COLLECTIVE LABOUR AGREEMENT FOR THE RESEARCH INSTITUTES 2015

A publication of the Employers' Association of Research Institutes

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Legal proviso
In the event of an inconsistency with the official, written Dutch text of the collective labour agreement, the written Dutch text prevails, unless explicitly stated otherwise.

Parties, Preamble and Status of the CAO-OI

1. Parties

The Parties to this Collective Labour Agreement are
The Employers' Association of Research Institutes (WVOI), on behalf of the following research institutes:

- The National Research institute for Mathematics and Computer Science (CWI)
- The Foundation for Fundamental Research on Matter (FOM)
- National Library of the Netherlands (KB)
- Netherlands Organisation for Scientific Research (NWO)
- The Foundation Royal Netherlands Institute for Sea Research (NIOZ)

and
The employee organisations

- AC/FBZ
- VAWO/CMHF
- CNV Overheid, part of CNV Connectief
- FNV[1]

The Parties hereby declare that they entered into this Collective Labour Agreement at The Hague on 9 January 2015.

2. Preamble

Research institutes play a prominent role in the Dutch and international knowledge infra-structure. They make an essential contribution to the Dutch and international knowledge-based economy. Academic research and innovation are fundamental to the prosperity and welfare of the Netherlands. Societal challenges and questions are therefore leading for the research institutes. In other to be able to work together to enhance scientific knowledge, they need to be attractive employers for their three thousand employees, now and in the future.
With this tenth CAO, the parties affirm their commitment to offering an attractive employment conditions package for those working within the research institutes.

Salary increases as of 1 January 2015

- The sums in all salary scales have been permanently increased by 3.1%. The increase consists of a salary increase of 2.3%, which includes the 0.7% that has become available thanks to the discontinuation of the age-related schemes that was agreed upon in the previous CAO. In accordance with the pension agreement reached on 13 November 2014, part of the release resulting from the decrease of the pension premium shall be allocated to working conditions. The research institutes have fixed this part at 0.8%, this also being part of the permanent increase of 3.1%.
- Employees who were employed on 31 December 2014 and still employed on 1 January 2015 are to receive a one-off non-pensionable payment of €300 gross in proportion to the size of their employment.

A new, more readable text

Parties have worked together to produce a more modern collective labour agreement text. The result of their efforts is a more readable and compact agreement with a new organisation of articles.

[1] On 3 February 2015, FNV signed the CAO agreement with the consent of the Parties.

The Participation Act

There are plans to create eight extra job positions within the research institutes for persons with an occupational disability as referred to the Participation Act who are themselves unable to earn the statutory minimum wage. This collective labour agreement includes provisions to further the objectives of the Act.

Studies into Wwz and BWOI

Consequent upon the introduction of the Work and Security Act (Wwz) and the Enhanced Unemployment Provision for Personnel of Research Institutes (BWOI), the collective labour agreement needs to be partly amended. During the term of this CAO, the parties will apply the transitional law laid down in Wwz to study the inclusion of the Act into the CAO.
During the term of the CAO, the parties will also study BWOI, in any case in its relation to

1. The pensionable age pursuant to the General Old Age Pensions Act (AOW)
2. The third year of unemployment benefits
3. The delayed accrual of unemployment benefits
4. The transitional payments (Wwz) in relation to the extra-statutory schemes

Before 1 October 2015, the parties will reach agreement on the outcome of both studies. This agreement will be implemented into the collective labour agreement succeeding the CAO 2015. Until 1 October 2015, article 21 of BWOI will be inoperative.

Other agreements

- The Expense Allowance Scheme (WKR) will be applied as much and as best as possible for the benefit of all employees. The employer informs the works council on the application of the exemption ("free space"). With WKR taking effect, the taxation benefit schemes pertaining to the allowances for bicycles and trade union contribution under the customised terms of employment (AVOM) scheme cease to apply. As for the bicycle allowance, the employer will discuss with the competent works council under which conditions this allowance can be granted.
- As of 1 January 2015 the parental leave rebate ceases to apply. As of this date the remuneration for hours of parental leave is 55%.
- The possibility to take long-term unpaid special leave has been increased. The permission clause for long-term special leave has become an "employee's right, unless there are serious business-related or service-related objections".
- The CAO now includes a provision on work experience placements. These incidental and unpaid placements are for a maximum period of one year and are for those at some distance from the labour market.

3. Status of the CAO-OI

This CAO has the status of a standard collective labour agreement from which there can be no derogation, unless this is explicitly allowed by the CAO. This CAO implements the Decentralisation Terms of Employment for Research Institutes Agreement, hereinafter referred to as the Decentralisation Agreement. For the civil servants as defined in the Public Service Act the CAO in question is not a CAO in the sense of the Collective Agreements Act (Bulletin of Acts 1927, 415). The parties, however, agree that the articles from the Collective Agreements Act are applicable *mutatis mutandis*, unless the nature of an article dictates otherwise.
For employees under a civil-law labour agreement, the CAO in question is, however, a CAO in the sense of the Collective Agreements Act and shall be reported as such to the Health and Safety Inspectorate (DCA) of the Ministry of Social Affairs and Employment.[2]
With this CAO, parties exercise their option under Wwz to make anomalous arrangements by CAO regarding the duration of fixed-term employment, extensions, appointments and dismissals for the benefit of those employees to whom Wwz directly applies.

[2] The Collective Labour Agreement applies to these employees insofar as the mandatory provisions in the Civil Code do not dictate otherwise.

Chapter 1 – General provisions

Article 1.1 Definitions and abbreviations in this CAO

1. Appointment	A decision on the basis of which an employee of the KB or NWO is employed as a civil servant as defined by the Civil Service Act.
2. Advisory committee Awb	A committee as referred to in article 7:13 of Awb. The advisory committee, composed of equal numbers of representatives, consists of a chair and two members, of one whom has been nominated by the employer organisations. The members as well as the chair are appointed by the employer.
3. Distance in kilometres	The distance is determined with the ANWB route planner, according to the fastest route, and not adjusted to up-to-date travel information.
4. Employment agreement	An agreement as defined in article 7:610 of the Civil Code on the basis of which an employee undertakes to work in exchange for salary for CWI, FOM or NIOZ for a certain period.
5. AVOM	Customised terms of employment.
6. Awb	General Administrative Law Act.
7. Remuneration	The sum total of salary and benefits that an employee is entitled to under article 3.8 of this CAO.[3]
8. BWOI	Enhanced Unemployment Provision for Personnel of Research Institutes.
9. CAO-OI	Collective Labour Agreement for the Research Institutes.
10. (C)OR	(Central) Works Council.
11. Part-time employment	An employment effected for less than the full-time employment to which the entitlements of this CAO apply proportionate to the number of working hours agreed upon, unless expressly provided otherwise.
12. Employment	An appointment or an employment agreement with an employer.
13. FNM	Job Level Matrix.
14. Work	The composite of duties that an employer requires an employee to perform.
15. Organisation	The National Library of the Netherlands (KB) and the NWO umbrella organisation, consisting of the employers CWI, FOM, NIOZ and NWO.
16. Local consultation	Consultation with employee organisations as provided for in the Consultation Protocol of WVOI Public Service Unions.
17. Maximum salary	The highest sum on a salary scale.
18. OIO	Researcher in training.
19. Partner	a. Spouse. b. Registered partner. c. Life partner with whom the unmarried employee cohabits according to data from the municipal personal records database, and runs a joint household under a cohabitation contract executed in the presence of a civil-law notary. Life partners are also persons who cohabit and run a joint household, i.e. they share a main address and provide for each other's care and maintenance. The term widow or widower includes the life partner. Where applicable, the term family member includes the life partner. The employer may

[3] AVOM deposits do decrease the remuneration.

	request a written statement by a civil-law notary as evidence that a cohabitation contract has been effected. In this CAO life partners are treated as equal to spouses and registered partners.
20. Salary	The sum per month that, subject to the provisions in this CAO, has been established for the employee on the basis of appendix 1.[4]
21. Salary step	A number that corresponds to a salary on a salary scale.
22. Salary per hour	1/165th part of the salary in a fulltime job.
23. Salary scale	A specified series of numbers attached to a certain salary specified in appendix 1.
24. Place of work	The address of the building in which the employee usually works.
25. Tenure track	A track laid down in a fixed-term employment agreement with an employee who holds a doctorate to determine whether the next employment will be permanent.
26. Tenure tracker	An employee in tenure-track employment.
27. Telecommuting	Using information and communication technology to conduct work at another location than the place of work.
28. Vacation worker	A person who performs temporary work during the school vacations because the regular personnel is on vacation.
29. Caretaker responsible for the actual care and upbringing of a child	An employee who, according to the municipal personal records database, is responsible for and lives at the same address as a child and has taken on the long-term care and upbringing of the child as though it were his or her own child.
30a Full-time employment	38 hours per week.
30b Full working week	40 hours.
30c Actual working week	The actual number of hours per week that an individual employee has to work.
31. Employer	A body or legal entity that has the power to effect employment in the sense of the CAO-OI. The KB and NWO are public-law employers; CWI, FOM and NIOZ are private-law employers.
32. Employee	A person who has been appointed as a civil servant by a public-law employer or has effected a private-law employment agreement with an employer.
33. Employee organisation	An association of employees with legal personality whose members are persons working for the employer and whose articles state that its objective is to take care of the interests of its members; alternatively, a central organisation to which the abovementioned association of employees belongs.
34. WHW	Higher Education and Scientific Research Act.
35. WIA	Work and Income According to Work Capacity Act.
36. WOR	Works Council Act.
37. ZAOI	Illness and Disability Scheme for Research Institute Personnel.

Article 1.2 Term of the CAO-OI

1. This CAO is effective from 1 January 2015 up to and including 31 December 2015.
2. Save for termination by one of the parties no later than three months before the end date of this CAO-OI, this CAO will be deemed to have been extended for the period of one year.
3. Interim changes to the CAO-OI will certainly be made this is necessitated by an amendment of the Act or an Order in Council.

[4] AVOM deposits do not lower the salary.

Article 1.3 Consultation Protocol

1. If this CAO-OI that the organization or employer makes or can make rules or more specific rules, the obligation to consult applies as determined in the consultation protocol (appendix 4 to this CAO-OI).
2. If this CAO-OI determines that the organization prescribes or can prescribe rules, this will occur in the local consultation, unless expressly provided otherwise. In the local consultation it can be agreed that adoption of these rules is to occur in consultation with the COR.
3. If this CAO determines that the employer prescribes or can prescribe rules, this will occur in consultation with the COR, unless explicitly provided otherwise.
4. If one of the employers establishes a legal entity whose objects are other than the accommodation of core activities and employees enter into employment with the legal entity that is to be established, this is reported to the employee organisations, who can then express their wish to enter into consultation on the terms of employment that are to apply.

Article 1.4 Scope of the CAO-OI

1. This CAO applies to employees as defined in article 1.1, definition 32, with the exception of the vacation worker as defined in article 1.1, definition 28.
2. In deviation from paragraph 1, in specific situations, the employer may temporarily employ a foreign researcher, this employment not being governed by the CAO. This employment is conditional upon the annual remuneration plus year-end bonus and holiday pay being at least €36,100 per year.
3. The provisions in this CAO are only applicable insofar as statutory schemes or the generally binding provisions or resultant schemes do not dictate otherwise, unless these anomalies are permitted.
4. Provisions in a letter of appointment or labour agreement at variance with this CAO are null and void.
5. The more detailed schemes which on grounds of this CAO are determined by the institute/employer may not contain any provisions that conflict with this CAO.

Article 1.5 Obligations of the parties

1. Parties are under obligation to comply, in good faith and spirit, with this agreement. They shall not carry out or support any direct or indirect action to amend or terminate this agreement in any manner other than which has been agreed.
2. Parties will promote the observance of this agreement by their members with all available means.

Article 1.6 Obligations of employers and employees

1.6.1 General obligations

1. Employers and employees shall conduct themselves in a manner befitting a good employer and a good employee.
2. Employees shall comply with all the rules and instructions pertaining to them.

1.6.2 Integrity in scientific research

Employees conducting research, or involved in conducting research are obliged to take care that the research takes place in accordance with generally accepted standards for integrity in scientific research as laid down in The Dutch Code of Conduct for Academic Practice.

1.6.3 Access to the CAO-OI

Upon commencement of employment, the employer will issue the employee a copy of the effective CAO-OI together with the letter of appointment or employment contract.

1.6.4 Confidentiality clause

1. Employees are under obligation to keep all their work-related information confidential insofar as the nature of their work dictates this, or confidentiality has been expressly imposed otherwise.

2. This obligation also applies after termination of the employment.
3. The obligation to observe confidentiality may not be at variance with the academic freedom referred to in article 1.6 of the WHW.
4. Without prejudice to the statutory provisions binding the employer, employers are prohibited from disclosing any information to third parties with respect to individual employees, unless the individual employee has given his written consent to the release of that information.

1.6.5 Change of work or tasks

1. Without any repercussions to their legal status, employees with a fixed-term contract may be assigned long-term work, and employees with a permanent contract may be assigned occasional duties.
2. Employees may, at their own request, be assigned other work.
3. Employees are obliged to accept other work, if this is in the employer's interest, regardless of whether this work is in the same operational unit or place of work, but provided it can reasonably be assigned to them in view of their personality, circumstances and prospects.
4. Employees may be obliged to carry out temporary duties other than their usual ones if these duties can reasonably be assigned to them. However, they shall not be obliged to perform duties to replace place those on strike.

1.6.6 Ancillary work

1. Employees are obliged to notify their employer of ancillary work before commencing such work or upon taking up employment.
2. Employees are obliged to permission to perform any ancillary work that may be related to their work and/or may affect their employer's interests of the employer.
3. Employers shall grant the employee permission to perform ancillary work, unless they have reason to believe that the proper performance of the employee's duties is compromised or that their interests may otherwise be harmed.
4. Employers may impose additional rules for the notification, registration and assessment of ancillary work.

1.6.7 Obligation to relocate

In principle, employers cannot require their employees to relocate. Employers may impose upon their employees an obligation to relocate to or to continue to reside in or near the municipality that is designated as their place of work or in which their place of work is located, if in the employer's opinion relocation is necessary for the proper performance of the work, given its nature. Employees upon whom an obligation to relocate has been imposed must do so as soon as possible, but no later than two years after this obligation has been imposed.

1.6.8 Absence from work

Employees who are unable to perform their work due to illness or other causes shall inform the employer of the reason for this inability as soon as possible in compliance with the rules laid down by the employer.

1.6.9 Gifts and the like from third parties

During the term of the employment, employees shall not request or accept payments, rewards, gifts or pledges from third parties without the employer's consent.

