitled to compensation for working irregular shifts if you are classified in scale 65 or lower.
2. If you are more than three months pregnant, Sanquin will not ask you to work irregular shifts. Unless you have clearly indicated that you don't object to this.
3. If you are 57 years or older, Sanquin will not ask you to work on night shifts. Unless you have clearly indicated that you have no objections to this.
4. If you waive the exemption from night shifts, as described in paragraph 3, you will receive forty compensation hours per year. If you work more or less than full time (36 hours), the number of hours you receive will be adjusted accordingly.

### **Article 9.3 Compensation scheme**

1. You get paid for working irregular shifts. If you prefer, you are compensated with free time.
2. To determine the amount of free time, the monetary compensation is divided by your hourly wage. You can read about the calculation of the monetary compensation in Article 9.4.
3. Sanquin agrees to compensation in free time, unless this is not in Sanquin's interests.
4. If you decide to start working earlier or to stop working later than is stated in your schedule, you will not receive any compensation for this under this compensation scheme.

### **Article 9.4 Calculate compensation**

The monetary compensation (Article 9.3) is based on your hourly wage and the following percentages:

- 20% in the hours between 06:00 and 08:00h on Monday to Friday;
- 40% in the hours between 18.00 and 22.00h on Monday to Friday;
- 43% in the hours between 22.00 and 06.00h on Monday to Friday;
- 43% in the hours between 00.00 and 06.00h on Saturday;
- 50% in the hours between 06.00 and 22.00h on Saturday;
- 53% in the hours between 22.00 and 00.00h on Saturday;
- 100% in the hours between 00.00 and 24.00h on Sunday or a holiday and in the hours between 18.00 and 24.00h on 24 and 31 December.

**Article 9.5 Phase-out scheme**

1. If your irregular shift is terminated or reduced by Sanquin, or if it's terminated without your fault or reduced on medical advice, then you may be entitled to a temporary allowance. Termination or reduction of irregular hours by Sanquin also includes a promotion to a higher position, as explained in Article 7.1.10.
2. Certain conditions apply to receiving the temporary allowance:
  - At the time of termination or reduction, you have worked irregular shifts within Sanquin for at least three consecutive years;
  - It does not concern a temporary termination or reduction of the irregular work itself;
  - The difference between the amount of paragraph 3a and the amount of paragraph 3b is more than 2% of paragraph 3a;
  - The amount calculated in paragraph 3b is lower than the amount calculated in paragraph 3a.
3. The surcharge is calculated on the difference between:
  - a. The salary plus the allowance for irregular shifts you received on average per month in the last twelve months;
  - b. The new salary plus the average allowance for irregular work per month you will receive. This salary is measured over a period of three months after the termination or reduction of the irregular shift.
4. The difference between paragraph 3a and paragraph 3b, minus 2% of the amount in paragraph 3a, is the basis for the calculation of the allowance. The basis is fixed during the phase-out period as referred to in paragraph 5.
5. During the first year, the allowance is 75% of the basis. In the second year it is 50% and in the third year 25% of this amount.

## **Chapter 10 Standby, presence, and on-call duty shifts (on-call shifts)**

### **Article 10.1 Definitions**

1. A standby shift is a continuous period of no more than 24 hours, during which – in addition to your regular working hours – you must be available to perform your job as quickly as possible in the event of a call. You are on standby duty if you are expected to be called, but the time and duration of the call is still unknown.
2. A presence shift is a continuous period of no more than 24 hours, during which – in addition to your regular working hours – you must be present at the workplace and perform your job as quickly as possible in the event of a call.
3. An on-call duty shift is the time between two consecutive shifts or during a break, during which you must only be available to work in the event of unexpected circumstances. You are on an on-call duty shift when a call is not immediately expected.

### **Article 10.2 To whom on-call shifts apply**

1. Sanquin applies the rules of the Dutch Working Hours Act and Working Hours Decree. Not used is Article 4.8:2 paragraph 2 of the Working Hours Decree: Customised arrangement/opt-out. You can read more about this in Annex C.
2. If you are scheduled for an on-call shift, you may only be called for work that cannot wait.
3. You are free from on-call shifts for at least two weekends per 28 consecutive days.
4. If you have worked for more than two hours on an on-call shift between 00:00 and 06:00h, or you have come to Sanquin at least twice during this shift in response to a call, then you are entitled to at least six consecutive hours of rest immediately after your last job is done. Sanquin continues to pay the hours of the day shift for which you have been scheduled but which therefore count as rest time.
5. If you are more than three months pregnant, Sanquin will not ask you to work any on-call shifts, unless you have clearly indicated that you don't object to them. See also Article 4.5 of the Working Hours Act.
6. If you are 58 years or older, Sanquin will not ask you to perform on-call shifts between 00:00 and 06:00h, unless you have clearly indicated that you don't have any objections to this.

### **Article 10.3 Working hours during on-call shifts**

1. If you are called during a presence shift, your compensation will be calculated over a period of at least half an hour. Are you called during a standby shift or an on-call duty shift, then the reimbursement is calculated over a period of at least half an hour plus your actual travel time.
2. If you work for more than half an hour, this period will be rounded up to the nearest hour.
3. If you work longer than an hour, this period will be rounded up to half or full hours.
4. The number of hours you work an on-call shift on average per week may not exceed:
  - a. 10% of 36 hours, if your salary does not exceed the maximum of scale 60;
  - b. 10% of 42 hours, if your salary is higher than the maximum of scale 60, but not higher than the maximum of scale 70;
  - c. 10% of 52 hours, if your salary is higher than the maximum of scale 70;We measure the average number of working hours in these shifts per quarter.
5. If you nevertheless work more than the 10% from paragraph 4, you will get assistance on request. Or Sanquin posts a vacancy.

6. If you work part-time and more than 10% of your employment hours in a quarter consists of on-call shifts, then Sanquin will offer you an employment contract for the extra hours at your request. If this is not your wish, you will get assistance. Or Sanquin posts a vacancy.
7. The works council may request an overview of the hours worked by the on-call shifts. This concerns the hours worked within a department or group, in hours and per quarter. This allows the works council to form an opinion on the policy pursued with regard to vacancy filling and assistance provision.

#### **Article 10.4 Reimbursement scheme on-call shifts**

1. If your salary is not higher than the maximum of scale 75, you on-call shift hours will be compensated in time off.
2. That compensation is per hour:
  - a. For a standby or on-call duty shift
    - on a public holiday or anniversary: 3/18
    - on a Saturday or a Sunday: 2/18
    - on other days: 1/18
  - b. For a presence shift between 06.00 and 24.00h
    - on a public holiday or anniversary: 5/18
    - on a Saturday or a Sunday: 4/18
    - on other days: 2/18
  - c. For a presence shift between 24.00 and 06.00h
    - on a public holiday or anniversary: 7/18
    - on a Saturday or a Sunday: 6/18
    - on other days: 3/18
3. If you have a standby shift, an on-call duty shift or both on more than eight weekend days within twelve weeks, then you will receive the compensation in time as described in paragraph 2. In addition, you will also receive a surcharge of 50% of this compensation for those extra standby and on-call duty shifts on weekend days. Article 10.8 paragraph 3 does not apply to this allowance.

#### **Article 10.5 Compensation scheme for work during on-call shifts**

1. You will receive compensation for the work you do during an on-call shift. Compensation in time is equal to the number of hours worked. You will receive a monetary compensation as well, also if you work part-time.
2. The compensation in money consists of a percentage of your hourly wage:
  - 25% for work between 06.00 and 22.00h on Monday to Friday. This applies to a maximum of five working hours per seven days. The other hours will be compensated in 50% of your hourly wage;
  - 50% for work between 22.00 and 06.00h on Monday to Friday;
  - 75% for work on Saturdays to 18.00h and on days off;
  - 100% for work on Saturdays from 18.00h, on Sundays and public holidays between 00.00 and 24.00h and on 24 and 31 December between 18.00 and 24.00h.Days off here refers to days on which you should not have to work according to your schedule.
3. You will receive the reimbursement from paragraph 1 if your total number of hours worked does not exceed an average of 36 hours per week. This is measured over your scheduled period, regardless of your salary.
4. If you work more than the average 36 hours, you are entitled to a compensation if:

- a. Your salary is not higher than the maximum of scale 60. This applies to all hours worked additional to your schedule;
- b. Your salary is higher than the maximum of scale 60, but not higher than the maximum of scale 70. This only applies if the number of hours worked besides your schedule hours exceeds an average of six hours per week, to be measured over your schedule period. The number of working hours exceeding those six will be reimbursed;
- c. Your salary is higher than the maximum of scale 70. This only applies if the number of hours worked besides your schedule hours exceeds an average of sixteen hours per week, to be measured over your schedule period. The number of working hours exceeding those sixteen will be reimbursed.

#### **Article 10.6 Compensation for on-call break**

If you have an on-call break during your night shift that prevents you from leaving your workplace, you will receive an on-call fee of 5 euros for every half-hour break.

#### **Article 10.7 Meals and telephone costs**

1. If you work a presence shift, Sanquin will provide free meals. If that's not possible, you will be reimbursed for a sandwich or a hot meal based on your payment proof. The maximum reimbursements are adjusted every year to the HICP, and published on the intranet. Article 11.5.1 applies to the provision of meals or a meal allowance during the presence shift.
2. You receive a (mobile) telephone from Sanquin to be available during standby or on-call duty shifts.
3. If you use your own telephone for standby or on-call duty shifts, agreements will be made about the reimbursement of your subscription costs and business-call costs.

#### **Article 10.8 Taking compensation of on-call shifts**

1. You receive the time off as described in Article 10.4 within two months after working on the on-call shift. You also take that time off within those two months, unless you Sanquin agree otherwise.
2. The free time as described in Article 10.5 will be given by Sanquin after consultation with you. This time off is received and taken no later than one quarter after the quarter in which you worked the shift, unless you and Sanquin agree otherwise.
3. If Sanquin considers free time not to be in its interest, no more than half of the time off from paragraph 1 will be converted into money. This amount is calculated on the basis of your hourly wage. You can also choose to have the free time completely converted into money.
4. On request, the works council receives an overview of the application of paragraph 3.
5. Do you work an on-call shift on a holiday designated by Sanquin, as described in Article 12.1.3? Then you can take that holiday at a later time.

## **Chapter 11 Expenses allowances**

### **11.1 Commuting travel expenses**

#### **Article 11.1.1 Commuting allowance until 1 January 2025**

1. You receive a monthly allowance for your commuting expenses. This concerns the costs of traveling back and forth between your home and work location at Sanquin once a day.
2. Your work location is the place where you spend the most hours working. If this location isn't clear, Sanquin designates that location for you. You will receive written confirmation of this. Every employee has one fixed working location.
3. The costs in paragraph 1 refer to the travel expenses of the lowest class and the cheapest fare of public transport, plus, the costs of using a bridge, tunnel or ferry. Sanquin uses the NS Traject Vrij monthly ticket rates 2<sup>nd</sup> class to calculate the compensation.
4. If you travel to your location by your own means of transport, the allowance is calculated in the same way.
5. Sanquin uses the most common route to determine the travel distance between your home and your working location. Sanquin calculate the one-way distance by using a route planner that is referred to on the intranet. If you disagree with the calculated distance, you can submit an alternative supported by facts. If Sanquin agrees to this, the number of kilometres submitted by you will be used in calculations as of the following month. In that month, you will also receive a recalculation of the allowance with retroactive effect to the moment you submitted the alternative.
6. If you travel less than five days a week, the travel allowance will be adjusted accordingly.

#### **Article 11.1.2 Commuting allowance from 1 January 2025**

1. You receive a monthly allowance for your commuting expenses. This concerns the costs of traveling back and forth between your home and your work location at Sanquin once a day.
2. Your work location is the place where you spend the most hours working. If this location isn't clear, Sanquin designates that location for you. You will receive written confirmation of this. Every employee has one fixed working location.
3. The costs in paragraph 1 refer to the travel expenses of the lowest class and the cheapest fare of public transport, plus the costs for using a bridge, tunnel or ferry.
4. If you travel to your work location exclusively by public transport, the commuting expenses refer to the costs of the lowest class and the cheapest fare of public transport. Sanquin uses the NS Traject Vrij monthly ticket rate table 2<sup>nd</sup> class to calculate the compensation.
5. If you don't travel to your location exclusively by public transport, the compensation is also based on the NS Traject Vrij monthly ticket rate table 2<sup>nd</sup> class. In this case, you will receive compensation for a travel distance of up to 35 kilometres.
6. The NS Traject Vrij monthly ticket rate table is indexed annually by the NS and published on the intranet.
7. To determine the travel distance between your home and location, Sanquin takes the most common route. To calculate the one-way distance from your home to your work location, Sanquin uses a route planner. Sanquin selects the route planner and refers to it on the intranet. If you think that the calculated number of kilometres is incorrect, you can submit the number of kilometres that you think is correct, with accompanying proof.



If Sanquin agrees, the number of kilometres you submitted will be used from the following month. You will also receive a recalculation of the allowance retroactively to the moment you reported the kilometres in that month.

8. Do you travel less than five days a week? Then the allowance for travel expenses will be adjusted accordingly.

#### **Article 11.1.3 Allowance for extra commuting**

1. You receive an extra commuting allowance:
  - If you work interrupted shifts with an interruption of more than 2 hours;
  - if you are called for a standby shift;
  - if you work overtime during hours that don't coincide with your normal working hours;
  - if you have a presence shift during hours that don't coincide with your normal working hours;
  - if you have a meeting that starts later than one hour after the end of your normal working hours.
2. In this article, travel expenses are the actual expenses incurred by public transport or a reimbursement of 30 cents per kilometre if you travel by your own car.

#### **Article 11.1.4 Allowance for extra commuting part-time work**

If you work part-time and Sanquin asks you to work extra, you receive a travel allowance for the actual public-transport costs incurred. Or a reimbursement of 30 cents per kilometre if you travel by your own car. Unless you already receive a commuting allowance for this day.

#### **Article 11.1.5 Evidence of travel expenses**

Sanquin may ask you for supporting documents for the travel expenses incurred. In this way, Sanquin can determine which travel allowance you are entitled to.

#### **Article 11.1.6 Reimbursement of travel expenses during incapacity for work**

If you are unfit for work for one month or longer, the allowance for your travel expenses will end from the first day of the new month. Unless this turns out to be unreasonable for you due to an obligation you have entered into. If you recovered partially or completely, the travel allowance will be paid again based on the number of days you are at work. This also applies if you are back at work on an occupational therapy basis.

### **11.2 Travel expenses and accommodation costs for business trips**

#### **Article 11.2.1 Business trips**

1. A business trip means traveling to or staying at a location other than your place of employment. It is an occasional trip in the context of your work on behalf of Sanquin, that takes place within your working hours and from your place of employment.
2. On a business trip, you receive an allowance for costs incurred for traveling and accommodation.

#### **Article 11.2.2 Reimbursement scheme for business trips**

1. If you travel by public transport, you will receive a travel allowance based on the lowest class and the cheapest fare of public transport. If Sanquin agrees to a business trip with your own car, you receive an allowance of 30 cents per kilometre.

2. You receive an allowance for the actually travelled kilometre. Also, if you travel all or part of a route for which you also receive a commuting fee.
3. Your accommodation costs will be reimbursed if the costs you incurred were necessary.
4. If you are in a position at Sanquin where you regularly make business trips, for example to collect blood, or you lack a permanent working location for other reasons, the following rules apply:
  - If the travel time to the service address is at least fifteen minutes longer than the travel time to the place of employment, this extra travel time will be reimbursed;
  - The travel time is calculated based on the version of the route planner referred to on the intranet;
  - Travel time is reimbursed in money, but can also be compensated in time. Sanquin will agree to this unless this is not in its interest;
  - If you disagree with the calculated travel time, you can submit an alternative travel time, based on facts. If Sanquin agrees to your calculated travel time, the business travel allowance will be adjusted accordingly.
5. If you disagree with the number of kilometres that Sanquin has calculated for your business trip, you can submit an alternative number of kilometres, based on facts. If Sanquin agrees to your calculation, your kilometre allowance will be adjusted.

#### **Article 11.2.3 Evidence of travel and accommodation costs**

Sanquin may ask you for supporting documents for the travel and accommodation costs incurred. In this way, Sanquin can determine which compensation you are entitled to.

#### **11.3 Meal allowance for presence shifts and overtime**

1. Sanquin provides free meals during certain shifts. If this isn't possible, you will be reimbursed for a bread meal or hot meal based on a proof of payment. The meal or reimbursement applies if:
  - You work a presence shift;
  - You work at least two hours overtime on behalf of Sanquin after your regular shift, during which you cannot eat your meal at your normal time and place.
2. Maximum reimbursements are adjusted every year based on the HICP, and published on the intranet.

## **Chapter 12 Holidays and leave**

### **12.1 Holidays**

#### **Article 12.1.1 Extent and structure of statutory holidays hours**

1. Sanquin adheres to the provisions of the Dutch Civil Code (Articles 7:634 to 7:645) when it comes to holidays. It's not allowed to deviate from these statutory provisions, unless this is stated in this chapter.
2. If you have a full-time employment contract of 36 hours per week, you are entitled to 144 statutory holiday hours per calendar year. If you work more or less, your statutory holiday hours will be adjusted accordingly.
3. If your employment starts before the 16th day of the month or end after the 15th day, a full calendar month is used to determine your number of holiday hours. If your employment starts after the 15th day of the month or ends before the 16th day, you accrue holiday hours accordingly (pro rata).

#### **Article 12.1.2 Taking holiday hours**

1. You can choose when you take your holidays, unless this timing is against the interests of the department or organisational unit where you work.
2. You can take a holiday of three consecutive weeks, including the weekend before and the weekend after.
3. The number of holiday hours is calculated on the basis of your agreed working hours. It doesn't matter whether you work full time or part time. For example, if you take a holiday on a day when you work nine hours according to your schedule, then you also take nine holiday hours.
4. If you take statutory holiday hours, you will receive your hourly wage for these hours. If you also work irregular shifts and you are classified in scale 65 or lower (see Article 9.2 paragraph 1), then an allowance for these irregular hours is paid on top of your statutory leave. This payment is based on the irregular hours allowance over the past six months.
5. A general holiday scheme and a general scheme for spreading the holiday hours is established in consultation with the works council.

#### **Article 12.1.3 Designating holidays**

1. Sanquin can oblige you to take a holiday on a maximum of two working days per calendar year. Sanquin designates these holidays, and they are deducted from your statutory holiday hours.
2. Sanquin designates these holidays together with the works council, and the decision applies to one or more groups of employees. The decision will be taken no later than the end of January of that calendar year.