1.6.10 Liability and indemnification

1. Employees who during the performance of their work cause damage to the employer or to a third party to whom the employer is under obligation to pay compensation shall not be held liable therefor by the employer, unless the damage is a result of an intentional act or deliberate recklessness on their.

2. If the employee sustains damage during the exercise of his function, the employer may in fairness indemnify, reimburse or otherwise grant monetary compensation to the party involved.

Article 1.7 Part-time employment

1. Requests for part-time employment, also in staff and executive-related functions, shall be honoured, if operational interests so permit.
2. To the employee with whom an employment has been effected for less than the full working hours the rights in the CAO apply in proportion to the agreed working hours, unless expressly provided otherwise.

Article 1.8 Customized conditions of employment

Employees may make use of the Customized Terms of Employment Scheme (AVOM). The scheme affords employees the possibility to allocate a number of hours of leave and/or part of their gross salary to the objects described in the scheme and thus compose their own package of terms of employment. The prevalent terms, rights and obligations are incorporated in a scheme, the full text of which is added to this CAO as appendix 3.

Article 1.9 Intellectual ownership rights

1.9.1 General provisions

1. Employers own all the intellectual ownership rights to any of the following created by employees in the performance of their employment:
   - A work of literature, science (or art)
   - An invention that may be patentable
   - A data bank
   - Cultivated species
   - A manufactured drawing, model or work
   - A semiconductor product or topography
   - A domain name
   - A computer program and design material
2. As their owner, employers may transfer intellectual ownership rights to third parties and/or the employee. Employees will make a request for transfer in writing.
3. Employees shall cooperate in the establishment or protection of intellectual ownership rights in the Netherlands and abroad. This cooperation may consist in providing information, the making and signing of statements, or the deferment of publications for the period of time needed to establish intellectual ownership rights.

1.9.2 Copyright

1. Pursuant to article 7 of the Copyright Act, an employer is deemed to be the maker and owner of those works that employees have created in the performance of their work.
2. At the employee's written request, employers may, with observance of the provisions of this article, transfer to the employee the copyright to the following categories of work:
   a. Books, leaflets, news magazines, magazines and all other writings
   b. Stage work and dramatic-musical work
   c. Oral lectures
   d. Choreographic work and pantomimes
   e. Works of music with or without lyrics
   f. Drawing, painting, building and sculpturing, lithographs, engravings and other sheet metal work
   g. Geographical maps
   h. Designs, sketches and modelling, relative to architecture, geography, topography or other sciences, and/or
   i. Photographic work

3. Employees are obliged to report in writing all that they create to the employer. One year after receipt of the report the employee who is the actual maker of the work will without the intervention of the employer acquire ownership of the copyright to the work included in one of the categories specified in paragraph 2, unless the employer reserves the rights, with statement of reasons therefor, or fixes another reasonable term for the transfer.
4. The employer will only reserve the copyright to a certain work if it is to be expected that the work will be multiplied in great numbers, it is part of a series or in any other way of special concern to the employer.
5. The employer asserts his personality rights in the employee's interest.

1.9.3 Patent and cultivation rights

1. Employees who make an invention that may be patentable or who during cultivation work create a species on which cultivation rights can be claimed are obliged to report this to their employer. An employee is deemed to be able to have arrived at the opinion that such is the case when the invention has been completed or the species has been cultivated or when the employee may in all reasonableness have arrived at this opinion.
2. Prior to any written publication of a patentable invention or creation of a species on which cultivation rights can be claimed employees are obliged to report this to their employer in writing. The report shall be made in time and accompanied by a statement of particulars that allow the employer to form an opinion on the nature of the inventions or species.
3. The provisions of paragraphs 1 and 2 are applicable *mutatis mutandis* to the copyright connected with the patent and cultivation right to be established.
4. The salary paid by the employer is deemed to include compensation for the loss of the patent or cultivation right.
5. Employers may, in exceptional cases grant the employee additional fair compensation for the economic importance of the invention or new species and taking into account the circumstances in which the work was performed.

Article 1.10 Whistle-blower scheme

Every employer will enter into consultation with the Works Council or Central Works Council in order to make arrangements tailored to each organisation regarding whistle-blowers. The starting point for this local scheme is that an employees who suspect an abuse in the organisation that they work for should be able to report this in a manner that he feels is safe and adequate.

Article 1.11 Catch-all clause for crew members employed by NIOZ

1. The Royal Netherlands Institute for Sea Research (hereafter: NIOZ) deploys research vessels of its own to conduct maritime research. Due to the nature of the work on the research vessels, the articles 3.8, paragraphs 3 and 4, and 3.9, paragraphs 2, 3.10, 4.1., 4.2, (except for the holidays referred to in paragraph 1), 5.1 through 5.6 do not apply to crew members. Instead, the 'Seafarers' Scheme for Crew Members Employed by NIOZ' (*Vaarregeling bemanningsleden Koninklijk Nedelands Instituut voor Zeeonderzoek*), agreed upon between NIOZ and the employee organisations represented in the local consultation NWO-FOM-CWI-NIOZ, applies.
2. So-called 'boarders' (*opstappers*) sail on the research vessels. These are researchers and support staff whose work does not depend on whether they are on board a ship. Articles 3.8, paragraphs 3 and 4, 3.9, paragraph 2, 3.10, 4.1., 4.2. (except for the holidays referred to in paragraph 1) do not apply to boarders, but only for expeditions that last several days. During expeditions, the Seafaring Expeditions Scheme (*Regeling zeegaande expedities*), agreed upon between NIOZ and the employee organisations represented in the local consultation NWO-FOM-CWI-NIOZ, applies to boarders.

Article 1.12 Catch-all clause for the Working Conditions Catalogue

1. The employee organisations and WVOI-employers together implement the Working Conditions Catalogue.

2. Amendments are necessitated by changes to legislation on the one hand, and changes in the state of the art and professional service standards on the other. A committee with expertise in the subject-matter first submits its advice on amendment of the Working Conditions Catalogue to representatives of each of the parties. These representatives are authorised to agree to amendments.
3. If the representatives cannot come to an agreement, the proposed amendments are tabled at the collective labour agreement negotiations.

Article 1.13 Reorganisation code

In the event of reorganisations, the Reorganisation Code (*Reorganisatiecode*) and the Social Policy Framework (*Sociaal Beleidskader*) are applied. The Reorganisation Code is a code drafted by the employer. It applies when organisational changes occur that may have consequences for employees' legal status. The Social Policy Framework, adopted by the institute, provides a framework for those organisational changes that have consequences for employees' legal status.

Article 1.14 Code of conduct on sexual harassment, aggression and violence

Each employer adopts a code of conduct to prevent and control sexual harassment, aggression and violence in the workplace. The code of conduct also provides for a complaints procedure.

Article 1.15 Telecommuting

Employees who wish to telecommute on a voluntary basis may submit a request to this effect to their employer. The request may be granted if this benefits the proper performance of the work, if telecommuting is operationally possible and the employee has a suitable workplace at home. The employer may provide certain facilities for the employee to enable telecommuting. Arrangements on these facilities are laid down in writing. The telecommuting facilities may consist of financial payments or payments in kind, such as the purchase of computer appliances, the set-up of the workspace, the installation of an extra telephone line, coverage of telephone and Internet expenses and use of the employee's home as a workplace. The telecommuting scheme is included as appendix 7 to this CAO.

Article 1.16 Employees in Public Service

1. Employees who are temporarily relieved from the performance of their work due to work ensuing from service in a public-law body to which they have been appointed or elected, will be granted non-active duty pay while they are relieved from the performance of their work, on grounds of the Incompatibility of Office States-General and European Parliament Act.
2. The employer is not obliged to pay the employees for that part of the position for which they are in public service.
3. For the application of this article, the position of deputy ombudsman is put on a par with service in a public-law body as referred to in the first paragraph of this article.
4. Employees may be eligible for special leave, unless pressing operational interests dictate otherwise, so that they may meetings and sittings of public-law bodies to which they he have been appointed or elected and perform any ensuing duties for these boards, insofar as they are unable do so in their own time.
5. For employees who receive permanent remuneration for the service for which leave has been granted as specified in the previous paragraph, a deduction will be applied to their pay for the duration of their leave.
6. Employees shall be dismissed if, having accepted an office in a public-law body to which they have been appointed or elected, they have been temporarily relieved from the performance of their work, and having left office they cannot, in the employer's opinion, be reinstated inactive employment.
7. Employees who after long-term special leave, cannot, in the employer's opinion, be reinstated in active employment shall be dismissed.
8. Employees who accept an appointment as a minister or deputy-minister shall be dismissed on the day on which they accept office.

Article 1.17 Hardship clause

In special cases, provisions of this CAO-OI and from the CAO-OI schemes at the institute or employer level may be varied, if they are in the employee's favour and if in the employer's opinion the CAO-OI or pertinent scheme does not provide for the particular circumstances of the individual case.

Chapter 2 – Recruitment, selection and employment

RECRUITMENT AND SELECTION

Article 2.1 General provisions
In consultation with the (C)OR, the employer establishes a selection code with respect to recruiting and selecting personnel, taking the extant code of the Netherlands Association for Personnel Policy as the point of departure.

Article 2.2 Examination/Re-Examination
A medical examination only takes place if specific requirements for the performance of the work have been formulated which can be translated into medical terms. A medical examination shall, with regard to its nature, content and scope, be restricted to the relevant purpose. The employer shall bear the costs of the examination and re-examination.

EMPLOYMENT

Article 2.3 Content of the letter of appointment/labour agreement
The employee will be given a letter of appointment or labour agreement prior to the commencement of his duties; the following will be incorporated herein:
a. His surname, forename, other initials and date of birth
b. The employer's name
c. The date on which employment commences
d. Whether the employment is fixed-term or permanent employment. If the employment is fixed-term: the term as well as the grounds for employment
e. His work and the operational unit, as well as any concrete arrangements on alteration of work or work placement to enhance employability
f. The fulltime and applicable hours to the employee and the size of the actual working week that apply to the employee
g. The salary, under specification of the relevant salary scale, the salary step and allowances, if any, if applicable, the time at which the first periodical salary increase will take place for the first time.
h. The provision that the CAO and the letter of appointment/labour agreement are a whole
i. The applicable pension scheme
j. The location or locations where the work is performed
k. If applicable: the provision that employment is dependent on external funding as referred to in article 2.5 paragraph 2

Article 2.4 Changes/supplements to the letter of appointment/labour agreement
The employee is notified in writing of changes in and supplementations to the information in the letter of appointment or the labour agreement as specified in article 2.3.

Article 2.5 General provisions with respect to employment
1. Employment will be entered into for a fixed or permanently Chapter 2 Recruitment, selection and employment
2. In cases of external funding, a permanent employment may be effected for which the letter of appointment or employment contract specifies that the employment depends on external funding.
3. A fixed-term employment can be preceded by permanent employment as specified in article 2.6, paragraph 1, below a (trial period).
4. In the letter of appointment or labour agreement it can be determined that a trial period as referred to in article 7:652 of the Civil Code has been agreed upon during which both

employer and employee may terminate employment without taking the provisions of termination into consideration. The following maximum trial periods apply:
a. For permanent employment: no more than 2 months.
b. For a fixed-term employment shorter than 2 years: no more than 1 month.
c. For a fixed-term employment of 2 years or longer: no more than 1 month.

Article 2.6 Grounds and duration of fixed-term employment

1. A fixed-term employment can only be effected on the following grounds and for the following duration:
   a. To assessing whether permanent employment can be effected, for a maximum of two years, the period of which can be extended at the employee's request, once by no more than one year.
   b. For a certain period or certain event for a maximum of three years, within which period two extensions or three contracts may be agreed on. After the conclusion of the third year or the three contracts, there is still the possibility for a one-off extension of three months, which will terminate by operation law.
   c. For certain work, for a maximum of six years, within which a maximum of two extensions may be agreed on, to be terminated by operation of law.
   d. For a fixed-term tenure track position for a maximum of six years.
      1. The tenure track specifies:
         - How the track may be lead to permanent employment
         - The duration of the track
         - The assessment procedure and criteria
         - The consequences of a positive or negative assessment
      2. The decision about whether or not the employment will be made permanent will be taken well in advance, at least one year before the end of the agreed period.
   e. The following are not applicable for determining the number of extensions and the maximum duration as meant under a, b, c and d of this article:
      1. The years of service as an OIO/a tenure tracker.
      2. The years of service with other employers.
      3. The years of service with the employer, with an interruption of more than three months.
      4. The extension as referred to in article 2.9, paragraph 2.
2. In derogation of paragraph 1, the provisions of chapter 12 apply to OIOs.

Article 2.7 Accumulation and non-accumulation for fixed-term employment

1. Employment as referred to in article 2.6, paragraph 1, below a, cannot accumulate with another fixed-term employment as referred to in article 2.6, paragraph 1, below b, article 2.6, paragraph 1, below c and article 2.6, paragraph 1, below d.
2. An employment, as referred to in article 2.6, paragraph 1, below b (certain period/occurrence), can accumulate with a fixed-term employment according to article 2.6, paragraph 1, below c (certain types of work), in that the maximum duration of six years may not be exceeded and the number of employments does not exceed three.
3. An employment, as referred to in article 2.6, paragraph 1,below a (trial period), cannot accumulate, in terms of time, with a trial period as referred to in article 2.5, paragraph 4.

Article 2.8 Conversion of fixed-term employment

1. A fixed-term employment is converted into permanent employment by operation of law:
   a. If at the end of a fixed-term employment the work continues with the employer's apparent consent
   b. If ground for a fixed-term employment is found to be incorrect
   c. If the composition of assigned duties as referred to in article 2.6, paragraph 1, below c continues after six years.
2. This article does not apply to the employment of OIOs.

Article 2.9 Extension of fixed-term employment

1. A fixed-term employment can only be extended in the event of unforeseen circumstances. Unforeseen circumstance are understood to be circumstances that were unknown when the employment was effected.
2. If the duties are specific to a particular person and no external time limit has been determined, the employment may, at the employee's request, be extended for:
   a. The duration of the pregnancy and maternity leave taken
   b. The duration of the parental leave taken
   c. The prevalent arrangements made pursuant to article 18 of the WOR as to time spent on duties ensuing from membership of the works council or special leave for membership of the local consultation, pursuant to article 5.9
   d. The duration/period that a person has worked part-time (*pro rata*).

   Article 2.8, paragraph 1, does not apply to these extensions.
3. The request, as referred to in the second paragraph, may be refused if the project is no longer expected to be completed.
4. The maximum number of extensions is two, save for the one-off extension of three months as referred to in article 2.6, paragraph 1, below b, and the extension referred to in paragraph 2 of this article.

Article 2.10 Redeployment assessment for fixed-term employment pursuant to article 2.6, paragraph 1, below c and paragraph 1, below d

If a fixed-term employment has been effected with the employee pursuant to article 2.6, paragraph 1, below c, the employer has a best-effort obligation to investigate whether the employee can be offered another position, within the employer's area of competence, that is suited to their personality and circumstances, with observance of the provision of article 9.5, paragraph 4 of this CAO (accommodating policy).

Chapter 3 – Salary and allowances

Article 3.1 General provisions

1. The employer pays the salary, allowances and payments for extra services on a monthly basis.
2. When the salary, an allowance, as referred to in articles 3.8, holiday pay or year-end bonus needs to be calculated over a part of a calendar month, the sum will be determined per day by dividing the monthly sum by the number of days of the relevant calendar month.
3. The first and second paragraphs may be varied, if the employer believes that particular circumstances give rise thereto.
4. The employee will receive no remuneration for the time during which he, contrary to his obligations, intentionally neglects to fulfil his function.
   The employer can resolve to stop remuneration also in the cases referred to in article 9.7, paragraph 2, below a and b.
5. Every year in May, employees are entitled to pay of 8% of their remuneration. Parties have agreed that the accrual of holiday pay is at least €132.57 per month. Upon termination of the employment the holiday pay accrued until termination will be paid with the last salary payment.
6. Every year in December, employees are entitled to a year-end bonus of 8.33% of their received pay. For employment for part of the year and for part-time employment, the year-end bonus is adjusted in proportion (monthly accrual). If the employment ends during the year, payment will be made in the last month of the employment.

Article 3.2 Salary scale and job classification

1. The employer determines the salary scale that applies to the employees on the basis of the nature and level of the employees' work.
2. The employer determines the nature and level of an employee's function within the organisation in accordance with the salary tables specified in appendix 1. This occurs on the basis of the job level matrix for the research institutes.
3. To employees who temporarily replace and perform other work, the last applicable salary scale will remain in force, without prejudice to the provision in article 3.8, paragraph 2.
4. Employees cannot be assigned to a salary scale with a lower maximum salary than their current scale, unless they agree to this, unless a disciplinary measure has been imposed, or after prior dismissal.

Article 3.3 Objections to job classification

1. Employees who object to the intended decision about the classification of their job may request that the employer reconsider this evaluation.
2. Objections against the decision on the job evaluation are handled by the employer's advisory (complaints) committee/personnel affairs committee.

Article 3.4 Salary classification

1. Upon employment the employee is paid the salary assigned to him on salary step 0 of the prevalent salary scale.
2. Derogation of the first paragraph is possible as follows:
   - Classification in the immediately lower salary scale, if the employee does not yet perform all of their duties.
   - Classification in a higher salary scale, if the employer believes that there is reason to do so.
3. The preliminary salary scale is the immediately lower salary scale and only applies for the limited period during which the employee is considered to be able to meet all the requirements necessary for the position.

4. As soon as an assessment shows that the employee meets all the requirements necessary for the position, the employee will be classified in the salary scale appropriate to the position.
5. If the employee does not meet all the job requirements six months before the maximum period of two years expires, the employer shall invite the employee to explore other career prospects within the organisation or elsewhere.
6. After the Participation Act has entered into force, employees in the category of "persons with an occupational impairment", as referred to in the Act, are classified in salary scale 1, step 0 or in the salary scale and on the salary step that correspond with the work that these employees will perform.

Article 3.5 Salary increments

1. The employee's salary is raised to the next sum in the salary scale, if, in the employer's opinion, the employee performs their function properly.
2. The employee's salary can be raised to a higher sum specified in the salary scale, if in the employer's opinion the employee is delivering good or first-rate work.
3. If the employer is of the opinion that the employee fails to perform their work properly, the salary increase will not take place.
4. The salary increase as referred to in the first and second paragraphs, is given when the employee has not yet reached the maximum level of salary in his current salary scale; the first raise is given one year after entry into employment, and then each year.
5. The date of the salary increase can be brought forward if the employer believes that there is reason to do so.

Article 3.6 Derogations of articles 3.1-3.5

In special cases the employer can make arrangement to supplement articles 3.1 through 3.5 or derogate from them in the employee's favour.

Article 3.7 (Long-service) bonuses

1. The employee is entitled to a long-service bonus after 25 and 40 years of service. This bonus is at least 50% of the salary including holiday pay. The employer shall make a long service bonus regulation.
2. The employee may be granted a bonus and/or extra leave for special achievements on or other grounds. The employer shall lay down further rules to this end.

Article 3.8 Allowances

The employer may grant the employee one or more allowances. Where necessary, this article outlines the conditions for the granting of an allowance.

1. Performance allowance:
   a. For what the employer considers excellent performance of work.
   b. Only if the employee has reached the maximum salary in their salary scale.
   c. No more than 15% of the employee's current maximum salary.
   d. For the period of one year.
   e. For a longer period, if there are exceptional circumstances.
2. Substitution allowance:
   a. For substitution for more than one month for a position in a higher salary scale.
   b. For the duration of the substitution.
   c. At least two but no more than four increments.
3. Allowance for irregular work:
   a. For employees whose maximum salary scale is 10.
   b. For employees whose employer requires them to perform work at non-regular working hours.
   c. For work other than for overtime.

Hours	Percentage of the employee's own hourly salary, scale 7 being the maximum	Conditions
Mondays to Fridays 06.00-08.00 am 06.00-10.00 pm	20%	Work commences before 07.00 am Work ends after 07.00 pm
Mondays to Fridays 10.00 pm-06.00 am	40%	
Saturdays	40%	
Sundays, and holidays as defined in article 4.2, paragraph 1	70%	

4. Allowance for stand-by and on-call duties:
   a. For employees whose maximum salary scale is 10.
   b. For employees who in accordance with their employer's written instruction are required to be stand-by or on-call for work at non-regular working hours.
   c. For work other than for overtime.

Hours	Allowance per hour	Conditions
Mondays to Fridays	5% of salary scale 6, step 10	The employee may also be entitled to overtime pay
Saturdays, Sundays and on holidays as defined in article 4.2, paragraph 1	10% of salary scale 6, step 10	

5. Recruitment and retention allowance:
   The employer can grant the employee an allowance for reasons of recruitment or retention.
6. Allowances on other grounds:
   In special cases the employer may grant an allowance to an employee or to a group of employees on grounds other than those specified in this article.
7. The employer may make rules that supplement or derogate from this article if these rules benefit the employee.

Article 3.9 Termination of allowances and decrease of the allowance for irregular work

1. The employer may terminate a granted allowance, if the grounds for the allowance no longer exist.
2. The allowance for irregular work is only decreased
   a. if during a period of two years, an employee has received this allowance for more than two months uninterrupted and
   b. the permanent decrease is at least 3% of their salary and performance allowance and/or allowances on other grounds.

When	What	Explanatory note
Employer decides to permanently decrease allowance	Decrease of the allowance Percentage is proportionate to the number of years that the allowance has been received without interruption	For example: If an employee has received an allowance during a period of four years, the following decrease applies: 1st quarter 80% 2nd quarter 60% 3rd quarter 40% 4th quarter 20%

This paragraph applies to permanent and decreasing allowances for irregular work that are or have been granted after 28 February 2001.

Article 3.10 Overtime pay

1. The employer shall grant overtime pay to the employee whose maximum salary scale is 10. This article does not apply to the employee as referred to in chapter 12.
2. Overtime is considered to the number of working hours in excess of the full working week.
3. The payment for overtime consists of
   a. leave, equal to the number of hours in excess of the full working work and
   b. a percentage of the employee's current hourly salary for each hour of overtime, in accordance with the table below.

Overtime performed between	**on Saturdays, Sundays and holidays**	**on Mondays to Fridays**
07.00 am and 06.00 pm	100%	0%
06.00 pm and 07.00 am	100%	50%

4. If the employer believes that leave is incompatible with operational interests, then instead of leave, a sum of money sum is granted for each hour equal to the employee's current hourly salary.
5. To employees who are in different salary scales and are assigned to perform the same work as referred to in the first paragraph, the employer may, in derogation of the first through the fourth paragraphs, grant all employees an equal allowance.
6. The employer may make rules that supplement or derogate from this article if these rules benefit the employee.

Article 3.11 Remuneration and payment in case of death and missing persons

1. Remuneration will be paid until and including the day of death.
2. As soon as possible after the employee's death, the life partner will receive a sum, equal to three months' remuneration, vacation pay and year-end bonus that the employee was entitled to prior to his death. If the deceased does not leave behind a widow or widower, payment will be made to the employee's minor legal, legitimised or legally acknowledged natural, adoptive or foster children. If there are no such children, then payment will be made to parents, brothers or sisters or children of age, provided that the deceased was their breadwinner.
3. The first through third paragraph will apply mutatis mutandis in cases in which the employee has gone missing, unless there are good reasons to believe that the employee is unjustifiably absent without good cause. The employer shall determine the time at which the employee went missing. Until such time remuneration will continue. In case of unjustifiable absence, that portion which was unduly paid will be reclaimed.

Chapter 4 - Employment and Holidays

Article 4.1 Employment, working week and working hours

1. A full-time employment is 38 hours a week. The actual working week is no more than 40 hours, 338 hours being vacation hours.
2. An employee's actual working week may vary annually due to vacation. The actual working week is determined by the employer.
3. The employer shall adopt a working hours schedule. A working hours schedule is a schedule drafted for a period of more than a week and published before taking effect that states when daily working hours begin and end.

Article 4.2 Non-working days and holidays

1. No work is performed on Saturdays and Sundays, New Year's Day, Easter Monday, 5 May, Ascension Day, Whit Monday, both Christmas and Boxing Day and the King's Birthday or on other days that the employer has designated as regionally or locally recognised holidays or anniversaries.
2. Employees are entitled to exchange one or more days of leave, for a free day on other religious holiday or anniversary.
3. Derogation of the first paragraph is only possible from if compelling operational interests so dictate and in consideration of the following:
   a. No work shall be carried out on at least 13 Sundays in a period of 6 months.
   b. As much consideration as possible will be given to those days that are of religious significance to an employee.
   c. The working hours schedule is arranged in such a manner that the employee has at least two, preferably consecutive, days off, and allowance is made for no more than two half days off, preferably within, but in any case over a period of seven days.
4. Derogation of the working hours schedule is only possible if the employer's interest makes this inevitable or if there are special circumstances, provided that arrangements are made for the employee to enjoy at least 36-hour uninterrupted hours of rest during the period of 7 days concerned.
5. Every year, the employer may, with the approval of the (C)OR, schedule two days on which the organisation is closed for business. Collective closures are deducted from that part of the annual vacation leave as referred to in article 5.3, paragraph 2 that is taken as vacation.

Article 4.3 The 40/40 scheme

1. The employer may designate one employee or a group of employees who are to work 40 hours a week.
2. For the application of this article, an employee or a group of employees may be designated who:
   - Perform(s) work that is funded externally
   - Perform(s) work, mostly on a project-by-project basis, to which timelines or time restrictions apply
   - Is/are difficult to replace and necessary for operational processes
3. The designation will temporary, for the duration of a project or for a period of no more than two years, after which the employer may make a new decision.
4. For these employees, the annual entitlement to vacation leave is reduced from 338 to 234 hours, concurrent with the granting of an allowance on top of the salary of 5.25%. This allowance is included in the calculation of the holiday pay, year-end bonus and is pensionable.

5. For these employees, the number of hours of vacation leave that can be paid under AVOM is reduced by 104.[5]
6. These employees are offered the opportunity to purchase no more than 104 hours of vacation leave under AVOM.
7. If the employee falls ill or becomes incapacitated for work this article will cease to apply after six months from the first day of illness.
8. The calculation factor that is applied to these employees' secondary terms of employment is based on an employment of 38 hours per week.

[5] Refer to the sample calculation in Appendix 2.

Chapter 5 - Vacation and leave

Article 5.1 Vacation

1. Employee in full-time employment (38 hours) and with a full-time working week (40 hours) receives 338 hours[6] of paid vacation leave per calendar year. The vacation leave consists of 160 statutory hours and 178 non-statutory hours.
2. Employees in part-time employment are entitled to vacation leave *pro rata*, rounded up to full hours.
3. The employer may make further rules to implement this article.

Article 5.2 Week option for vacation leave

1. Under the so-called week option for vacation leave, the employee may take vacation leave for a fixed number of hours per week according to a fixed pattern per week or cluster of weeks. This option is exercised for the full calendar year.
2. The employee's request must fit within the framework of agreements made with the employer organisations at the level of the institutes or with the works council.
3. The employer may deviate from the employee's request if there are compelling operational interests.
4. In the event of illness or incapacity for work, the vacation hours that have been scheduled under the week option are not written off.

Article 5.3 The taking of vacation leave

1. Vacation-leave should, in principle, be taken in the calendar year in which it is granted.
2. As a rule, an employee with a full-time employment and a full-time working week will take at least 130 hours of vacation per calendar year, including the collective closure days referred to in article 4.2, paragraph 5.[7]
3. Taking into account the wishes of the employee where possible, the employer shall determine the start and finish dates of the vacation periods. Vacation will be taken for at least two consecutive weeks per year, or at the employee's request, for two one-week periods.
4. If there are pressing operational interests, the employer may withdraw permission granted to the employee to take vacation. Employees who suffer any financial damage as a result of the withdrawal will be indemnified.
5. For a full-time employment the remaining vacation leave at the end of a calendar year should as a rule not exceed 80 hours, to be increased with vacation leave to which future object has been deployed under AVOM (appendix 3).
6. In consultation with the employee, the employer fixes the start and end dates of the vacation when for the vacation hours that exceed the maximum referred to in paragraph 5.

Article 5.4 Expiry and lapse of vacation hours

1. The entitlement to the statutory annual vacation hours expires six months after the last day of the calendar year in which the entitlement arose, unless until such time the employee was not reasonably able to take this vacation leave.
2. The entitlement to the 178 hours of non-statutory vacation hours lapses after five years from the last day of the calendar year in which the entitlement arose.
3. The employer has the power to waive the expiry period of six months as stated in paragraph 1.
4. The entitlement to vacation leave accumulated before 1 January 2012 lapses after five years from the last day of the calendar year in which the entitlement arose.

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[6] For employers employed before 1 January 2000, the transitional scheme as referred to in article 14.3 applies.
[7] Refer to Appendix 2 for sample calculations.