#### **Article 12.1.4 Incapacity for work during holidays**

If you get sick during your holidays, as stated in the sick report regulations (article 4.8), then the sick days from the moment of reporting do not count as holidays.

## **12.2 Personal life-phase budget scheme as it applied until 1 January 2019**

### **Article 12.2.1 Principles Personal Life-phase Budget**

1. Until 1 January 2019, Sanquin employees received a Personal Life-phase Budget (PLB) of 57 hours each calendar year. This was based on full-time employment and a full calendar year.
2. Do you still have PLB hours left? These hours don't expire.
3. You can use this PLB credit in several ways. You make agreements with your manager about the use of these hours based on a substantiated proposal. In this proposal, you describe how your sustainable employability can be increased by using PLB hours. In a way that also suits your personal needs. The agreements about spending your PLB credit can include:
  - Payment of accrued PLB hours. You are not obliged to a monetary compensation;
  - The use of PLB hours for training that contributes to your position;
  - The use of PLB hours for training that contributes to 'from-work-to-work processes';
  - The use of PLB hours for informal care activities;
  - Your wish to use the generation policy, as described in Article 3.4. Agreements about the generation policy only apply once you have used up all your PLB hours.
  - Take all your PLB hours at once, immediately prior to your state pension date. You then take up the hours in a continuous period of a maximum of fifty times your working hours per week.
4. You can take PLB hours at your own discretion and wishes. However, the following rules apply:
  - If you wish to take a large number of PLB hours, then you do so in a written request to Sanquin at least four months in advance. State how many hours you wish to take and in which period;
  - Sanquin agrees to your request to take PLB hours, except if this is against the interests of Sanquin, your organisational unit or department.
5. Each year you can use the PLB in the multiple-choice system of employment conditions My SanQueuze Budget (Article 3.2.9).
6. If your accrued PLB hours are paid, their value is your hourly wage that applies at that time.
7. Your accrued PLB credit doesn't expire in case of sickness or inability to work.

## **12.3 Paid and unpaid leave**

### **Article 12.3.1 Introduction**

1. This scheme refers to paid leave. This means: The hours you can take based on this scheme and your agreed schedule. You don't work these hours; they are included in your total of working hours.
2. In this scheme, unpaid leave is understood to mean: The right to be free from any duty. The unpaid leave you get based on this scheme is not included in your total of working hours.
3. If you work part time, the number of leave hours you are entitled to is based on your working hours.
4. if you have a child for whom an adoption application is pending, then this child is regarded as your own child for the purpose of applying the leave arrangements in this chapter.

5. If you are a member of a religious community, this chapter applies in the same way. A priest's jubilee is equated with a wedding celebration.

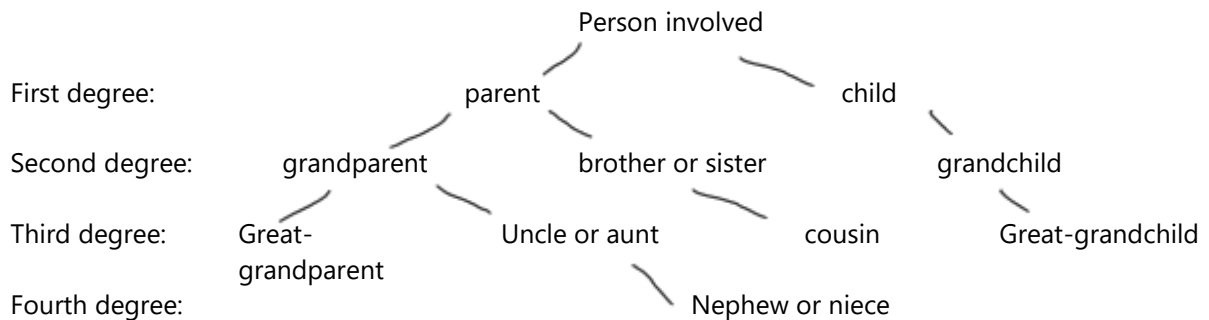
#### **Article 12.3.2 Premiums during unpaid leave**

1. The premiums that Sanquin pays during unpaid leave can be recovered from you. This means that you repay these premiums to Sanquin.
2. During an extended maternity leave, parental leave or life-course leave, you can voluntarily continue the pension insurance. Conditions for this are set out in the pension regulations. Contrary to paragraph 1, you will then receive the employer's contribution to the pension premium based on the voluntary continuation chosen by you. You don't have to repay that contribution from Sanquin.
3. If you take out or continue a basic supplementary health insurance at IZZ during the extension of maternity leave or during parental leave, you will - contrary to paragraph 1 - receive the determined employer's contribution to the premium. In this case, you won't have to repay this employer's contribution.
4. Paragraphs 2 and 3 only apply if you remain employed for at least six months after the leave. If you terminate your employment before that, you pay back the part of the premiums that Sanquin paid during your unpaid leave.

#### **Article 12.3.3 Paid leave for special events**

1. Sanquin gives you the opportunity to be present at certain special events. If necessary, you will get paid leave. So, if you are scheduled on that day, you get time off without having to take leave hours. This concerns:
  - a. Marriage or partnership registration of a family member: One day;
  - b. Marriage or partnership registration of first-degree or second-degree blood relatives of yourself or your partner: One day;
  - c. Your own 25<sup>th</sup> and 40<sup>th</sup> wedding anniversary: One day;
  - d. The 25<sup>th</sup>, 40<sup>th</sup>, 50<sup>th</sup>, and 60<sup>th</sup> wedding anniversary of your (foster) parents or your partner's: One day;
  - e. Your own 25<sup>th</sup> and 40<sup>th</sup> working anniversary: One day;
  - f. Administrative and ministerial committees in the area of health care: One day.The number of days of leave as stated under a to f also applies to part-time employees.
2. If an event as mentioned in paragraph 1 is taking place and you wish to take a leave, then you must notify Sanquin at least fourteen days before the event that you wish to attend.
3. If you are getting married or enter into a cohabitation relationship in another way by signing a notarial deed, or a municipal or church registration, then you will receive 14.4 hours of paid leave based on full-time employment. This leave will be credited to your leave card. If you work part-time, you will be granted this leave based on your working hours. Sanquin only needs to grant the hours of leave once as long as it concerns the same cohabitation relationship.
4. If you have an appointment with the dentist or doctor, and you were unable to make this appointment outside the set working hours, then you will get paid leave from Sanquin.

### Scheme relationships



#### Article 12.3.4 Leave to participate in public law lectures

1. Sanquin gives you the opportunity to participate in meetings and sessions of public law boards in which you have been elected and appointed.
2. If you are unable to work the agreed working hours due to your participation, you will receive paid or unpaid leave. The choice for paid or unpaid leave is determined each year in consultation between you and Sanquin.
3. When opting for paid leave, Sanquin can claim the compensation you receive for the activities for which you have been granted leave.

#### Article 12.3.5 Other leave options

Sanquin can provide for paid or unpaid leave.

#### Article 12.3.6 Rejection of leave

If, in the interest of Sanquin, you cannot reasonably be granted any leave at a certain time, Sanquin will discuss this with you before (partially) rejecting your request.

### 12.4 Work and care

#### Article 12.4.1 In general

1. Sanquin adheres to the provisions of the Dutch Work and Care Act, unless otherwise stipulated in this chapter. The provisions of this Act apply to adoption leave, foster care leave, short-term care leave, parental leave and birth leave.
2. If you work part-time, your leave will be calculated in proportion (pro rata) to the number of hours you work.

#### Article 12.4.2 Maternity leave and birth leave

In addition to the Work and Care Act, the following provisions also apply:

1. During your maternity leave and birth leave you are entitled to a benefit from the Dutch Employee Insurance Agency UWV. Sanquin supplements the benefit up to your time-based wage of that moment.
2. Following the birth leave, you will receive a maximum of four weeks of unpaid leave from Sanquin at your request. You must make an appointment with Sanquin about this at least three months before the due date.

#### **Article 12.4.3 Long-term care leave**

In addition to the Work and Care Act, the following regulation also applies:

1. You are entitled to paid leave if you have to provide necessary care to a loved one. This concerns home nursing, home care and terminal or palliative care of:
  - Your partner;
  - A child living at home, a child living at home of your partner, an adopted child or foster child living at home. If it concerns a foster child, it's important that the child lives at your address and is cared for and raised by you. This must also follow from the Dutch Municipal Personal Records Database (GBA);
  - A resident parent.
2. You will receive this paid leave for a consecutive period of a maximum of twelve weeks. The holiday hours that you accrue in this period must also be taken within this period.

#### **Article 12.4.4 Calamity leave, and other short-term absenteeism leave**

1. You are entitled to short-term paid leave if you have to deal with very special personal circumstances. You can then arrange the first necessary things. Very special personal circumstances are, for example, an illness in your family.
2. At the death of:
  - A blood relative in the direct line of descend (great-grandparent, grandparent, grandchild and great-grandchild);
  - A blood relative in the direct line of descend of your partner (related);
  - A brother or sister;
  - A brother or sister of your partner

you are you entitled to paid leave on the day of death and on the day of the funeral or cremation, if you were scheduled on those day or those days.