Article 5.5 Vacation leave and termination of employment

1. Prior to termination of employment, any vacation leave to which there is still an entitlement must be taken. The employer and employee will agree upon this at an early stage.
2. If for organisational reasons the remaining vacation leave cannot be taken prior to the termination of employment, an employee is entitled to a remuneration to the sum of his hourly wage including holiday allowance and year-end bonus.
3. If the employee on the day of his termination of employment has taken out too much vacation leave, he will owe the employer for every hour of vacation leave taken out in excess a sum to the amount of his hourly wage including holiday allowance and year-end bonus.

Article 5.6 Vacation leave in the event of illness or incapacity for work

1. During illness and incapacity for work the employee accumulates both statutory and non-statutory vacation hours during the first three months of his illness or incapacity.
2. After three months of illness or incapacity for work the employer only accumulates the statutory vacation hours.
3. After three months of partial illness and incapacity for work the employee accumulates both statutory and non-statutory vacation hours for the actual working hours.
4. Under the current regulations, taking vacation leave during illness and incapacity for work is possible.

Article 5.7 General provisions on special leave

1. Special leave is short-term or long-term unpaid leave. The articles 5.8 and 5.9 state in which cases the employer is entitled to full or partial remuneration.
2. Special leave is granted on grounds of a substantiated and timely written request by the employee.
3. The employee is entitled to long-term unpaid special leave unless this is incompatible with pressing economic or operational interests.
4. Long-term special leave takes effect after the employer has approved the leave, as well as the conditions attached to that leave. These conditions the manner of remuneration, including the employer and employee contribution to pension premiums, whether or not vacation will be taken and other arrangements are laid down in writing.
5. In the event of continuation of pension accrual during the unpaid leave as referred to in this article the full pension premiums (included the employer contribution) are borne by the employee. This also applies to the life-course leave taken for this purpose.
6. If the work is performed with another employer, special unpaid leave, including the guaranteed right of reinstatement into the position, may be granted for the period of one year.

Article 5.8 Special paid leave

1. Employee shall be granted paid special leave:
   a. For the death of relatives and in-laws in the first degree: four days; for the death of relatives and in-laws in the second degree: two days. If the employee has been entrusted with the interment or cremation this number may be increased by four days.
   b. For their wife's or life partner's childbirth: one day.
   c. After their wife's or life partner's childbirth: two days of paternity leave, to be taken within four weeks from the first day on which the child actually lives at the same address as the mother.
   d. For taking in a foster child as defined in the Youth Care Act in the family: five weeks, to be taken within 16 weeks after the child has actually been taken into the home.
   e. in the event of adoption: five weeks, to be taken within 26 weeks counting from four weeks prior to the child's entry into the family;
   f. To exercise the right to vote or be elected and in compliance with a statutory obligation, insofar as this is impossible outside working hours.

g. For a visit to a recognised medical paramedical practitioner, insofar as this is impossible outside working hours.
h. For the necessary supervision of a person as referred to in article 5.10, paragraph 1, for the purpose of a visit to a doctor or a hospital that is an emergency, or a visit that is unforeseen or not reasonably possible to plan outside working hours.
i. In an unforeseen situation that requires them to take necessary measures without delay: for a maximum of forty hours per year (not uninterrupted). If this maximum is exceeded, the employee is entitled to 70% of their remuneration for each extra hour of calamity leave.

2. In derogation of the provision in the previous paragraph, the special leave for the sea-faring personnel of the Royal Netherlands Institute for Research at Sea (NIOZ) shall be granted at a later time, should the interest of the service thus require.

Article 5.9 Leave for activities of employee organisations

1. The employee will be granted full-paid special leave, unless the employer's interest dictates otherwise:
   a. To attend employee organisation meetings, provided that he takes part as a member of the board or as a representative or member of the board of part thereof: for a maximum of 120 hours per year.
   b. If he is appointed to develop administrative and/or representative activities within an employee organisation or within the employer's organisation, whose aim is to further the objects of the association or organisation: for a maximum of 208 hours per year.
   c. To participate in a course, at the invitation of an employee organisation: for a maximum of 48 hours per two years.
2. The total amount of leave referred to in paragraph 1 shall not exceed 320 hours per period of one year, if the employee is a member of an employee organisation's central management. In other cases this shall not exceed 240 hours per period of one year.
3. The employee who has been appointed a paid member of the board of an employee organisation as referred to in article 1.1, definition 33 of a central or international employee organisation may be granted special unpaid leave for a period of no more than two years.

Article 5.10 Care leave

1. Employees have an entitlement in proportion to the size of their employment for the necessary care of
   - their ill partner
   - blood relatives in the first degree (parents, adoptive parents, children, adoptive children)
   - blood relatives in the second degree (grandparent, grandchild, brother, sister)
   - those who are part of their household
   - those with whom they are in another kind of social relationship, insofar as the care directly arises from that relationship and should in all reasonableness be provided by them.
2. The period of short-team care leave in the event of illness is no more than ten working days per calendar year and is paid.
3. The period of long-term care leave in the event of life-threatening illness is no more than six weeks per situation, of which four weeks fully paid and two weeks at 50% of their remuneration. At the employee's request, this long-term care leave may be extended. The employer determines the duration of the extended long-term care leave and any additional conditions.
4. During extended long-term care leave, employees are entitled to
   - at least 50% of their remuneration during the first two weeks of the extension; further extensions of care leave are in principle unpaid
   - full accrual of pension and social security entitlements
   - vacation leave in order to compensate for the unpaid part of the extended long-term care leave
   - vacation leave immediately following the extended long-term care leave.

The employer shall allow the employee to take vacation leave immediately following the extended care leave.
5. The period of long-term care leave for the care of a person who is ill or in need of help as referred to in paragraph 1 is no more than six weeks per situation and is unpaid.
6. During the unpaid care leave pension accrual continues to be based on the number of working hours prior to the leave. The full pension premiums (including the employer contribution) are borne by the employee. This also applies to the life-course leave deployed for this purpose.
7. The request for leave as defined in this article may be refused or withdrawn if there are pressing operational interests.
8. The employer may require the employee to make plausible that care of a person as referred to in the first paragraph is necessary due to illness or life-threatening illness.

Article 5.11 Pregnancy leave and maternity leave

1. For childbirth the female employee has a right to paid pregnancy and maternity leave of no more than sixteen weeks.
2. The entitlement to pregnancy leave takes effect six weeks prior to the day following the expected childbirth date as evidenced by a statement by a physician or an obstetrician. This leave commences no later than four weeks prior to this date.
3. The maternity leave is ten weeks and takes effect on the day following the date of childbirth. The employee may spread this leave pursuant to a request under the Work and Care Act.
4. The leave is extended to a maximum of sixteen weeks, insofar as the maternity leave preceding the expected date of childbirth has amounted to less than six weeks for reasons other than illness.

Article 5.12 General provisions on parental leave

1. Employees are entitled to parental leave for each child. To this end, they may request that their employer:
   - Reduce the actual working week by half during the relevant for the maximum uninterrupted period of twelve months.
   - Reduce the actual working week by less or more number of hours per week, in which case the maximum period of leave can be extended or reduced proportionately.
2. The parental leave can be divided into a maximum of six periods of at least one month.
3. The employer will determine the working hours schedule in agreement with the employee. On grounds of serious operational interests, and no later than four weeks before the leave starts, the employer may change the distribution of the leave over the week.
4. Parental leave is conditional upon the employee
   - being the biological, foster or adoptive parent of a child that has not yet reached the age of eight years and
   - having submitted a written request to the employer at least two months before the parental leave starts.
5. During the parental leave, vacation leave is only accrued for the actual hours worked.
6. Parental leave ends no later than on the day that the child reaches the age of eight years.

Article 5.13 Amendments to parental leave agreements

1. The employer shall agree to a request by the employee not to take parental leave following the taking of pregnancy, maternity or adoption leave. The employer shall follow up on the request within four weeks. If the leave is not continued, the entitlement to the remainder of the leave is suspended.
2. The employer may refuse a request not to take out or not to continue parental leave as a result of unforeseen if this is incompatible with compelling operational interests. The employer shall follow up on the request within four weeks. If the leave is not continued, the entitlement to the remainder of the leave ends.

3. If the leave is divided on the basis of article 5.12, paragraph 2, paragraphs 1 and 2 of this article apply to each period.
6. A request by the employee to end the leave prematurely is granted unless this is incompatible with compelling operational interests. The leave not taken out for this reason permanently ends.

Article 5.14 Remuneration during the parental leave and repayment obligation

1. Employees are entitled to parental leave with partial retention of remuneration
   - for a child that has not yet reached the age of four years
   - for a period of thirteen times the actual working week
   - provided they have been employed for a period of at least one year immediately preceding the parental leave and
   - have submitted a request in writing at least two months before the leave starts.
2. The parental leave amounts to 55% of the remuneration.
3. During parental leave, the due pension premiums continue to be based on the employee's working hours prior to the parental leave:
   a. For paid parental leave, the employer and employee continue to be based on the number of working hours immediately prior to the parental leave.
   b. For unpaid parental leave the full pension premiums (including the employer contributions) are borne by the employee. This also applies to the life-course leave deployed for this purpose.
4. Employees who during the parental leave resign upon their own request or are dismissed without any entitlement to severance pay or disability pension shall refund the remuneration paid during the parental leave.
5. The refund referred to in the previous paragraph is reduced by one-sixth of the total sum, for each month that employment has continued after termination of the non-statutory parental leave.

Article 5.15 Parental leave and illness

1. In the event of illness continuing for more than one calendar month, the employee is entitled, after that month, to suspension of the parental leave for the duration of the illness.
2. During the first month of illness, the level of remuneration is based on the employee's entitlement by virtue of the parental leave. In the subsequent months of illness, remuneration will be based on the salary paid before the parental leave started.

Article 5.16 Seniority leave (Seniorenverlof; SROI)

As of 1 February 2012 the Seniority Scheme for Research Institutes (*Seniorenregeling Onderzoekinstellingen*; SROI-2007) was abolished. For the transitional seniority leave scheme SROI, refer to article 14.5.

Chapter 6 – Training and career development

Article 6.1 General provision

Professional development and employability are important for the employer as well as the employee. The employers aim to allocate at least 1.2% of the annual wage sum to this end. In their Annual Social Report, the employers report on the means that have been allocated to stimulating their employees' development.

Article 6.2 Training

1. The employee has a right and an obligation to training.
2. Two types of training exist:
   a. Training in the framework of a proper exercise of the current or (demonstrable) future work.
   b. Training in the framework of broadening employability in the organisation or elsewhere. As a rule, 50% study leave is granted and 50% of the study expenses are reimbursed for training. Deviations from these percentages are possible if reasons are given why another percentage is more appropriate in view of the employer and employee's interests. Furthermore, it is possible to prioritise either the percentage of study leave or the percentage of study expenses. If the training takes places in the organisation's interest, full study leave is granted and study expenses are reimbursed for 100%.

Article 6.3 Procedure

1. Every year, employer and employee will make arrangements as to the necessary and desired training. These arrangement can be made in the context of a performance or assessment interview, or at any other time.
2. Both the employer and employee may initiate and propose training.
3. The aim is to reach agreement. If no agreement can be reached, the employer may:
   - Impose an obligation to training as meant in article 6.2, paragraph 2, below a
   - Decide not to grant permission for training/payment.

   For employees employers under a civil-law employment contract the employer will set up a complaints procedure. For civil servants, the objections procedure in Awb applies.

Article 6.4 Professional development

1. At least once every five years the employer and employee make arrangements for the required and desirable development of the employee within or outside the organisation.
2. The plan on the necessary investment in time and money referred to in article 6.2 shall be in writing.
3. The progress of and (re)adjustments to the development plan are discussed in the annual performance or assessment interview.
4. Once every five years, employees are entitled to a professional advice on his career development. During their performance and assessment interview, employees may indicate when they wish to exercise their right. The results of this advice will be incorporated in the arrangements that are made based on paragraph 2.

Article 6.5 Career placements

1. Pursuant to the development arrangements, employees may agree to a placement, prior to which written arrangements will be made as to the objective, term, coaching and assessment of the period of experience and their follow-up.
2. The aim of the career placement is the gaining of specific experience by filling another position or performing other work.
3. Career placement is for a term of two years.
4. During the career placement, employees are entitled to the salary connected with the function, unless the extent of the training element occasions otherwise.

5. After the career placement, employees are entitled to a position equivalent to the one they held when the career placement started.
6. After the career placement, employees are entitled to the salary that they would have received if career placement had not taken place.

Article 6.6 Demotion

1. Within the framework of the agreements that are made concerning the professional development of employees, employers and employees may agree that employees may fill a position that is valued at a lower level than their current position, as suits the life stage and development stage that they are in. In that case, the salary scale of the lower job level will come to apply to the employee.
2. Upon demotion, employees are placed in the newly applicable salary scale on the step closest to their salary in the 'old' salary scale.
3. If the remuneration in the new salary scale is lower than the 'old' remuneration, employees will be compensated for this for a maximum of two years:
   - In the first year two thirds of the difference will be compensated.
   - In the second year one third of the difference will be compensated.
4. Employees over the age of 55 who voluntarily and with the employer's permission opt for demotion may make use of the possibility that ABP offers to continue their pension accrual at the salary level belonging to their former position.

Article 6.7 Further rules

The employer may make further rules to implement this article.

Chapter 7 – Performance and assessment interviews

Article 7.1 Performance interviews

1. At least once a year a performance interview shall take place in which the employer and employee will discuss matters such as the employee's employability, career development and training.
2. The performance interview is reported in writing.
3. The employer will, at any rate, establish further rules concerning the topics of and participants in the performance interview.

Article 7.2 Assessment interviews

1. An assessment will be made covering period of no less than six months and no more than 24 months.
2. The assessment interview is reported in writing.
3. The employer will make further rules for the assessment procedure and criteria.
4. For employees employers under a civil-law employment contract the employer will set up a complaints procedure. For civil servants the objections procedure in Awb applies.

Chapter 8 – Social security

Article 8.1 Pension

With respect to the pension provisions of the employee who is regarded as a public servant under the ABP Privatisation Act, the provisions in the Pension Scheme of the National Civil Pension Fund ABP apply.

Article 8.2 Illness and incapacity for work

1. To employees and former employees who are partially or completely unable to perform work due to illness or incapacity for work, the ZAOI and the Pension Scheme of the National Civil Pension Fund ABP apply.
2. The employers have a collective best-effort obligation with respect to reinstating partially incapacitated employees with the employers affiliated with WVOI.

Article 8.3 Unemployment

Part-time or full-time unemployed employees may lay a claim to a dismissal benefit in pursuance of BWOI.

Chapter 9 – End of the employment

PROVISIONS FOR PUBLIC-LAW EMPLOYERS

Article 9.1 General provisions

1. The employer shall give notice in writing for the whole or part of the employment.
2. The written dismissal decision contains:
   - The date on which the dismissal commences
   - The notice period
   - The reason for the dismissal
   - The information that the employee is eligible for a BWOI benefit
3. Employees shall be granted dismissal at their own request, with observance of the notice period referred to in articles 9.5, paragraph 3 or 9.6.

Article 9.2 Objection to dismissal

1. In deciding on an objection to a decision to dismiss, the employer will ask the Advisory Committee Awb for advice.
2. A dismissal on the grounds of articles 9.4, paragraph 2, below a, 9.5, paragraph 2 and 9.8, paragraph 1 shall not take effect any earlier than one week after the employer has decided on the objection to dismissal as referred to in paragraph 1.

PROVISIONS FOR PRIVATE-LAW EMPLOYERS

Article 9.3 General provisions

1. Both the employer and employee shall give notice in writing, with statement of reasons, and with observance of the notice period in article 9.6.
2. Both the employer and employee may terminate the employment without notice during the trial period.

PROVISIONS FOR PUBLIC-LAW AND PRIVATE-LAW EMPLOYERS

Article 9.4 Dismissal from permanent employment

1. Employees in permanent employment may be dismissed without notice on the following grounds:
   a. Lack of a residence or work permit.
   b. An irrevocable judicial decision placing the employee in ward.
   c. Custody for failure to comply with a judicial order for debts by virtue of an irrevocable judicial decision.
   d. An irrevocable custodial sentence for a criminal offence.
   e. Continuing incapacity in accordance with article 20 of ZAOI.
   f. Furnishing incomplete or incorrect information upon commencing employment.
2. Employees in permanent employment may be dismissed with observance of the notice period on the following grounds:
   a. Incompetence, unsuitability or unsatisfactory performance.
   b. Discontinuance of the position.
   c. Termination of external funding, the appointment or employment contract being dependent on external funding, in accordance with article 2.5, paragraph 2. The Social Policy Framework applies.
   d. End of the appointment.
   e. Commencement of flexible pension.
   f. Other grounds, in which case the employer shall make arrangements for the employee to be granted a reasonable and fair benefit.

3. The employment ends by operation of law when the employee reaching the AOW entitlement age at which one is entitled to an old age pension.

Article 9.5 Termination of fixed-term employment

1. The fixed-term contract terminates without notice by operation of law.
2. The employer may terminate the employment prematurely with observance of a notice period of two months.
3. The employee may terminate the employment prematurely, with observance of a notice period of one month.
4. In the event of dismissal due to reorganisation, extended notice periods such as have been agreed in the relevant Social Policy Framework or Reorganisation Code apply.
5. If a fixed-term employment or a succession of fixed-term employments constituting a period of more than two years terminates, the employee is entitled to an accommodating policy in conformity with the organisation's prevalent Social Policy Framework including the terms set out therein, irrespective of whether the termination is premature.

Article 9.6 Notice period

1. The notice period for employees in a salary scale no higher than 12 is one calendar month. For employees in scale 13 or higher the notice period is two calendar months.
2. The notice period for the employer is twee calendar months.
3. For employees in scale 13 or higher, a notice period that deviates from the notice periods in the previous paragraphs may be agreed upon in the employment contract or the letter of appointment. This notice period is equal for both parties.

Article 9.7 Dismissal prohibitions

1. Termination shall not take place during:
   a. The employee's pregnancy;
   b. Maternity leave nor within six weeks after the maternity leave ends
   c. The first two years of illness and incapacity for work
2. The dismissal prohibition on grounds of illness does not apply
   a. If the incapacity for work has lasted for two consecutive years, after these two years recovery within six months cannot reasonably be expected to occur
   b. If the employee without sound reason refuses to cooperate with reintegration into employment
   c. If a fixed-term employment ends by operation of law
   d. If the employee is summarily dismissed for a compelling reason
   e. If dismissal is a disciplinary measure
   f. In the event of termination of the employment for pressing reasons, including the possibility to terminate the employment due to discontinuance of the position
3. In addition, the statutory dismissal prohibitions apply.

Article 9.8 Dismissal due to discontinuance of the position

1. Employees may be dismissed:
   a. Due to discontinuance of their position
   b. Due to redundancy of personnel as a result of changes in the management of the organisation in which the employee is active, or as a result of a downsizing of activities in the organisation
2. Dismissal on one of the grounds stated in the first paragraph only takes place if careful investigation shows that it is not possible to assign work to the employee within the employer's scope of authority that are suited to their personality and circumstances, or if the employee refuses to accept such work. In principle, priority will be given to female employees in the process of assigning suitable work, in order to prevent actual inequality from arising or increasing.

3. Dismissal on one of the grounds stated in the first paragraph will take place no later than one year after publication of the redundancy or the discontinuance of the function. In the event of reorganisations, a longer period may be agreed on within the Local Consultation.
4. Dismissal due to the redundancy of employees in permanent employment will take place in accordance with the composition-of-the-workforce principle in the Dismissals Decree.
5. In the event of a dismissal on one of the grounds stated in paragraph 1, a notice period of at least three months shall be observed, depending on the Social Policy Framework.
6. In the event of relocation of the organisation in which they are employed, the resignation shall be accepted of employees who cannot reasonably be expected to accept or continue to accept the relocation, by virtue of objections that they have raised as regards their personal circumstances and that the employer has accepted to be valid, unless the employer deems it possible to assign them other suitable activities, as a result of which the aforementioned objections do not apply.
7. Employees may be granted resignation during a maximum period of one year of performing the work assigned to them under this article, if this work does not appear to suit them. To this end no notice period is required.

Chapter 10 – Allowances for relocation and other allowances

Article 10.1 Allowances for relocation in the Netherlands

1. Relocation expenses cover the cost of refurbishment and reasonable expenses incurred for the transport of household effects.
2. Employees will receive a one-off relocation allowance if
   a. they relocate to within a 30-kilometre radius of the new work location within two years of taking up employment
   b. having been transferred to a new work location, they relocate to within a 30-kilometre radius of that new work location.
3. The allowance for refurbishment expenses are paid nett, with observance of the pertinent fiscal maximum. Tax and premiums are withheld from the sum paid in excess of the fiscal maximum. The allowance is:
   a. €2,400 for employees in or with the prospect of permanent employment
   b. €2,402 for employees with a fixed-term employment of two years or more that will continue to exist for at least one more year
4. The transport expenses are paid in full on the basis of a quote approved by the employer. The invoice for the transport needs to have been submitted to the employer within six months after relocation.
5. If a functional relocation obligation has been imposed, the allowance for refurbishment costs, in deviation from paragraph 3, shall amount to 12% of 12 times the salary at the time of relocation, with a minimum of €2,500 and a maximum of €6,000.
6. The employer may make further rules to implement this article, including rules on the selection and use of a relocation company.

Article 10.2 Repayment of relocation allowances

1. The allowance paid for refurbishment costs and transport costs must be refunded in full if
   a. Within one year of the move the employee relocates again to a place of residence outside the specified distance of 30 kilometre in article 10.1 paragraph 2
   b. There is a culpable dismissal within one year after the relocation
   c. Dismissal is requested within one year of relocation
2. The allowance paid for refurbishment costs and transport costs must be paid back in part if employment is terminated within two years of relocation. In that case the refund is reduced by 1/24th of the total sum for each calendar month that the employment has continued with the employee after relocation.
3. The allowance for refurbishment and transport costs does not have to be refunded if:
   a. Employment is terminated due to incapacity for work
   b. The employee, contiguous to the termination of the employment, takes up employment with another WVOI employer
   c. The employer terminates the employment due to no fault or act of the employee.
4. The employer may make further rules to implement this article.

Article 10.3 Allowances for temporary accommodation in the Netherlands

1. If in the employer's opinion a daily commute between the place of residence and work place is impossible in all fairness, an allowance is granted for the costs relating to a temporary stay within a 30-kilometre radius of the work place for the duration of a maximum of one year and to a maximum of €375 per month, upon presentation of documentary evidence by the employee.
2. Travel expenses to their permanent place of residence will be reimbursed by at least one roundtrip fare (based on 2nd class NS tariffs) per month, if the employee so requests.

Article 10.4 Revision of allowances and benefits

Granted allowances and benefits are revised if, no work is foreseen to be performed at the work place for two months, other than for the purpose of vacation.

10.5 Rules for other reimbursements and allowances

The employer shall make rules concerning payment or allowances for:

a. Travel and accommodation expenses incurred for business travel at the employer's behest
b. Necessary commuting fares within the Netherlands
c. Expenses incurred for the use of telecommunications devices
d. Expenses of a meals enjoyed in overtime at the employer's behest
e. Expenses of relocations to and from other countries
f. Expenses related to the printing of a dissertation
g. Other expenses considered necessary by the employer.

Chapter 11 – Disciplinary measures, suspension and non-active duty

Article 11.1 Disciplinary measures

1. The employer may impose a disciplinary measure on employees fail to perform their duty.
2. Failure to fulfil one's duties comprises both the violation of any instruction or an omission of what an employee in comparable circumstances ought or ought not to do.
3. The disciplinary measures, as referred to paragraph 1 that can be imposed are:
   a. A written reprimand
   b. A reduction of annual vacation-leave rights
   c. No increment increase
   d. Suspension
   e. Dismissal without notice
   f. Partial or full withholding of pay
   g. Demotion to a lower salary scale or salary step
4. The employer is obliged to give the employee the opportunity to express his view on the intention to impose a disciplinary measure before executing this measure.
5. A public-law employer can only impose a disciplinary measure for a violation of article 125 a, first paragraph, of the Public Service Act after advice has been obtained by the Advisory Committee Awb. The employer shall indicate with his decision to impose a disciplinary measure whether this was reached in conformity with the advice obtained.

Article 11.2 Suspension by operation of law

Employees are suspended from their position by operation of law, when by virtue of legal measures or based on the Special Admittance to Psychiatric Hospitals Act (*Wet Bijzondere Opnemingen in Psychiatrische Ziekenhuizen*) they have been deprived of their freedom, unless the deprivation of freedom is the result of a measure taken in the interest of public health.

Article 11.3 Non-active duty

1. The employer may place employees on non-active duty

a. if criminal proceedings have been instituted against them for a serious offence

b. if they have been informed by the employer of an intended disciplinary measure to unconditionally dismiss them him or if this measure has been imposed upon them

c. if the employer believes that its interests so dictate.

2. The decision leading to place an employee on non-duty specifies its start date and the circumstances that have occasioned this.

Article 11.4 Remuneration during suspension or non-activity

1. During suspension or non-active duty, one-third of the remuneration may be withheld. After six weeks another withholding, also for the full sum of the remuneration may take place. No withholding will take place if the employee has been placed on a non-active status or if:
   a. The employer's interest so dictate
   b. The employee is undergoing placement in a psychiatric institution or comparable institution
   c. The employee is in police custody as under article 57 of the Code of Criminal Procedure, provided that this is not followed by remand in custody.
2. The remuneration withheld may still be partially or fully paid to employee, if the suspension or non-active duty is not followed by an unconditional dismissal by way of disciplinary measure or dismissal on grounds of an irrevocable prison sentence for a serious offence. The income from work that the employee has been able to enjoyed since suspension or during non-active duty will be deducted from the remuneration unless this, in the employer's opinion, is unfair or unreasonable.
3. The non-deducted portion of the employee's remuneration may be paid to others.

4. If the employee has been suspended or placed on non-active duty during illness, remuneration is then understood to be remuneration as defined by the ZAOI.

Article 11.5 Further rules

The employer can make further rules to implement articles 11.1 through 11.4.

Chapter 12 – Provisions specific to researchers in training (OIOs)

Article 12.1 General provision

If provisions elsewhere in the CAO deviate from those in this chapter, this chapter prevails.

Article 12.2 Employment, nature and extent of the work

1. OIOs carry out research and publish the results of this research in a doctoral thesis or prototype design, a technological design or in one or more scientific productions.
2. Employment is fixed-term for a period of no more than four years and for the full working hours.
3. OIOs spend at least 90% of their working hours on research and on the training and supervision that they receive.
4. OIOs may be charged with other duties, including teaching, for no more than 10%.
5. OIOs cannot be charged with management duties.
6. If the employer considers this necessary the temporary employment may be extended by one year at most. Refer to articles 12.3 and 2.9, paragraph 1.
7. For part-time employment the extension of employment is proportionate.

Article 12.3 Provisions on extension for OIOs with an employment contract

1. The original fixed-term employment may be extended no more than two times.
2. These extensions may not exceed a period of twelve months.
3. Extended employments end by operation of law.
4. The employer may, at the OIO's request, extend the fixed-term employment for:
   a. The term of pregnancy or maternity leave taken
   b. The term of parental leave taken
   c. The prevailing arrangements on time management within the framework of membership of the works council (in accordance with article 18 of the Works Council Act) or for special leave granted for membership of the local consultation (in accordance with article 5.9)
   d. the term that the person involved has worked part-time (*pro rata*).
5. The request may be refused if completion of the project is no longer expected to occur.

Article 12.4 Remuneration of OIOs

1. OIO’s will be paid according to the OIO salary scale (appendix 1).
2. Upon commencement of employment the OIO is paid the salary assigned according to current salary scale OIO-1.
3. At the start of the OIOs employment the OIOs working experience may be taken into consideration when determining the salary, in departure from paragraph 2.
4. The OIO's salary is periodically increased to the next higher sum on the OIO salary scale. The first periodic increase is awarded as from the first day of the month in which one year has passed since employment and then after each year, regarding what is stated in paragraphs 5, 6 and 7.
5. The OIO's salary is periodically increased to the next higher sum on the OIO salary scale, unless the employer finds that the OIO does not function properly. In that case article 3.5, paragraph 3 is fully applicable (denial of periodic salary increase).
6. If temporary employment is entered into whether or not in the interim, the periodic scaling up to the next step will occur proportionately.
7. No more increments are granted once salary step 4 has been reached.
8. OIOs are not eligible for overtime pay.

Article 12.5 Training and supervision plan

1. The employer shall see to it that, after consultation with the OIO and in agreement with the relevant supervisors, a customized training and supervision plan is drawn up for each OIO and that this plan is adopted within three months of the OIO's employment.
2. If necessary, the training and supervision plan is adjusted from year to year.
3. The training and supervision plan specify, in any case,
   a. the knowledge and skills that need to be acquired and how this should take place
   b. the names of the OIO's supervisor and promotor
   c. the minimum number of hours of supervision per month
   d. that upon commencement of the doctoral research as well as during moments that are decisive for progress of the research, but at least once a year the OIO will meet with the supervisor to discuss the progress of the doctoral research.
4. With a view to training and the development of competences and career development a compulsory part of the annual planning and assessment interview will be to agree on the allocation of a maximum of ten days of vacation leave. The value of the ten leave days is described in a budget available to each OIO per OIO-year (year 1 through 4). The obligatory courses on offer are paid by the employer.