3. At the death of:
  - Your partner;
  - Your child, adopted child or foster child;
  - The child, adopted child or foster child of your partner;
  - Your parent, adoptive parent or foster parent;
  - The parent, adoptive parent or foster parent of your partner

you are entitled to take paid leave of at least 57 hours (for full-timers; for part-timers relative to the part-time percentage) from the day of death. This leave must be taken consecutively. If the funeral or cremation takes place after taking this paid leave, the paid leave will be extended up to and including the day of the funeral or cremation. If you need more time to deal with the loss after this period, you can make additional customised agreements with your manager.

## **Chapter 13 Activation scheme**

### **Article 13.1 To whom and when the activation scheme applies**

1. If you have an employment contract for an indefinite period of time and you are fired, because:
  - a. The work you perform is reduced or terminated;
  - b. There is a reorganisation;
  - c. You are not able to do your job through no fault of your ownthen the Sanquin activation scheme applies. It starts one day after the end date of your employment contract. The rules from this chapter apply.
2. The activation scheme consists of an activation budget and a supplement to the benefit based on the Dutch Unemployment Insurance Act (WW): The unemployment benefit. The activation budget is just as high as the legal transition payment and at least 5,000 euros with full-time employment. If you work part-time, the budget is adjusted to the number of working hours in the employment contract.
3. If you are unable to perform your job, you must be employed by Sanquin for at least fifteen years to be able to derive rights from the activation scheme. Incompetence for work is not equal to incapacity for work.
4. The activation scheme will only apply if you are entitled to unemployment benefits due to dismissal on one of the grounds from paragraph 1.

### **Article 13.2 Activation budget**

1. The activation budget aims to support you in finding other work.
2. You can use the budget in consultation with Sanquin before the dismissal as described in Article 13.1.

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

1. If you are you declared redundant and you end the employment contract with Sanquin based on a settlement agreement, and you join another employer before your official dismissal date, then you keep the right to an unemployment benefit. This only applies if you become unemployed within the period that applies to you and you receive unemployment benefits (Article 13.4). The term of the new employment contract with the other employer is then deducted from the supplement period as referred to in Article 13.4.
2. Sanquin can also grant an activation budget.

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

1. If you are you fired for one of the reasons from Article 13.1, and you are entitled to unemployment benefits, then you receive a supplement to the unemployment benefit from Sanquin.
2. This supplement takes at least three months. For every full year that you had been employed by Sanquin for more than three years, you receive one month extra. The supplement can last up to 38 months.
3. If you have been employed by Sanquin for more than fifteen years, you'll get another two-months supplement. The maximum duration of the supplement remains 38 months.
4. To determine the number of employment years at Sanquin, all consecutive months are included in which you were employed by Sanquin and an organisation affiliated with the Dutch Association of Hospitals (NVZ) or the Dutch Care Federation (NZf).



5. Is the period in which you receive unemployment benefits shorter than the period in which you receive a supplement? Then you will receive the benefit through Sanquin.
6. If you reach the retirement age within five years of your dismissal date, and you have been employed by Sanquin for at least ten years on dismissal date, then you get the unemployment benefit until you reach your retirement age. If the unemployment benefit expires, you receive the supplement based on your IOW benefit (Dutch Older Unemployed Income Provision Act). This is a benefit for the unemployed older than sixty years. In this case, you are not entitled to the activation budget from Article 13.2.

#### **Article 13.5 Supplement to the unemployment benefit**

1. The duration of your unemployment benefit plus supplement depends on the duration of your employment. The unemployment benefit plus supplement in the first six months after your dismissal is equal to your last-earned salary. After three months this is 80 percent of your last salary, the following 24 months 75 percent and the following five months 70 percent. If you receive the supplement until you reach the retirement age, then the extended benefit is also 70 percent of your last-earned salary.
2. The supplement to your unemployment benefit is based on your last-earned salary. This salary is indexed with the CLA wage development.

#### **Article 13.6 Your obligations**

1. As soon as Sanquin announces your dismissal, you are obliged to register as a jobseeker with Dutch Employees Insurance Agency UWV.
2. You are obliged to use the opportunity to receive income from work or business, unless you can demonstrate that you cannot meet this obligation.
3. If you receive income from work, a company, benefits or a combination of these, you are obliged to inform Sanquin about this. It's also important that you can show all supporting documents and declarations of income if Sanquin asks for it.

#### **Article 13.7 Reduction of the unemployment benefit supplement**

1. Sometimes income causes you to receive less unemployment benefit supplements. This concerns income from work (employment contract) or a company, but also benefits that are based on the Dutch Sickness Benefits Act (Ziektewet), Occupational Disability Insurance Act (WAO), Work and Income (Capacity for Work) Act (WIA), Invalid Insurance Act (Young Disabled Persons) (Wajong) and Disablement act for the self-employed Persons (WAZ). If this income is higher than the unemployment benefit (WW), then the difference is deducted from your monthly WW supplement.
2. If you receive less unemployment benefit due to a penalty or fine, your WW supplement is less as well.
3. If your new employment contract from paragraph 1 ends for one of the reasons as mentioned in Article 13.1 paragraph 1, and therefore not at your own request, then you can again claim the WW supplement (Article 13.5).
4. The duration of that employment contract will then be deducted from the total duration of the WW supplement.

#### **Article 13.8 Expiration of the unemployment benefit supplement**

1. Your unemployment benefit supplement expires:
  - One day after the day you pass away;
  - On the day you reach the state pension age;

- If you are entitled to a disability pension because of the work for which the activation scheme applies;
  - If you fail to meet the obligations under Article 13.6;
  - If the unemployment benefit or one of the other benefits from Article 13.7 paragraph 1 stops because you fail to meet all the conditions to receive one of these benefits.
- In case of an appeal procedure in connection with the statutory benefit schemes as referred to in this chapter, the unemployment benefit supplement is suspended.
2. Sanquin may decide to put an end to your unemployment benefit supplement if:
    - You don't or insufficiently cooperate with the medical examination that is necessary to apply for a disability pension or a statutory benefit due to incapacity for work;
    - You moved abroad.

#### **Article 13.9 Payment upon death**

Your survivors receive a payment from Sanquin. The amount is based on the unemployment benefit supplement that you would have received in the following three months.

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

1. The unemployment benefit supplement is paid monthly, taking into account what is stated in this CLA about salary payments (Article 7.1.4).
2. The activation budget is paid at the end of your employment.
3. The activation budget is not awarded in addition to a severance payment, a buyout arrangement or a compensation arising from the law.

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

If you choose to continue participating in the Dutch pension fund Pensioenfonds Zorg en Welzijn during the unemployment benefit period, you will receive a contribution from Sanquin. This contribution consists of 60% of the pension premium, and will be 65% as of 1 January 2025.

#### **Article 13.12 Special arrangement**

1. If you reach the retirement age within five years of the date of your dismissal, and you have been employed at Sanquin for at least ten years on that date, you can make use of Article 13.4, paragraph 6. Or you can accept an offer by Sanquin to remain employed until you reach the state pension age.
2. If you remain employed until your retirement date, you receive the statutory minimum wage in the period up to the end of your employment. And you remain available for all the work that Sanquin can assign to you with good reasons.
3. If you perform the assigned work, you receive the wage that fits the work you do. Your income will then exceed the minimum wage.

## **Annex A Social Policy Statute**

### **Nature of the Social Policy Statute**

The parties to the Collective Labour Agreement are of the opinion that Sanquin should pursue a responsible social policy. In view of developments in society this policy should be dynamic and develop in a process-oriented manner. The Social Policy Statute is a guideline along which the social policy at Sanquin ought to develop in particular in the consultations between the employer and the works council. The social policy is an integrated part of Sanquin's total policy, this with due regard to the principles, stated in Sanquin's articles of association.

### **Social policy objectives**

- To shape the organisation and relationships of authority in such a way that within their framework the employees want and can give their contribution to the proper functioning of Sanquin.
- To organise the activities in such a way that they constitute meaningful work with as much as possible power and responsibility for the employees themselves, adjusted to their talents, abilities and ambitions.
- To involve the employees in organising their own work environment and determining the policy within Sanquin.
- To create conditions for the employees' development.
- To create to the extent of Sanquin's possibilities good material facilities for the employees according to criteria that are socially responsible, transparent to everybody and as objective as possible.
- Where training is given in the organisation, to create such a learning and working environment with the associated reference frameworks that due consideration is given to both aspects.

### **Basic principles**

- Within Sanquin the structure and dynamics of the organisation should be known and open to discussion.
- Information and communication are of great importance, the more so since exchange of information is often difficult in view of the many independently operating departments.
- The employees' participation in shaping and implementing the social policy should be promoted, in order that they can influence the elaboration and realisation of the objectives of the total policy.
- The aim of the distribution of responsibilities and powers will be that all who work within Sanquin can shape the performance of their duties in a meaningful way.
- The policy will promote as much as possible that a balance acceptable to those involved is created between the requirements set to the work by the organisation and the possibilities, wishes, health and safety of the employees.
- Training and education possibilities, aimed also at attitude formation and relationship skills, are important since they often are an integrated part of other developments.
- The policy in respect of the employment conditions aims to let the employment relation, both as regards the rules and the implementation, conform to general principles of justice, legal certainty and efficiency.

**Focus area: personnel planning**

Staff composition and size will be based on adequate planning. A staffing plan should be drawn up for determining the workforce. When realising the staffing plan, the services to be provided and the commercial context are taken as guiding principles, as are the effects of statutory regulations and Collective Labour Agreement provisions. The personnel planning anticipates the expected developments of Sanquin. In this respect career planning and dealing with the impact that changed requirements have on composition, expertise and size of the staff will be taken into account.