Article 12.6 OIO performance and evaluation procedure

1. One year after the OIO has taken up employed, a performance assessment shall take place, against the backdrop of the training and supervision plan and the objectives of employment.
2. The employer shall issue instructions with respect to the evaluation procedure and the criteria that are applied for the evaluation of OIOs.

Article 12.7 Dispute settlement

The employer shall lay down rules on the settlement of disputes that may occur between the OIO and persons and bodies involved in the training and supervision.

Chapter 13 – Other agreements between the parties to the CAO-OI

Article 13.1 Continuing employment after the AOW entitlement age

Employers may, in derogation of article 9.4, paragraph 3 (according to which employment ends when employees have reached the AOW entitlement age) and during the term of this CAO, conduct experiments on the employment of persons with an AOW entitlement for specifically circumscribed work as the occasion arises; in such cases evident operational interests must exist.

Article 13.2 Work experience placements

1. To persons with no or no more than two years of relevant work or research experience who are or threaten to become unemployed, or to persons who are employed but in a position that is unrelated to their education the employer may, if so requested by these persons, offer a work experience placement for a period of no more than one year.
2. Work experience placements are not regular positions and may not replace regular positions.
3. Persons in a work experience placement do not receive a salary for their work. However, their expenses may be covered on a declaration basis, if these expenses are related to the work experience placement. Expenses include travel fares to and from the location of the work experience placement.
4. The agreements reached with regard to the work experience placement, including the duration, number of hours, nature of the work and the expenses that may be reimbursed are laid down in a work experience placement contract.
5. The CAO and the internal rules pertaining to it do not apply to work experience placements, with the exception of this article, articles 1.6, paragraphs 5 through 8, article 1.6, paragraph 20, article 1.6, paragraph 21, and article 1.9.
6. If persons are unemployed and have an unemployment benefit or related benefit, permission from the benefits agency is required to qualify for a work experience placement.

Article 13.3 Review committee for research institute redeployment efforts

1. A joint committee has been established with representatives from the parties to the CAO negotiations to review the reorganisations that took place in 2012 and 2013. Employers have put cases that have not led to replacement to the review committee. The committee has reviewed the efforts made. In addition, the committee had the power to give authoritative advice on whether additional efforts need to be made.
2. The work done by the committee will be evaluated.

Article 13.4 Studies on Wwz and BWOI

1. The CAO will need to be amended in parts as a result of the introduction of Wwz. During the term of this CAO, the parties will apply the transitional law laid down in Wwz to study the implementation of the Act into the CAO.
2. Changes to the statutory social security system also affect the research institutes' non-statutory regulations. During the term of the CAO, the parties will also study BWOI, in any case in its relation to:
   a. The AOW entitlement age
   b. The third year of unemployment benefits
   c. The delayed accrual of unemployment benefits
   d. The transitional payments (Wwz) in relation to the extra-statutory schemes
   b. Before 1 October 2015, the parties shall reach agreement on the outcome of both studies. This agreement will be implemented into the collective labour agreement succeeding the CAO 2015.
3. Until 1 October 2015, article 21 of BWOI will be inoperative.

Chapter 14 – Transitional provisions and final provisions

Article 14.1 Schemes at the organisational and employer level

In the local consultation and in the negotiations with the COR, respectively, the existing schemes shall be amended to match the provisions of this CAO, where necessary.

Article 14.2 Current schemes under RWOO, ARAR or the Civil Code

As long as the organisation/employer has not made any further rules or further rules for the execution of the provisions in this CAO, the current schemes based on the Decree on the Legal Status of Personnel in Academic Education and Research (RWOO), the General Civil Service Regulation (ARAR) or Civil Code (BW) rules shall continue to apply, insofar as these are not at variance with the CAO.

Article 14.3 Entitlements to vacation leave

If an employee's entitlement to vacation hours on 31 December 1999 (including number of age-related hours) under the old schemes exceeds the provisions of article 5.1, paragraphs 1 and 2, this entitlement shall be frozen, until an entitlement to more vacation leave has been created under the scheme that came into force on 1 January 2000[8] and that can be found in the current article 5.1, paragraphs 1 and 2.

Article 14.4 Transitional ADV scheme

1. Employees who were employed by a WVOI-employer on 31 December 2003 and to whom old entitlements under the ADV-scheme that applied 1 August 1989 do not lose their entitlements. This applies in particular to employees who were able to convert ADV into fixed salary by increasing the percentage of employment.
2. On changing scope of the employment of employees to whom one of the transitional schemes applies, these employees can no longer make use of this transitional scheme, but are bound by the provisions of chapter 5.

Article 14.5 Transitional SROI scheme

Employees who were 59 years old or older on 1 June 2012 may make use or continue to apply the Seniority Scheme for Research Institutes (SROI 2007). The scheme allows the employees to decide how they wish to decrease their working hours once they have reached the age of 59. The SROI-2007 can be found in appendix 5.

Article 14.6 Transitional 60+ scheme

Employees who were applying the 60+ scheme (i.e. worked 30 minutes less per day) on 1 February 2012 do not lose their entitlement as long as their employment lasts.

[8] The number of vacation hours became 184 hours for everyone who entered employment.

Appendices 1 through 7

Appendix 1 – Tables of salaries

Salary scales for research institutes as of 1 January 2015

Euros	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	Euro's
1524	0																		1524
1558		0																	1558
1590	1		0																1590
1628		1	1	0															1628
1658	2			1															1658
1691	3	2	2		0														1691
1726	4			2															1726
1764	5	3	3		1														1764
1809	6	4		3		0													1809
1867		5	4		2	1													1867
1932		6	5	4															1932
1997		7	6	5	3	2													1997
2060			7	6	4		0												2060
2121			8	7	5	3	1												2121
2177			9	8	6	4													2177
2239				9	7	5	2												2239
2296				10	8	6													2296
2356					9	7	3	0											2356
2416					10	8	4												2416
2474						9	5	1		0									2474
2529						10	6												2529
2590							7	2	0	1									2590
2652							8												2652
2718							9	3	1	2									2718
2792							10	4											2792
2858								5	2	3									2858
2915								6											2915
2980								7	3	4									2980
3044								8											3044
3102								9	4	5									3102
3156								10											3156
3218									5	6									3218
3328									6	7	0								3328
3457									7	8	1								3457
3568									8	9	2								3568
3681										10	3								3681
3795										11	4								3795
3922										12	5								3922
4047											6	0							4047
4167											7	1							4167
4282											8	2							4282
4399											9	3							4399
4513											10	4							4513
4577											11								4577
4634												5	0						4634
4754												6	1						4754
4866												7	2	0					4866
4982												8	3	1					4982
5131												9	4	2					5131
5204												10							5204
5278													5	3	0				5278
5425													6	4	1				5425
5574													7	5	2				5574
5643													8						5643
5722														6	3	0			5722
5876														7	4	1			5876
6035														8	5	2			6035
6199														9	6	3	0		6199
6399															7	4	1		6399
6600															8	5	2		6600
6811															9	6	3	0	6811
7029																7	4	1	7029
7254																8	5	2	7254
7485																9	6	3	7485
7724																	7	4	7724
7971																	8	5	7971
8226																	9	6	8226
8488																		7	8488
8757																		8	8757
9040																		9	9040

Salary scales for research trainees (OIOs)

Scale	Euros as of 1 January 2015
Oio-1	2121
Oio-2	2474
Oio-3	2590
Oio-4	2718

Salary scales for those with an incapacity for work

% WML[9] 23 years and older	Euros as of 1 January 2015
100%	1.501,80
105%	1.576,89
110%	1.651,98
115%	1.727,07
120%	1.802,16

[9] Minimum Wage Act

Appendix 2 – Sample calculations

1. Sample calculations of the week-option vacation

Employment (in hours)	Actual working week	Vacation	Maximum number of hours to be taken
38 hours	40 hours	338 hours	208 hours
34.2 hours	36 hours	304.2 hours	187 hours
30.4 hours	32 hours	270.4 hours	166 hours
19 hours	20 hours	169 hours	104 hours

Application of the week-option: An employee who chooses an actual working week of 36 hours (each week four 9-hour working days or alternates one week four 8-hour days and the other week five 8-hour days) and 38 hours of employment, should annually write off 52 x 4 = 208 hours (i.e., the difference between 36 and 40 hours) of vacation-leave. On the other hand this employee only has to write off the actual hours he should work when he takes a week off (in this case 36 hours).

Principal rule for all calculations: On the basis of 338 vacation hours, the actual working hours and the size of employment should always be at a ratio 40/38.

Example 1: The employee has an employment/appointment size of 20 hours. Annual vacation-leave claim => 20/38 x 338 = 177.8 hours, if he works 20/38 x 40 = 21.05 hours a week. So if this person has an actual working week of only 20 hours, a correction is applied and 52 x 1.05 hours are deducted from the 177.8. His vacation-leave entitlement is therefore 124 hours (123.2 is rounded up in full hours).

Example 2: The employee has an employment/appointment size of 19 hours. Annual vacation-leave claim => 19/38 x 338 = 169 hours, if he works 19/38 x 40 = 20 hours a week. If this person actually works 20 hours a week, his vacation-leave entitlement is 169 hours and there will be no correction.

Example 3: The employee has an employment/appointment size of 32 hours. Annual vacation-leave claim => 32/38 x 338 = 284.6 hours, if he works 32/38 x 40 = 33.68 hours a week. If this person has an actual working week of 32 hours, a correction is applied and 52 x 1.68 hours are deducted from the 284.6. His vacation-leave entitlement becomes 198 hours (197.24 is rounded up to full hours).

Example 4: The employee has an employment/appointment size of 30.4 hours. Annual vacation-leave entitlement => 30.4/38 x 338 = 270.4 hours, if he works 30.4/38 x 40 = 32 hours a week. If this person has an actual working week of 32 hours his vacation-leave claim is 271 hours (270.4 is rounded up to full hours).

2. Sample calculations of the 40/40 scheme

Main rule for the application of the 40/40 scheme: Vacation leave is accrued over the actual working hours. For a full-time employment 338 vacation hours are accrued. If the 40/40 scheme is applied 338 holidays are still accrued. Some (104 vacation hours) of these vacation hours are exchanged for the allowance and the employee works an additional 104 hours.

Example: The employee who works 40 hours a week with an allowance equivalent to 104 holiday hours and who enjoys 20 hours of parental leave during a full working week (40 hours) accrues vacation leave for 6/12 x 20/40 x 338 = 149.5 vacation hours.

Appendix 3 – Customized conditions of employment (AVOM)

Preliminary note

The AVOM scheme affords employees the opportunity, within the possibilities of an efficient and effective conduct of business (refer to article 8), to make choices with respect to the composition of their terms of employment package. Participation in the system is on a voluntary basis. Those satisfied with the composition of the standard package may leave the composition as it is.

1. Definitions

Resource:	the terms of employment that are used;
Objects:	the terms of employment that are acquired;
Remuneration:	refer to article 1.1, definition 7 of the CAO-OI;
Salary:	refer to article 1.1, definition 20 of the CAO-OI;
Salary per hour:	refer to article 1.1 definition 22 of the CAO-OI.

2. Who can participate and to what extent?

Each employee may participate in the AVOM scheme, unless if the AVOM option has been chosen the remaining employment time is shorter than 6 months and there is no prospect to extension. This condition does not apply if vacation leave hours are used as a source for the objective of money.
The AVOM option can be made once a year. At a local level, the employer may deviate from this in the employee's favour.
For those not in full-time employment, the number of hours to be deployed is calculated in proportion to the agreed working hours (to be multiplied by the size of the appointment for part-timers; extent, to be multiplied by the agreed percentages of attendance for participants in SROI and parental leave).

3. The resources

Under AVOM there are two resources:

Resource 1:	hours of vacation leave;
Resource 2:	gross salary

3.1. Resource 1: hours of vacation leave

The contribution of hours of vacation leave occurs on grounds of a written arrangement. Hours of vacation leave can be turned in with a minimum of sixteen and a maximum of 120 hours per year. The remaining balance over one year with full-time employment should amount to at least 160 hours of vacation. For those that are not active for the full duration of work the minimum and maximum number of hours that can be turned in as well as the remaining balance on vacation-leave hours is calculated in proportion to the number of working hours agreed upon.
With regard to the maximum number of vacation hours that can be used, an exception is made for NIOZ in 2015 and 2016: the number of vacation hours that can be turned in under AVOM will be 80 for these two years. As of 1 January 2017, the rule that a maximum of 120 hours may be used also applies to employees of NIOZ.
The hours-of-vacation-leave resource cannot be used for the object reduction of commuting or for the union fees.
Employees who can prove that they make use of regular child-care can request payment of sixteen extra holiday-leave hours.

3.2 Resource 2: gross salary

The turning-in of gross salary shall be on grounds of a written arrangement on the reduction of the gross monthly salary by a fixed sum.

The employee has the following options:
- A reduction during a period of one or twelve months starting in the month where the AVOM option commences. If the start date holds consequences for pension or social security another start-date is possible.
- A reduction of the gross salary in the month that the vacation-leave money is paid.
- If the turning in of gross salary is for the purchase of study-costs objects (refer to paragraph 4.4) the period can also be 24 or 36 months starting in the month where the AVOM option commences, or the reduction can take place in the months of May or December of the two or three consecutive years.
- If turning-in gross salary is for the object of commuting, this option may, if the employee indicates their preference for this, be continued for a number of years. The reduction takes place starting in the month in which the AVOM-option commences and terminates when the grounds for this object cease to exist or the employee indicates that they no longer wish to exercise this option.

The following conditions are attached to the options:
- The period cannot extend beyond the end date of employment.
- The sum of the remaining monthly gross salary and allowances after reduction may not amount to less than the statutory minimum wage.
- Agreement to reduce the gross salary leads to a lower vacation-leave pay, but this agreement may not lead to holiday pay lower than the minimum sum holiday pay.
- The turning-in of the resource gross salary for the object of commuting expenses is only possible if the reduction in each month is fixed.

4. The objects

Under AVOM, the following objects exist:
Object 1: Hours of vacation leave
Object 2: Money
Object 3: Reduction of travel expenses from residence to work/bicycle scheme
Object 4: Reduction of the employee contribution to study costs
Object 5: Trade union membership fees
Object 6: Life-course savings scheme

4.1 Object 1: Hours of vacation leave

The maximum number of available hours of vacation leave is eighty hours a year (for part-timers: in proportion to their employment). The hours of vacation leave are added to the leave balance without discernment as to their origin. The regular rules for taking leave (prescription, consultation with management) apply.