**Focus area: staffing**

- Part-time working: the employer pursues a policy that stimulates part-time working, also for higher and executive posts.
- Recruitment and selection: the employer follows the provisions of the recruitment code drawn up by the Dutch Network of HR-professionals (NVP).
- Introduction: a good introduction, for instance with the aid of an introduction booklet or introduction days, must result in making the employee as early as possible familiar with the organisation and his place in it.
- File preparation: the employer should adopt rules in respect of the preparation, storage, use and inspection of files of employees.
- Termination of employment: at the termination of the employment the social consequences for the employee should be taken into account. In particular timely attention should be paid to the counselling of employees who face a termination of their employment because of occupational disability and (early) retirement.

**Focus area: career development**

Based on the staffing plan Sanquin's policy aims at enabling each employee to provide the best possible contribution to Sanquin's functioning in accordance with their own abilities, possibilities and ambitions. Important instruments in this respect can be the Appraisal and Result Interview and the promotion of internal applications in case of vacancies. Item for attention in this respect is to remove impediments that hamper the advancement of women into higher positions.

**Focus area: workload control**

A system of workload control is part of the policy to be pursued by Sanquin in respect of the service provision with the purpose of achieving an adequate balance between demand and supply.

**Focus area: internal and external professional training, retraining and further training**

The policy comprises all activities resulting from professional training courses, retraining and further training aimed at obtaining, respectively maintaining knowledge, insight and (social) skills needed for a proper performance of one's duties. Sanquin's policy should be aimed at taking promotional measures to enable employees to follow professional training courses, retraining and further training, insofar as needed, also when given externally. In respect of trainees Sanquin should realise that the trainee is supernumerary and that the object of his presence is to learn. That means that participation in the work process is only justified when it happens on the basis of learning objectives. Sanquin ensures that trainee counselling is realised according to the cooperation agreement.

**Focus area: education, management training and executive staff training**

The above-mentioned learning processes will usually also involve coaching to make the learning experience operational in the work environment. Sanquin's policy should aim at enabling employees to develop themselves in this respect. In addition to the importance for the employee, it can within Sanquin also influence the manner of managing, the way in which job evaluation is introduced, and the way in which assessment systems and work meetings are used.

**Focus area: change processes**

Change processes are usually initiated by developments in society and are influenced by them. These processes require adequate supervision within the social policy. Items for attention in this respect are good employment relations and an efficient organisation.

**Focus area: work meetings**

Partly by means of work meetings, Sanquin's policy aims to enhance the possibilities for all employees to feel more and more strongly involved in their work. Work meetings are understood to mean in particular: open consultations within department-related groups of employees and not consultation on an individual basis. In principle all employees should (be able to) take part in work meetings. This will therefore focus the attention on the employees as a group, and on the group processes that occur in that context. Work meetings concern regular and integrally regulated consultations; they do not concern an occasional and arbitrary activity. Work meetings are not noncommittal: once introduced they cannot be cancelled just like that, at the management's discretion. Work meetings imply that within the department-related groups in question the employees take part in and exercise influence on the policy concerning among other things:

1. the structure of the work: distribution of work, work organisation, work methods and facilities, departmental tasks such as:
  - the scope of the total task to be carried out, as well as of all its parts;
  - the way in which this task or tasks are carried out;
  - management in the work unit;
  - granting everybody as large direct responsibilities as possible;
2. the objectives and the standards derived from them: staffing, training, costs, production standards;
3. social relationships: cooperation, information and communication, delegation;
4. working conditions: physical conditions such as temperature, lighting and safety;
5. the working procedures in relation to their results.

**Focus area: the works council**

The works council is an (independent) body of consultation, advice, information and communication within Sanquin. The council's task is to promote the best possible functioning of Sanquin in all its objectives by:

- holding consultations with Sanquin's management;
- representing employees.

When fulfilling this task, it will be guided to a great extent by the interests and opinions of employees and it will make these interests and opinions heard as effectively as possible in the policy of Sanquin's Executive Board and management based on the powers given to it by law, CLA or otherwise. To this end, a proper climate should be created and maintained in

particular also in the consultation meetings, so that both the works council and Sanquin's management can give due consideration to all interests involved.

**Focus area: information/communication**

Sanquin provides proper general information about the organisation and its working procedures and in respect of organisational and social matters. Structured arrangements should be promoted, both horizontally and vertically, as well as good and swift information along short and open lines of communication, needed for people to function fully in a collaborative venture. Sanquin also promotes the necessary information and communication needed for the employee to function properly in his department.

**Focus area: health**

Sanquin creates and maintains working conditions that safeguard a healthy living and working environment. In this respect, attention will also be paid to occupational health aspects, among other things when entering the employment, within the framework of periodic medical examinations, with a view to occupational and other diseases, as well as aspects of occupational hygiene and ergonomics and their relation to the employee's health, both collectively and individually.

**Focus area: individual employee**

Sanquin's policy will also in a preventive sense aim to promote the welfare and proper functioning of the individual employee. In this respect, special attention will be paid to employees who threaten in particular to get stuck in relationships. At the request of the works council the employer will take measures to prevent sexual harassment and make an arrangement to provide for a careful handling of sexual harassment complaints.

**Focus area: drawing up healthy work schedules**

When drawing up work schedules the aim is to provide possibilities for sufficient recovery during and after work and for an efficient business operation. To provide an optimum framework for realising these goals, the employer will introduce work schedules according the WHAW-system (Dutch abbreviation for work pressure and recovery during irregular working hours).

## **Annex B Social Charter**

This charter is about organisational changes. These are far-reaching processes that can cause many changes in an organisation in a short period of time on a social, economic and organisational level. The CLA parties believe that a careful social policy is appropriate in this regard. This social charter is the framework for measures concerning the social consequences of organisational changes for employees. Sanquin makes agreements about this with the trade unions. These are laid down in a social plan.

Principles of this charter:

- Current social plans are respected.
- In order to continue to provide good services, Sanquin constantly monitors social, organisational, and economic factors. Sanquin strives to maintain employment as much as possible.
- All parties involved are entitled to relevant information: Sanquin, the trade unions, the works council and the employees.
- If an organisational change has adverse social consequences for employees, then Sanquin determines which measures will be taken in consultation with the trade unions. This happens before the organisational change takes place. The measures are established in a social plan.

If the implementation of this charter in a social plan leads to an unfair situation for employees, then Sanquin takes measures to reduce or remove this injustice. Possibly with advice from a social guidance advisory committee. This committee is established with the social plan.

Definitions in this charter:

- Organisational change: a change proposed by Sanquin in one or more parts of the organisation, and with social consequences for one or more groups of employees, positions or both.
- Employee: employee as defined in chapter 1 of this CLA.
- Staffing plan: an indicative overview of positions in the new situation. With a description of the required expertise, the expected level of skills, and the content of the positions.
- Social plan: an agreement between the CLA parties that includes measures regarding possible adverse social consequences of an organisational change for employees. This plan is developed before the organisational change takes place.
- Social guidance advisory committee: A committee that processes objections to the application of a social plan.

Does Sanquin intend to implement an organisational change in one or more of the organisational units? Then Sanquin will inform the trade unions of this as soon as possible. They are also invited for consultation. The progress of the organisational change is discussed with the works council. At important moments in the process, the employees involved receive written or oral information from Sanquin.

If an organisational change takes place as described in this charter, then Sanquin will announce the current organisational structure and staffing to the works council and the trade unions.

During an organisational change, Sanquin establishes the new organisational structure. This includes the number of functions and the types of functions that need to be filled. Based on this new structure, Sanquin also creates a staffing plan.

Sanquin submits the new organisational structure and the accompanying staffing plan to the works council for advice. The provisions of the Works Councils Act (Dutch: WOR) apply here.

The following principles apply to the establishment of a social plan:

- Sanquin's CLA applies;
- People follow work;
- The social plan only applies to the terms of employment that are directly affected by the organisational change;
- Preserving employment is an important goal.

When negotiating about a social plan, attention is always paid to:

- How long, when and to whom the social plan applies;
- Whether and how can be placed in a job, taking into account
  - temporary or permanent employment
  - available functions
  - age and employment years;
- Job requirements;
- Training and retraining and extra training;
- A transitional arrangement if work has to be done at a different location, including extra travel and relocation costs, and extra travel time and working time;
- Schemes for, for example, the reduction of supplements;
- Return guarantee;
- A suitable job;
- Refusal of the job;
- Replacement;
- The possibility of a registration of interest;
- The possibilities of dismissal counselling (outplacement) and temporarily working elsewhere (secondment), and the rules regarding dismissal on a voluntary basis;
- Rules on compulsory redundancies;
- A scheme for salary guarantees and pensions;
- Acquired rights;
- Rights arising from the social plan and continuing after the end date of the social plan;
- The establishment, composition and working method of a social guidance advisory committee;
- The objection procedure;
- The position of current and future freelancers.

Before the social plan expires, its operation is evaluated at the request of Sanquin or the trade unions. The CLA parties will also decide whether the social plan or parts of it should be extended.



## Annex C Overview of the standards of the Working Hours Act and the Working Hours Decree

The Working Hours Act applies to all persons who carry out work under the authority of the employer (employees, students, trainees).