4.2 Object 2: Money

The maximum amount of vacation leave hours to be paid out is 120 hours per year (for part-timers: in proportion to their employment). For NIOZ the maximum number of vacation hours that will be paid in 2015 and 2016 is 80. (Refer to section 3.1 of this Appendix). The possibility of a further increase to a maximum of 178 hours will be decided in consultation with the competent works council before 1 January of each year. Such a decision may be made for groups of employees or for an integral part of the organisation. The resulting sum will be paid out with the gross salary for the month in which the AVOM choice begins.
Those in positions in scale 16, 17 and 18 may sell leave hours up to a maximum of two hundred hours. An opportunity to sell more hours will also be created for those in scale 15, with the proviso that the payment of a maximum of two hundred hours of vacation leave is decided on before 1 January of each year with the approval of the competent works council. The following limiting conditions apply to all employees who may sell a maximum of two hundred leave hours:
- Selling more than 120 hours will only be considered within the framework of solving the problem of great build-ups of accumulated leave.

- Selling more than 120 hours (per person, per calendar year) requires the consent of two parties (employee and management).
- Actual participation in the extended AVOM will only take place if it is in line with the current government guidelines for top incomes.

Employees who can prove that they use regular child care for their children may have sixteen extra leave hours paid out within AVOM.

4.3 Object 3: Reducing commuting expenses & a bicycle

This AVOM object offers employee two possibilities:

4.3.1 An increase of the tax-free allowance for commuting expenses.

Employees who are partially or entirely accountable for the costs of travel from home to work and v.v., can, within the prevalent taxable boundaries, increase the tax-free payment for travel from home to work and vice versa by a sum comparable to the difference between the tax-exempted payment for travel from home to work and vice versa and any allowances received by the employer for the costs thereof. The amount of the tax-exempted sum depends on the number of travel days and the distance between home and work. This object is limited to the one-way travelling distance from home to work, measured with the ANWB route planner (fastest route), the minimum for payment of this entitlement fixed at €5 a month. In the event of long-term illness, this is terminated on the first day of the month following the month in which the employee reported ill.

4.3.2 A bicycle

Employees who chose this objects have freedom of choice, subject to certain conditions, with regard to the bicycle they wish to purchase.

In consultation with the competent works council, the employer determines the conditions that this object should meet:

- The terms within which a bicycle may be purchased
- The definition of *bicycle*
- The amount of the sum that will be reimbursed for this purpose
- The accessories and/or insurance included in this amount
- The administrative handling of the transfer of ownership

4.4 Object 4: Reduction of employee contributions towards study costs

The costs of the studies that the employees wish to follow to enhance their employability within their own organisation or elsewhere are not always fully paid by the employer (article 6.2). This object gives the employee the opportunity to reduce that part of the costs that is not paid by the employer under this CAO with gross salary or the monetary value of a number of hours of vacation leave. The only restriction that applies to this object is that on an annual basis at least 160 hours of vacation leave should remain and that there is no maximum turning-in of 120 hours.

4.5 Object 5: Trade union membership fees

The employee who is a member of a trade union may allocate gross salary to trade union membership fees, in which case the employee himself must make the payment. If this object is chosen, relevant proof thereof needs to be submitted annually.

4.6 Object 6: life-course savings

The life-course savings scheme only continues to apply to employees whose life-course savings credit was at least €3000 on 31 December 2011. These employees may continue to deposit a maximum of 12% of the gross annual salary into the life-course savings scheme. The resources for this object are hours of vacation leave and/or salary. For employees participating in the scheme, the total deposit may in no case exceed 210% of their gross income for that year. The criteria for the taking of leave are equal to the criteria laid down in this CAO for the purpose for which the leave is taken. If the employer agrees to the employee taking the leave, the employee may receive income from their life-course saving during their unpaid leave. The

credit has to have been withdrawn before 1 January 2022. Refer to appendix 6 for the life-course savings scheme.

5. From resource to object

5.1 Value date

The valuation of the resources turned-in and objects takes place in the month in which the AVOM option takes effect. Settlement of resources and objects takes place against this value. A modification in the remuneration after the month in which the AVOM option takes effect does not lead to correction of the settlement.

5.2 Value and costs of an hour of vacation leave

To determine the monetary value of an hour of vacation leave, the payment that applies in the month in which the AVOM option takes effect is taken as the starting-point. This is reduced for those who are not working in employment to payment such as would apply in the case of full-time employment. Turning in hours of vacation leave yields 1/165 part of this reduced remuneration. Acquiring hours of vacation leave costs 1/165 part of the reduced remuneration.

5.3 Allocation of gross salary

An arrangement on the reduction of the gross salary leads to a lower vacation-leave pay and end-of-year bonus. In offsetting the gross salary deployed with the purchasable objects, the value of the resources deployed is, if necessary, fixed at the gross salary deployed, increased by 16.33% (this being 8% holiday pay and 8.33% end-of-year bonus).

From resource		**To object**
hours of vacation leave	→ hourly value →	money
hours of vacation leave	→ hourly value →	bicycle
hours of vacation leave	→ hourly value →	study costs
gross salary	→ multiplied by 1.1633 →	commuting expenses
gross salary	→ multiplied by 1.1633 →	bicycle
gross salary	→ multiplied by 1.1633 →	study costs
gross salary	→ multiplied by 1.1633 →	trade union fees
gross salary	→ multiplied by 1.1633 →	life-course savings scheme[10]

6. Consequences of reducing the gross salary

Participation in AVOM has no effect on the amount of the allowances as mentioned in the articles 3.8 and 3.10 of this CAO, nor on the payment of overtime and leave hours. Reduction of the gross salary does have an effect on the contributions due to social insurances as well as on the claims on these social insurances.
Reduction of the gross salary does not lead to a change in the pensionable income, nor to a change in FPU and pension entitlements (survivor's pension, ABP Invalidity Pension and old-age pension) and their contributions.

7 The AVOM application procedure

7.1 Information

At the employee's request, the employer will supply detailed information on:
- The options
- Tax and other limiting conditions
- Consequences of the AVOM option as regards social insurance schemes etc., accompanied by sample calculations

[10] Refer to section 4.6 of this appendix.

7.2 How to submit an application

Employees to whom the scheme is available (paragraph 2) can make their choice known by submitting a signed AVOM application form. Depending on the objects chosen, employees shall attach to the application form the required appendices and the statement that they have taken cognisance of the potential consequences of a reduction of gross salary. The employer shall supply written information on taxation and other consequences of the options, including the time frame within which the application has to be submitted. If they so wish, employees may request more detailed information from the personnel department on the consequences of their choice.

8. Criteria for the granting of the application

The employer shall observe the following criteria in handling the AVOM application:

a. The 'time-for-time' and 'money-for-money' options are always granted.

b. The 'time-for-money' and 'money-for-time' options are granted, unless

- the option is incompatible with the working hours scheme made with the works council and/or with existing arrangements concerning staffing, availability and continuity within the department/organization
- there are serious financial impediments.

If there are serious financial impediments, the employer shall consult with the works council to seek a solution for those cases in which 'time-for-money' options have been categorically rejected for financial reasons. To employees whose application has been rejected, the employer's current objection and appeal procedures apply. Employees whose application has been rejected may exercise another choice. The employer arranges the manner in which the AVOM application is further handled.

9. Interim revision

A choice once exercised can only be revised in exceptional situations to be decided by the employer.

10. Suspension of participation

Participation in the AVOM scheme can be suspended until such a time and insofar as the accrual of hours of vacation leave is arrested in connection with incapacity for work. The arrangement can be adjusted in the interim also in exceptional situations to be decided by the employer. The starting-point for the adjusted arrangement is that the financial obligations arising from the original arrangement are fully performed by the employee. The employer may deviate from this starting-point, on grounds of the hardship clause (article 1.17).

11. Termination

When it has become certain that the employment will be terminated during the agreed term of the arrangement, an adjusted arrangement will be made to suit the changed circumstances. Upon termination of the employment the remaining obligations will be offset against the net salary.

12. Final provisions

The fiscal consequences and social insurance schemes ensuing from participation in the AVOM scheme shall be borne entirely by the participating employee and are not compensated by the employer. The hardship clause (article 1.17) applies.

Appendix 4 – Consultation protocol WVOI - Employee Organisations as of 1 October 2003

- **TRADE UNION AND WORKS COUNCIL RESOURCES**
- **THE LEGAL PROTECTION OF LO MEMBERS**
- **ARTICLE 4.5 WHW**
- **MINISTRY OF EDUCATION, CULTURE AND SCIENCE RESOURCES**

Considering
- that in case of decentralisation of the employment policy in 1999 the employment policy consultation was at the level of WVOI, leaving the existing employment policy consultation at organisational and employer level unaltered
- that afterwards the role of the consultation with employers organisations on organisational level was done in favour of consultation at the level of WVOI
- that it is advisable to reach new agreements on the contents of the consultations with various consultation tables about employment policy and qualifications

the parties, the Employers' Organisation Research Institutes on the one hand and the employee organisations: ABVAKABO *FNV*, AC/FBZ, VAWO/CMHF and CNV Overheid, part of CNV Connectief on the other hand, agree as follows:

Article 1 Definitions

1. Consultation at the level of WVOI: The consultation of the WVOI and the abovementioned employee organisations.
2. Consultation on the organisational level: Consultation of individual organisations with the abovementioned Employee organisations, during the Local Consultation (LO).
3. Consultation at the employer's level: Consultation of individual employers with the (C)OR.
4. Organisation: The organisation as referred to in article 1.1, definition 8, of the CAO Research Institutes.
5. Employer: The legal person as referred to in article 1.1, definition 18 of the CAO Research Institutes.
6. WHW: Law on Higher Education and Scientific Research.
7. CAO-OI: Collective Labour Agreement for the Research Institutes.

Article 2 Principles and term

1. Consultation between institutes and employee organisations takes place in compliance with what is stipulated by or by virtue of Chapter 4 of WHW.
2. Consultation between employers and the (C)OR takes place in compliance with what is stipulated by the WOR and other legal regulations, and also the WVOI or institutes have agreed with employer organisations on consultation authority by virtue of this protocol.
3. This protocol is agreed for an indefinite period of time. Interim changes are possible with the consent of parties to the CAO. In observance of a termination period of three months, termination is possible for the date on which the current CAO-OI ends. If this agreement is terminated by one of the parties, an open and reasonable consultation will take place about the contents of a new agreement.

Article 3 Relationship with the CAO-OI

This protocol is part of the CAO-OI.

Article 4 Consultation at the level of WVOI

1. Consultation at the level of WVOI shall concern matters of general interest for the special legal position of personnel as referred to in article 4.5 WHW, insofar as the subjects are not reserved for consultation at a higher level in pursuance of statutory arrangements or, in pursuance of this agreement, for consultation at the organisational level.
2. During consultation at the level of WVOI it can be agreed that arrangements or more precise arrangements for employees' legal status are carried out in consultation at the organisational or employer level.
3. Consultation at the level of WVOI takes place at the request of WVOI, or at the request of one or more employee organisations.

Article 5 Consultation at the organisational level

1. The consultation at the organisational level concerns
   a. general daily routine of the organisations
   b. determination of a Social Policy Framework and of social plans
   c. regulations with, according to the CAO-OI, consultation at the organisational level
   d. allocation of local employment policy funds.
2. In consultation at the organisational level it can be agreed to consult at the employer level for subjects as mentioned in article 5, paragraph 1, unless expressly agreed during consultation at the level of WVOI that a subject can only be discussed at the organisational level.
3. Consultation at the organisation level takes place at the request of the executive board of said organisation, or on request of one or more employee organisations and takes place at least twice a year.

Article 6 Decision process

Proposed decisions about matters mentioned in articles 4 and 5 are not enforced until a majority of the employee organisations agree, in as far as they concern:

a. Adoption, amendment or cancellation of a regulation with right and/or obligations of (groups of) employees.
b. Allocation of local employment policy funds.

Article 7 Disputes

1. Disputes between parties consulting at the level of WVOI and disputes between organisations and employee organisations consulting at the organisational level, can, by any individual party at the consultation table, and as long as it concerns participation, nature, contents and/or organisation of the consultation, be put before a dispute committee, instituted by CAO-parties.
2. Disputes between parties consulting at the organisation level are only put before an arbitration committee after consultation at the level of WVOI.
3. The arbitration committee consists of three persons. The chairman is appointed by the WVOI and the employer organisations collectively. One of the other members is appointed by the WVOI. The third member is appointed by the collective employee organisations.
4. An advice of the arbitration committee is binding if parties, prior to the dispute, have agreed to consider the advice binding.
5. The arbitration committee will give its advice no later than two months after the dispute has been put.
6. This dispute regulation does not apply to disputes between employer(s) and individual employees or groups of employees about clarification, application or observance of the CAO.

Article 8 Content of the consultation at the employer level

1. Without prejudice to all that is determined by of by virtue of the WOR and other legal regulations, consultation at the employer level involves matters on which it has been agreed in consultation at the WVOI or institute level that they are subject to consultation at the employer level.

2. If consultation at employer level concerns proposals concerning allocation of terms of employment funds, or a planned decision to adopt, change or revoke a regulation containing rights and/or obligations of (groups of) employees, the employer requires consent from the (C)OR as stated in article 27 WOR.
3. In the event of disputes between the employer and COR on a matter as referred to in the first paragraph the dispute regulation of the WOR is fully applicable.

Supplement to appendix 4

Trade union and works council resources

The employer shall grant to the Institutes facilities which they in all reasonableness need to carry out activities within the organisations. Facilities are amongst other things understood to be 'the free use of rooms for member meetings' and 'allowing members much as possible to attend these meetings'; furthermore the use of photocopying facilities, notice boards and internal mail.
Arrangements as to facilities for works councils will be made at the employer level.

Legal protection of lo members

The employer shall ensure that the position, legal or otherwise, in the of members and former members of the local consultation is not adversely affected by their membership.