The Working Hours Act (Atw) and the Working Hours Decree (Atb) do partly not apply to the employee who earns more than three times the minimum wage, unless he carries out work in night shifts or work which involves serious hazards to the safety or health of persons, in which case the Working Hours Act applies in full. In addition, the medical specialist is partly excepted. Articles 4:2 and 4:3 (the statement and registration), Chapter 5 (working hours and rest periods) and Chapter 6 (aspects of employee participation) of the Working Hours Act do not apply to the two aforementioned exceptions.

During pregnancy and after childbirth stricter standards apply (Article 4:5 up to and including Article 4:9 Working Hours Act).

This overview only includes the standards for employees of 18 years and older. For employees younger than 18 years stricter rules apply.

Sunday work			
<b>Standards for employees <math>\geq</math> 18 years</b>	<b>Standards of the simplified Dutch Working Hours Act</b> <i>(no collective arrangement required, unless stated otherwise)</i>	<b>Particulars (Dutch Working Hours Decree)</b> <i>(c) = collective arrangement needed (a) = only for nurses and care workers (b) = only for doctors</i>	<b>Different arrangements in CLA</b>
working prohibited	on Sundays no work is carried out, unless ...		
1 <sup>st</sup> exception to work prohibition	... unless the opposite has been agreed upon and follows from the nature of the work		
2 <sup>nd</sup> exception to work prohibition	... unless the operating conditions make this necessary, and the works council and employees involved agree		
Provisions for Sundays	In case of work on Sunday at least 13 free Sundays per 52 weeks		Article 6.6

Minimum rest periods			
<b>Standards for employees <math>\geq</math> 18 years</b>	<b>Standards of the simplified Dutch Working Hours Act</b> <i>(no collective arrangement required, unless stated otherwise)</i>	<b>Particulars (Dutch Working Hours Decree)</b> <i>(c) = collective arrangement needed</i>	<b>Different arrangements in CLA</b>

		(a) = only for nurses and care workers (b) = only for doctors	
daily uninterrupted rest period	11 hours per 24 hours 1x per period of 7x24 hours to be shortened to 8 hours*	(c) (a) moreover 1x per period of 7x24 hours to be shortened to 10 hours	
weekly uninterrupted rest period	36 hours per period of 7x24 hours or 72 hours per period of 14x24 hours, to be split into periods of at least 32 hours		

\*If the nature of the work or the operating conditions make this necessary

<b>Maximum working hours</b>			
<b>Standards for employees 18 years</b>	<b>Standards of the simplified Dutch Working Hours Act</b> (no collective arrangement required, unless stated otherwise)	<b>Particulars (Dutch Working Hours Decree)</b> (c) = collective arrangement needed (a) = only for Nurses & Care workers (b) = only for doctors	<b>Different arrangements in CLA</b>
working time per shift	12 hours		collective arrangement Ch.6, Article 6.7, paragraph 1: <ul style="list-style-type: none"> <li>• 10 hours</li> <li>• 12 hours including overtime</li> </ul>
working time per week	60 hours		collective arrangement Ch.6, Article 6.7, paragraph 3: <i>this standard cannot be deviated from to the detriment of the employee</i>
working time per 4 weeks	on average 55 hours per week		collective arrangement Ch.6, Article 6.7, paragraph 5: <i>this standard cannot be deviated from to the detriment of the employee</i>
working time per reference period	per 16 weeks on average 48 hours per week		collective arrangement Ch.6, Article 6.7, paragraph 5: <i>this standard cannot be deviated from to the detriment of the employee</i>

<b>Supplementary rules for night shifts</b>			
a night shift is a shift in which more than 1 hour of work is carried out between 00:00 hours and 06:00 hours			
<b>Standards for employees 18 years</b>	<b>Standards of the simplified Dutch Working Hours Act</b> (no collective arrangement required, unless stated otherwise)	<b>Particulars (Dutch Working Hours Decree)</b> (c) = collective arrangement needed (a) = only for Nurses & Care workers (b) = only for doctors	<b>Different arrangements in CLA</b>

minimum rest after a night shift ending after 02:00 hours	14 hours (1 x per 7x24 hours to be shortened to 8 hours)*		collective arrangement Ch.6, Article 6.7, paragraph 4
minimum rest after a series of 3 or more consecutive night shifts	46 hours		
maximum working time per night shift	10 hours (maximum 5x per 14x24 hours and 22x per 52 weeks to be extended to 12 hours while simultaneously shortening the rest after that extended night shift to at least 12 hours)		collective arrangement Ch.6, Article 6.7, paragraphs 2 and 4: - 9 hours - 10 hours including overtime - extension to 12 hours is not allowed
maximum working time per week	60 hours		collective arrangement Ch.6, Article 6.7, paragraph 3: <i>this standard cannot be deviated from to the detriment of the employee</i>
maximum working time per 4 weeks	on average 55 hours per week		collective arrangement Ch.6, Article 6.7, paragraph 5: <i>this standard cannot be deviated from to the detriment of the employee</i>
maximum working time per reference period	per 16 weeks on average 40 hours per week, if there are 16 or more night shifts in that period		collective arrangement Ch.6, Article 6.7, paragraph 6: <i>this standard cannot be deviated from to the detriment of the employee</i>
maximum number of night shifts	per 16 weeks at most 36 night shifts that end after 02:00 hours by collective arrangement. This can be deviated from to at most 140 night shifts that end after 02:00 hours per 52 weeks		collective arrangement Ch.6, Article 6.8: at most 5 consecutive night shifts or at most 7 if not more than 43 per 16 weeks these standards cannot be deviated from to the detriment of the employee
	or at most 38 hours of work between 00:00 hours and 06:00 hours per 2 weeks		
maximum number of consecutive shifts in a series with also one or more night shifts	7		

\* if the nature of the work or the operating conditions make this necessary

Break			
Standards for employees 18 years	Standards of the simplified Dutch Working Hours Act (no collective arrangement required, unless stated otherwise)	Particulars (Dutch Working Hours Decree) (c) = collective arrangement needed (a) = only for Nurses & Care (b) = only for doctors	Different arrangements in CLA
working time per shift > 5 1/2 hours	at most 1/2 hour (to be split into breaks of at least 1/4 hour) (c) by collective arrangement the break can be limited to 1/4 hour	(c) if no break is possible, then at most on average 44 hours of work per 16 weeks (c) on-call break is break if nature of work makes this necessary	see also Ch.6, Article 6.5  see also Ch.10, Article 10.6
working time per shift > 10 hours	at most 3/4 hour (to be split into breaks of at least 1/4 hour) (c) by collective arrangement the break can be limited to 1/4 hour		

On call and standby			
	On call	(c) Standby duty at most 24 hours	
Standards for employees 18 years	Standards of the simplified Dutch Working Hours Act (no collective arrangement required, unless stated otherwise)	Particulars (Dutch Working Hours Decree) (c) = collective arrangement needed (a) = only for Nurses & Care	Different arrangements in CLA
period without on-call	per 28x24 hours 14 periods of at least 24 hours, and twice 48 hours of no work	(c) number of standby duty shifts: - per 7x24 hours at most (a) 3 and (b) 5 - per 16 weeks at most (a) 32 and (b) 32	
on-call before and after a night shift	11 hours before and 14 hours after a night shift not allowed	11 hours before and 14 hours after a night shift not allowed	
maximum working time per 24 hours	13 hours	13 hours	
maximum working time per week	60 hours	60 hours	
maximum working time per reference period (no on-call between 00:00	per 16 weeks on average 48 hours per week	per 16 weeks on average 48 hours per week	

hours and 06:00 hours)			
maximum working time per reference period (with on-call between 00:00 hours and 06:00 hours)	per 16 weeks on average 48 hours per week if in 16 weeks there is 16 times or more on-call duty between 00:00 hours and 06:00 hours: (paragraph 5) at most on average 40 hours per week, or (paragraph 6) at most on average 45 hours per week and after the last call between 00:00 hours and 06:00 hours 8 hours of rest or in the 18 hours after 06:00 hours 8 hours of rest	per 16 weeks on average 48 hours per week ditto except: (c) (b) per 16 weeks on average 48 hours per week	see also Ch.10, Article 10.2, paragraph 4
minimum working time in case of call during on-call duty shift	½ hour		

		<b>(c) On-site standby duty*</b> (at most 24 hours)	
<b>Standards for employees 18 years</b>	<b>Standards of the simplified Dutch Working Hours Act</b> (no collective arrangement required, unless stated otherwise)	<b>Particulars (Dutch Working Hours Decree)</b> (c) = collective arrangement needed (a) = only for Nurses & Care workers (b) = only for doctors	<b>Different arrangements in CLA</b>
maximum number of on-site standby shifts		52 per 26 weeks	
minimum rest time before and after an on-site standby duty shift		11 hours	
minimum rest time per period of 7x24 hours		90 hours (spread over 1x24 hours uninterrupted and 6x11 hours uninterrupted; the uninterrupted periods may be consecutive)	

		(c) (the minimum rest time of 11 hours before and after an on-site standby duty, respectively the minimum rest time of 11 hours in the period of 7x24 hours lx per period of 7x24 hours to be shortened to 10 hours and lx to 8 hours, while equally extending the next rest period)**	
maximum working time per 26 weeks		on average 48 hours per week (1248 hours)	collective arrangement Ch.6, Article 10.2, paragraph 1: <i>Article 4.8:2, paragraph 2, Working Hours Decree (customized arrangement/opt-out) is not made use of</i>

\* If the nature of the work makes it necessary that the work is carried out regularly or for a substantial part in an on-site standby duty shift and this cannot in reason be avoided by organising the work differently

\*\* This shortening is only allowed in exceptional cases, namely only if the nature of the work or the operating conditions objectively justify this

		<b>Cumulation of special shifts</b>	
<b>Standards for employees 18 years</b>	<b>Standards of the simplified Dutch Working Hours Act</b> (no collective arrangement required, unless stated otherwise)	<b>Particulars (Dutch Working Hours Decree)</b> (c) = collective arrangement needed (a) = only for Nurses & Care workers (b) = only for doctors	<b>Different arrangements in CLA</b>
on-call + on-site standby + standby duty		number of special shifts - per 7x24 hours at most (a) 3 and (b) 5 - per 16 weeks at most (a) 32 and (b) 32	

## **Annex D Health Care Job Evaluation Protocol**

### **1. General**

#### **Article 1.1 Definitions**

The meaning of the following Dutch abbreviations in this Annex is:

FWG®: Health Care job evaluation system, as described in Article 7.1.2.

SBC: The Sanquin Objections Committee (Sanquin's internal FWG® objections committee).

LCFH: the National Commission FWG® Reclassification.

#### **Article 1.2 Principles for description and classification of FWG®**

1. The basis for the description and classification of a job is the job you actually perform. That position is laid down in a job description. This job description meets the quality requirements established by the parties to the CLA for Hospitals in 1999. The most important quality requirements are:
  - A short and clear presentation of the current situation;
  - A clear picture of the function you perform at the time of description;
  - All matters related to your job are described in a recognisable way;
  - Important matters are explained per viewpoint to be able to determine the level.
2. Within the quality requirements, Sanquin may choose a way of describing functions that matches its preferences and wishes. A position can be described as task-oriented but also as result-oriented.
3. Job classification takes place via the FWG® system and is based on the established job description.
4. Sanquin chooses the employee within its organisation who is allowed to manage FWG® settings files (system expert), and the employee who is allowed to make a classification proposal with the FWG® system (classifier). Sanquin ensures a correct application of the system as well as education and training of FWG® system experts, classifiers and SBC members.

### **2. Describe and classify a function**

#### **Article 2.1. Reasons for changing the job description, job classification or both**

1. A job description is part of your employment contract.
2. In the event of changes in the organisation or in a position, the following situations may occur:
  - a. The job you actually perform is no longer in line with the established job description -> see the redescription procedure in Article 2.4.
  - b. Sanquin decides to adjust the organisational structure, after advice from the works council. This change impacts the content of the functions that have already been described and classified -> see the redescription procedure in Article 2.4.
  - c. Sanquin decides to describe functions differently after consultation with the works council, for example from task-oriented to result-oriented -> see the redescription procedure in Article 2.4.
  - d. There is a major or important change in the job content, which can lead to a classification of the job in a different job group -> see the reclassification procedure in Article 2.6.

- e. There may be adjustments or additions to the calibration functions and box texts in the FWG® system. This may cause such big changes to the description of the job that it's classified in a different job group -> see the reclassification procedure, article 2.6.
- f. Sanquin sets up a new position -> see the new-position procedure in Article 2.2.

#### **Article 2.2. How to set up a new function**

1. A new job is a job that doesn't correspond to jobs that have already been described or classified at Sanquin. It's not possible to use an established job description for this either.
2. Sanquin drafts a job description and makes a preliminary decision regarding the establishment of the new position. The preliminary description and classification of the new job are also submitted to you in writing.
3. If you submit such a request, Sanquin will start the re-description procedure (article 2.4) or the reclassification procedure (article 2.6) within three months after your request.
4. You can request a re-description or re-classification of the new job six months after the preliminary description and classification has been provided. You must substantiate this request and submit it in writing. Sanquin informs you about this possibility.
5. If no redescription or reclassification is requested within three months after the abovementioned six months have passed, then the decision becomes final from the date of the preliminary decision.

#### **Article 2.3 Drafting a job description**

1. This procedure applies if Sanquin (re)describes a position. For example for a new job, a redescription of a current job, or at the beginning of the reclassification of a job.
2. Sanquin drafts a job description and takes a preliminary decision to establish it. Sanquin immediately submits this decision to you in writing.
3. You can object to the preliminary decision within thirty days. Except when it comes to a new position, as described in Article 2.2.
4. The written and substantiated objection must be submitted to Sanquin. This concerns an objection to the content, or because the job description does not meet the quality requirements. If Sanquin doesn't accept the objection, it will request an advice from the SBC within fourteen days of your objection.
5. The SBC then issues an advice in accordance with the procedure that can be found on Sanquin's intranet.
6. Within thirty days after Sanquin has received the advice from the SBC, Sanquin takes a final and motivated decision and establishes the job description. You will be informed about this in writing. This ends the internal procedure.
7. If any remaining objection to the job description concerns the employment contract, then a dispute about this can be submitted to court.
8. If you don't object to the preliminary decision within thirty days after the provisional decision, the decision becomes final as of the preliminary decision date.

#### **Article 2.4 Job redescription procedure**

1. Sanquin can, on its own initiative or at your request, initiate a procedure for the redescription of a position.
2. If the job description was last determined less than one year ago, then no redescription procedure can be started for that function. Except when it comes to a new position, as described in Article 2.2.



3. In the redescription procedure, (sub)scores on viewpoints can be adjusted without changing the job classification.
4. The result of a redescription procedure is a clear representation of the job as it's actually done at that moment. Sanquin may describe the position in a way that is consistent with Sanquin's preferences and wishes.
5. If Sanquin takes the initiative to redescribe, it drafts a job description and takes a preliminary decision to establish this. Sanquin will submit this decision to you in writing.
6. If you request a redescription, Sanquin takes a preliminary decision within three months on starting a redescription procedure. Sanquin will submit this decision to you in writing.
7. If Sanquin agrees to your request for a redescription, then the procedure for 'Drafting a job description' starts within thirty days after the preliminary decision. See Article 2.1 for this.
8. If Sanquin doesn't agree with your redescription request, you can make an objection. This concerns an objection to the content of the job description, or because the job description doesn't meet the quality requirements. Your written and substantiated objection is submitted to Sanquin within thirty days after your request has been rejected.
9. If Sanquin rejects your objection, Sanquin submits a request for advice to the SBC within fourteen days of receipt of your objection.
10. The SBC issues an advice in accordance with the procedure that can be found on Sanquin's intranet.
11. After receipt of the advice from the SBC, Sanquin takes a final and motivated decision within thirty days and establishes the job description. You will be informed about this in writing.
12. If any remaining objection to the job description concerns the employment contract, a dispute about this can be submitted to court.
13. If you think the job content, the job requirements or both are no longer in line with your current activities due to the redescription, or the level is different from the last (re)classification, then you can ask for a reclassification procedure (Article 2.6).
14. If Sanquin takes the initiative to also redescribe functions with a clear relationship with a function that is redescribed, then advice will be requested in advance from the works council.

#### **Article 2.5 Job evaluation and classification**

1. If the procedure from Article 2.1 has been fully completed and the job description is finalised, Sanquin determines the FWG® rating and the FWG® classification of the job by using the FWG® system.
2. When it comes to the procedure that is followed, a distinction is made between the classification of new positions and the reclassification of positions that have already been classified.

#### **Article 2.6. Procedure reclassification of a function**

1. If Sanquin decides to start a reclassification procedure, on its own initiative or at your request, then the procedure 'Drafting a job description' (article 2.3) must be followed first.
2. Sanquin then makes a preliminary decision about starting a reclassification procedure. Sanquin submits this decision to you in writing.

3. Sanquin then determines the valuation and classification of the job by using the FWG® system. This will first result in a final decision on the job description. Within thirty days after this decision, Sanquin will make a preliminary decision on the reclassification of the position, which is presented to you in writing.
4. If you don't agree with the preliminary decision to reclassify, you submit a written and substantiated objection to Sanquin within thirty days after receipt of the preliminary decision to reclassify.
5. If Sanquin rejects your request to reclassify a position, you can again lodge an objection in writing and with reasons. You must do this within thirty days after receiving the preliminary decision to reclassify.
6. If Sanquin rejects your objection, then Sanquin submits a request for advice to the SBC within fourteen days after you submitted the objection.
7. The SBC issues advice in accordance with the procedure that can be found on Sanquin's intranet.
8. After Sanquin has received the SBC advice, it makes a final decision about the reclassification procedure, or the evaluation and classification of the position within thirty days. You're informed about this in writing.
9. The outcome of the reclassification procedure applies retroactively, until the moment when you and Sanquin agreed on the job description.
10. If you disagree with Sanquin's final decision on the job evaluation and classification, you can submit a written and substantiated objection to the LCFH. This can be done up to a maximum of sixty days after the day on which the final decision on the evaluation and classification of your position is made known to you in writing. Sanquin will also inform you of this possibility in writing.

### **3. Regulations SBC**

The SBC maintains its own regulations (rules and agreements), which can be found on Sanquin's intranet.

### **4. Regulations of the LCFH**

#### **Article 4.1 Task of the LCFH**

1. The LCFH receives the notice of objection as described in Article 2.7 paragraph 7. Its task is to pass a judgement on the job classification in case of a dispute on whether the FWG® system has been used properly. The LCFH can determine whether the quality requirements have been taken into account in the job description. The content of the job description has been determined and will not be reviewed or redetermined by the LCFH.
2. The LCFH can only consider (declare admissible) the objection if the classification procedure and the objection procedure within Sanquin have been fully completed, and the objection is submitted within the term of Article 2.7 paragraph 7.
3. The LCFH gives a significant advice within sixty days after the objection has been processed. Sanquin may deviate from this advice, provided that it's well-substantiated.
4. The composition, working method and financing of the LCFH has been laid down in regulations by the parties to the CLA for Hospitals. The parties will receive these regulations when the notice of objection is submitted.
5. Sanquin participates in the LCFH if you lodge an appeal with the LCFH.

#### **Article 4.2 Formal conditions for processing your objection**

1. The LCFH will only process your objection if it includes your name, address and signature. A second condition is that the LCFH has received the administrative contribution (Article 4.3).
2. Your objection must be substantiated with the following documents:
  - The established job description;
  - Sanquin's preliminary classification decision (job evaluation + job classification);
  - The notice of objection that you have submitted to the SBC;
  - The advice of the SBC;
  - All other documents related to the SBC procedure;
  - Sanquin's final classification decision.
3. If documents are missing or incomplete, you will have the opportunity to correct this up to thirty days after the LCFH's request.
4. If you don't have all the documents required for the notice of objection, then these are requested from Sanquin. If Sanquin refuses to provide the documents or you are unable to obtain all the documents in some other way, then the LCFH will decide on the further processing of the notice of objection.
5. The notice of objection will not be processed if:
  - The dispute includes more than just the FWG® system being applied properly or not;
  - The objection is inadmissible (doesn't meet the requirements for submission);
  - The objection is unfounded.

#### **Article 4.3 Processing costs of your notice of objection**

1. If you submit a notice of objection, you pay an administrative contribution of 150 euros.
2. The processing costs of the notice of objection will be determined by the CLA parties. These costs can be requested in advance from the LCFH.
3. If the LCFH decides to hear from you and Sanquin about the dispute, or it wants advice from third parties such as witnesses or experts, then this can lead to higher costs. You and Sanquin will be contacted in advance about this.
4. The costs of this objection procedure are paid by the party that is proved wrong after the procedure. If the LCFH proves you wrong, you pay one third of the total costs. If the LCFH agrees with you, then the administrative contribution is repaid to you. This will then be paid by Sanquin.
5. If your notice of objection is not being processed, or you don't have the requested documents or information available in time, your administrative contribution is not returned to you.
6. If your notice of objection is not being processed because Sanquin cannot provide certain required documents on time, then the administrative contribution is returned to you.

## **Annex E Regulations Interpretation Committee CLA**

### **Article 1 Task Interpretation Committee**

The Interpretation Committee explains the articles in the CLA, based on the negotiations that led to the agreement and the intention of the CLA parties.

### **Article 2 Composition**

1. The Interpretation Committee consists of four members and four deputy members who represent the CLA parties (Sanquin and the trade unions).
2. Half of the members and deputy members are appointed by Sanquin, the other half by the trade unions.

### **Article 3 Competence**

1. The Interpretation Committee processes requests for interpretation from a CLA party. The committee responds to this.
2. The committee can make a decision during a meeting if the majority of the members is present.
3. If the committee cannot come to a decision, it will refer the matter to the CLA parties.

### **Article 4 Working method**

1. The parties referred to in Article 2 shall each designate a chairman. If a party submits a question to the Interpretation Committee, the chairman of the other party is in charge of the meeting on this.
2. If the chairman of one party is absent, the chairman of the other party becomes his deputy.
3. The chairman is appointed for the duration of the CLA.
4. The secretariat of the committee consists of one person designated by Sanquin.

### **Article 5 Meetings**

The Interpretation Committee meets at the request of both chairmen or four members. The meeting must take place within fourteen days after a request.

### **Article 6 Terms**

The convocation for a meeting will be sent to the members no later than seven working days in advance.

In urgent cases, this may be less. The two chairmen jointly assess whether a matter is urgent.

### **Article 7 Interpretation Committee decision**

1. The Interpretation Committee will take a decision as soon as possible, at least within three months. Except if paragraph 2 of this article applies.
2. The Interpretation Committee may request advice from experts.
3. The decisions of the Interpretation Committee can be published. The confidentiality of the information is taken into account.
4. Judgments or statements of the Interpretation Committee will be taken into account in negotiations on the next CLA.

**Explanation**

*The CLA parties believe that the explanations and rulings of the Interpretation Committee must always be followed, in the same way as the CLA must be followed by every member of the CLA parties. The committee is appointed by these parties and explains the articles they establish.*

## **Annex F Conditions for connecting assessment and salary increase**

This Annex contains the conditions under which Sanquin can introduce a link between your assessment and your salary. The performance assessment cycle (+Meeting) must meet these conditions first.

### **1. What is the purpose of the assessment system?**

Assessment is a tool, not a purpose. The goal of your assessment must be clear in advance, as well as what exactly will be assessed. There may be more than one goal. Only the assessment of your performance may be considered when linking assessment to salary scale.

### **2. Who is assessed?**

Only you as an individual employee. Only the assessment of your performance counts for development in scale.

### **3. What is assessed?**

You can be assessed on matters that you yourself can influence. You cannot be assessed on matters that depend (too much) on someone else's behaviour, or external situations. The connection between what's being assessed and the purpose of the assessment must be clear and understandable to you. So you know why your assessment is important to achieve this goal. Any salary increase based on your assessment is only possible if it concerns measurable results: Quantitative, qualitative or both.

### **4. How are you assessed?**

How you are assessed is described in a (limited) number of assessment criteria. Each criterion must be:

- Recognizable;
- Acceptable;
- Clear;
- Specific;
- Easily measurable;
- Sufficiently influenceable;
- Your result cannot depend too much on others or on circumstances.

For a connection with any salary increase, assessment criteria that are not related to your working performance cannot be considered. Examples of these are: Absenteeism, loyalty, willingness to work overtime, appearance, and self-confidence.

### **5. What are Sanquin's standards?**

The standard is determined for each assessment criterion: which result is normal or good? This is done together with you. A standard must be SMART:

- Specific;
- Measurable;
- Acceptable;
- Realistic and;
- Time-bound (usually one year).

Sanquin is not allowed to keep raising standards when you have approximately achieved the desired result, as a rush effect. What is allowed, is raising the standard if this is actually feasible through improved techniques or methods. A standard is never

determined afterwards, but always in advance.

**6. How is the standard measured?**

If a standard must be measurable, then it must also be clear in which way it's measured. It's important to measure as objectively as possible, so without any opinion of any assessor playing a role. Although this can never be completely ruled out, we do assume objectivism.

**7. Who is the assessor?**

Your assessor must be known in advance. This is often your direct manager. The trade unions require an assessor who has sufficient insight into your work to be able to assess sufficiently objectively and neutrally, and who is sufficiently trained in doing assessments.

**8. How is your (final) assessment done?**

It must be clear how you are assessed on each component, and how Sanquin comes to a final assessment.

**9. Process conditions / procedures**

The usual rules for the process and the procedures are followed. This means that you always have one or more meetings before your assessment. You have at least one meeting before your final assessment with your assessor. There should also be enough time between a progress review and your assessment, there must be an up-to-date job description and a sound objection procedure must be in place.

**10. Ultimately the link to increase in salary**

Your assessment and your salary can only be interlinked if a decent assessment system is in place. For it to function well, it must meet the nine previous points. Within Sanquin there can be no 'budget pressure' from the management when it comes to the assessments. So, no fixed number of assessments per assessment category can be established in advance on the basis of the budget. If there are more salary increases than is budgeted for, Sanquin will consult with the trade unions about a one-off lower percentage for salary increases.

## **Annex G Contact data of the parties to the Collective Agreement Consultations**

### **FNV**

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

Service & contact: <https://www.fnv.nl/service-contact>

### **CNV Connectief Zorg en Welzijn**

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

Service & contact: <https://www.cnv.nl/contact/>

### **Sanquin Blood Supply**

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

Service & contact: <https://www.sanquin.org/nl/over-sanquin/contact>



## Annex H used abbreviations and concepts

AOW	State pension
Atb	Working Hours Decree
Atw	Working Hours Act
BIG Act	Individual Healthcare Professions Act
CLA	Collective Labour Agreement
FWG®	Health Care Job Evaluation system
IDB (= IOB)	Individual Development Budget
IDP (= IOP)	Individual Development Plan
IZZ	IZZ Health Insurance scheme
LCFH	the National Commission FWG® Reclassification
MSB	My SanQueuze Budget
PfZW	Pension Fund for the Care and Welfare Sector
PLB	Personal Life Phase Budget
PMO	Preventive medical examination
SBC FWG	Sanquin's internal FWG® objections committee
UWV	Employee Insurance Agency
Wajong	Invalid Insurance Act (Young Disabled Persons)
WAO	Occupational Disability Insurance Act
WAZ	Disablement act for the self-employed Persons
WHAW	Working Time and Recovery in case of Special Working Hours
WIA	Work and Income (Capacity for Work) Act
WOR	Works Councils Act
WW	unemployment benefit
ZW	Sickness Benefits Act

**Annex I Disclaimer**

This CLA has been translated from Dutch. The Dutch-language version will prevail if the English translation contains any discrepancies or gives rise to any differences in interpretation.