Article 4.5 WHW

1. In observance of rules made by or by virtue of the Order in Council referred to in the second and third paragraphs, the management of a public organisation shall make rules for and protect the legal position of its personnel and the management of a private organisation will make provisions for its personnel's legal status.
2. By an Order in Council or by or by virtue of an Order in Council rules may be made relating to
   a. salary scales and guidelines for job level matrices designed by the organisation's management, or;
   b. rights and obligations of the personnel and the organisation's management in the event illness, childbirth, pregnancy, incapacity for work and termination of employment, insofar as they exceed the rights and obligations laid down by law, or the conditions according to which the organisation's management itself implements these rights and obligations or sees to the implementation thereof.
3. Regulations can be determined by Order in Council relating to general duration of work.
4. Arrangements on the legal position as referred to in the first paragraph also include the determination of provisions relating to appointment, suspension, disciplinary measures and dismissal of personnel. The provisions concerning dismissal may not provide personnel or the public organisations any less rights than for employees with a labour agreement resulting from the provisions of mandatory law in the seventh title A of Book 7A of the Civil Code.
5. Consultation on the arrangements referred to in the first and fourth paragraph, as well as about on matters of public interest for the special legal position of the personnel of the relevant organisation, save for the provision in article 10.22 first paragraph, and article 12.14, third paragraph, shall be carried out in accordance with a written agreement by or on behalf of the organisation's management with the appropriate employee organisation for public service and teaching personnel. If a dispute arises on participation in consultation, as referred to in the previous sentence, or if a dispute arises on the nature, content and organisation of the negotiation, the parties involved will bring the dispute before an arbitration committee. This arbitration committee consists of three persons, who are appointed by the joint parties. The decisions of the arbitration committee are binding.

Ministry of Education, Culture and Science resources

1. After they have been added to the lump sum of the institutes, the resources currently allocated by the Ministry of Education, Culture and Science to employee organisations will continue to be available to the employee organisations.
2. Indexation of the sum to be paid to the employee organisations is in accordance with Statistics Netherlands'(CBS) derived consumer price index of the previous year.
3. The institutes shall transfer their contributions directly to 'the foundation for institutes collaborating within the central consultation body for personnel affairs for academic and scientific education SSCC' (*Stichting Samenwerkende Centrales in het Centraal Overlegorgaan Personeelszaken Wetenschappelijk Onderwijs*) no later than 1 July of each year.
4. The SSCC shall annually submit an auditor's report to WVOI.
5. This regulation takes effect on 1 January 2007 and is tacitly renewed as long as the Decentralisation Terms of Employment for Research Institutes Agreement of 1 June 1999 remains effective.
6. After they have been added to the lump sum of the institutes, the resources for labour market policy for the Research Institutes Sector currently allocated by the Ministry of Education, Culture and Science remain available to the social fund for the knowledge sector SoFoKleS.

Appendix 5 – Research Institutes Seniority Scheme (SROI)

1. Introduction

On 1 February 2012, the Research Institutes Seniority Scheme (*Seniorenregeling Onderzoekinstellingen (SROI-2007)*) was abolished. The scheme only applies to employees to whom the transitional legislation on the seniority scheme as included article 14.5 applies.

2. Substance of the SROI-2007

Seniority-leave days

Employees who were 59 years old or older on 1 June 2012 may, from the age of 59, reduce their actual working hours per week, in principle until they reach the age of 65. To this end the employer shall allocate a maximum of 156 days. For part-time employees the number of days applies in proportion to the extent of their employment. These seniority-leave days can only be used within the framework of the seniority scheme. Of the gross salary 85 % will continue to be paid for a seniority day under this scheme.

Percentage of the reduction of working hours

Seniority-leave days can only be taken in the week-option (appendix 2), and the employee has to be present at least 50% of working hours at the time of participation, except if pressing operational interests dictate otherwise.

Applying the FPU-scheme

The employee maintains the right to take voluntary FPU while making use of the SROI-2007. However, participants in SROI-2007 who are still entitled to an FPU-allowance of 100% are obliged to use this allowance for the percentage of working hours for which the SROI-2007 is used.

Agreement on participation

The consequences of taking part in the SROI-2007 as stated under 3 take effect when the employee starts withdrawing from his deposit of seniority days and thus effectuates participation. Participation in scheme is by agreement and may be initiated both the employee and employer. Participation in the seniority scheme or the employee's choice to reduce working hours and its actual realisation can only be refused if there are pressing operational interests.

3. Consequences for other terms of employment/entitlements

1. The taking of seniority days qualifies as special leave with partial (85%) remuneration for that time. The employer shall see to it that the premiums, for the employer and employee's share are paid to the ABP Pension Fund for the original employment.
2. All financial entitlements to remuneration shall continue to be calculated on the basis of the remuneration that the employee would have received if he had not made use of the scheme. This means that matters such as pension entitlements, holiday pay and year-end bonus are unaffected by participation in SROI-2007.
3. The SROI-2007 participant maintains a basic leave entitlement of 338 hours of vacation leave.[11] The 60+ scheme (half an hour less work per day) must be terminated as from the moment of participation in SROI-2007.
4. Notwithstanding the existing Scheme/Code of Conduct for Ancillary activities at the level of the organisation level, all new income that employee acquires from work in addition to his reduced employment in connection with this scheme will be deducted from his remuneration, to the maximum remuneration paid over the seniority day (= 85%).

[11] The size of the employment upon commencement of SROI-2007 determines the leave entitlement.

Therefore one is still entitled to the remuneration that is allied to the extent of the employment minus the seniority days.

5. If the employee fails to use the available seniority days in full in the framework of this SROI-2007 or opts not to make use of this scheme at all, he cannot lay claim to seniority days in any other way. No payment shall take place in any case.
6. For illness on a seniority day no compensation shall be given. Claims during illness and disability shall be based on the remuneration (85%) in pursuance of this SROI-2007.

4. Limiting conditions

1. Prior to his participation in this scheme, the employee must have at least five consecutive ABP years of service and have been employed for at least five years at one of the WVOI organisations, including the participating civil-law employers, whereby ABP regulations are decisive.
2. The employee who was 59 years old or older on 1 June 2012 may enter into this scheme at any given moment, on the understanding that the rules specified in this scheme remain fully applicable.
3. Once the scheme SROI-2007 is used, extension of working hours or a return to full-time employment is not possible.
4. No entitlement to unemployment benefit is created for the extent of the reduction in working hours as a result of using SROI-2007.

5. Procedure

1. The employee who wishes to participate in this scheme must inform employer of this in writing at least two months before the desired commencement date.
2. Subsequently an agreement shall be effected with the relevant employee, in which the arrangements concerning the working hours reduction time are recorded. Arrangements on the activity-related developments in the position shall also be recorded herein. Arrangements can also be focused on gradual reduction of the final responsibility, to a point where other functions are emphasised. If necessary, arrangements are also made for training, if both parties have agreed to a change in function.
3. The aforementioned agreement can only be changed if substantiated by serious reasons and with the approval of both parties.

6. Hardship clause seniority scheme

In special cases, the provisions in this agreement may be departed from in favour of the employee, if in the employer’s opinion this arrangement does not provide for the special circumstances of the individual case.

Appendix 6 – Life-course savings scheme

1. The life-course savings scheme only continues to apply to employees whose life-course savings credit was at least €3000 on 31 December 2011. These employees may continue to pay into the scheme. The credit has to have been withdrawn before 1 January 2022.
2. Life-course leave constitutes long-term special leave (article 5.7) without remuneration, whereby the employee provides in their income by drawing on savings made in the life-course savings scheme.
3. For the term of leave, payment of salary, any allowances, reimbursement of travel expenses, any other reimbursement of expenses and benefits stop (in proportion to the size of the leave), as does the accrual of hours of vacation leave, vacation pay and year-end bonus.
4. After one year from commencement of the employment, employees may take leave paid for by the life-course savings scheme with the exception of long-term care leave, short-term care leave and parental leave without pay.
5. A request for long-term leave without pay has to be submitted to the employer in writing at least three months in advance. This time limit does not apply if the leave is used for care purposes or if the commencement of the leave could not reasonably have been foreseen. Employee shall notify the employer of their intention to take parental leave at least two months prior to the desired commencement of the leave.
6. If the term of leave exceeds a full-time period of three months, the employee's incremental date is postponed by the number of full months by which the leave exceeds three months.
7. If the leave-taker falls ill during leave, the leave continues for a period of six weeks and the employee continues to receive his life-course savings scheme withdrawal as income. If the illness continues, the life-course leave will terminate six weeks after the first sick day.
8. Employees shall pay pension premiums for the maximum term of one year of life-course leave. The pension premium is based on the life-course leave payment received. The premium is paid by the employer and fully recovered from the employee. The obligation to pay pension premiums ends after one year. The employee is then free to agree on pension contributions with the Pension Fund Organisation to continue the pension accrual. With regard to part-time leave without pay, the sectoral agreements apply.
9. If the term of leave without pay does not exceed the limit of eighteen months, the employee does not suffer any disadvantage in terms of social security for taking the leave (in accordance with the Act of 11 June 1998).
10. When the life-course leave has ended employees return to their former position, unless the leave lasts longer than six months or if other arrangements have been made prior to the life-course leave.
11. If a reorganisation takes place while an employee is taking life-course leave and this reorganisation involves the employee's position, the employee shall receive the same treatment as the other employees involved in the reorganisation.
12. Employees save up life-course scheme credit by participating in the object life-course in AVOM. Refer to appendix 3 in section 4.6.
13. In individual cases, the employer may deviate from the life-course savings scheme in the CAO in favour of the employee.
14. Participation in the life-course savings scheme ends:
    1. Upon the participant's decease
    2. Upon termination of employment
    3. If the employee ends participation in the life-course savings scheme.

Appendix 7 – Telecommuting scheme

Article 1

In this scheme the following definitions apply:

a. Telecommuting: carrying out activities in the employee's residence whereby information and telecommunications technology are used;
b. Residence: the place where the employee lives as evidenced by statements from the municipal personal records database.

Article 2

In this scheme the person involved is the employee who on a voluntary basis telecommutes on one or more working days.

Article 3

1. Employees who of their own volition wishes to telecommute on one or more days a week can submit an application to this effect.
2. An application may be approved if it benefits the organisation's interests.

Article 4

1. The telecommuting arrangements made with the person involved shall be laid down in writing.
2. The arrangements, referred to in the first paragraph, shall in any case pertain to:
   a. The requirements resulting from the provision in or by virtue of de Working Conditions Act
   b. The availability of the person involved
   c. The manner of feedback with the organisation
   d. The work to be performed
   e. Telecommuting facilities provided to the person involved
   f. The manner in which the telecommuting facilities are supplied
   g. The period during which the person involved telecommutes
   h. The number of days per week and the days the person involved telecommutes
   i. The manner of and the grounds for terminating telecommuting
   j. The consequences that termination of telecommuting holds for the telecommuting facilities provided
   k. Data security
   l. Aspects of privacy

Article 5

The telecommuting facilities referred to in article 4, second paragraph, point e, may consist of

a. a computer and necessary accessory devices
b. refurbishment of the working room
c. a fax machine
d. a mobile telephone
e. the installation of an additional telephone line
f. payment of all work-related telephone costs
g. payment of all work-related Internet costs
h. payment for the use of the private accommodation for work.

Article 6

1. The telecommuting facilities referred to in article 5, can be put at the disposal of the person involved by the competent authority, who will also pay for this insofar as these are necessary for the involved party to enable work.

2. If the private computer and necessary accessory devices are used for telecommuting, the person involved can be granted an allowance to the amount of €22.69 per month. The employer may reduce this payment if, for example, the person involved telecommutes infrequently or if the employer has already received a contribution in the purchase costs of the computer.

Article 7

This scheme takes effect on 1 June 2001.

Explanatory notes to the Telecommuting Scheme

This scheme makes provision for the legal aspects of telecommuting. In any case, the following elements will be discussed:

- The appropriate definitions.
- The manner in which arrangements between the telecommuter and employer are made and laid down, including arrangements on refurbishment of the workplace, the computer device, data (telephone, modem), manner of feedback with the organisation (work meetings, work arrangements, job assessment interview, and number of telecommuting days).
- The reimbursement of the cost involved in the arrangements mentioned above (refurbishment costs, the price of the devices, data connection costs, costs for use of private room).

The nature of the scheme has nothing to do with the desirability in terms of policy or the application of telecommuting within the research institutes. Whether the employee will telecommute is a matter for management and employees themselves, and will depend on different factors. Thus, the scheme does not deal with the whys and wherefores of telecommuting and therefore will not unnecessarily restrict the freedom of the involved parties to make arrangements on the introduction of telecommuting. The scheme does, however, create more clarity on the legal aspects telecommuting and to that end removes the obstacles to this method of work where the involved parties deem this desirable, insofar as these obstacles are due to lack of clarity as to these legal aspects.
Telecommuting is about carrying out activities for the organisation in or from the employee's home. The application of this method of work may or may not be linked to the work that is performed. By definition, telecommuting is on a basis for all the parties involved. In quantitative terms telecommuting, may involve any amount of time, from couple of incidental hours to one or more fixed days or even everyday work at home.

Due to its voluntary nature in the employer and employee's joint interest an agreement on telecommuting is made. Telecommuting is neither a right, nor an obligation. This is important for the content of the framework within which this form of telecommuting takes place. For example, it is not reasonable to include mandatory regulations on facilities or allowances. The scheme merely sketches the employer's options. The extent of the telecommuting facilities is not coupled to the opportunities that the tax legislation offers to provide free telecommuting facilities free of tax. However, these may be taken.

This scheme was not conceived to introduce telecommuting in all research institutes. Agreement on the incorporation of telecommuting can best be reached at the decentralised level because this is the best place to consider whether telecommuting is desirable or possible. The scheme provides the parties involved who are considering this use or this form of work with a clear framework with respect to the legal considerations. Within this framework, more specific arrangements may be agreed upon at the decentralised level in agreement with the works councils.

Article-by-article discussion

Article 3

Employees who wish to telecommute can submit an application to this effect. The employer will subsequently have to consider if the organisation will benefit from this. To that end it will have to take the following into consideration:

- The financial consequences of telecommuting for the employer
- The effects of telecommuting on the quality and quantity of the work delivered.
- The influence of telecommuting on the staff motivation
- The influence of telecommuting on the continuity of the organisation
- The question whether the function is suited to telecommuting
- The personal traits of the person involved
- The home situation of the person involved
- Privacy and security aspects.

Article 4

Written arrangements will be made with persons who at their own request have been allowed to telecommute, pertaining to the conditions in which telecommuting takes place.

The arrangements as regards the requirements of working conditions (Arbo) legislation consist of the following. The employer has the obligation to make sure that the telecommuter's workplace of the telecommuter meets Arbo requirements and that the employee involved also works at home in compliance with the current Arbo-regulations. To that end the employer cannot continuously supervise the telecommuting place. Adequate information to the employee is therefore needed. In addition, the person involved must explicitly declare that the workplace meets Arbo standards and that the work will be performed in compliance with the current Arbo regulations.

Furthermore, the person involved must agree to inspection of the workplace by or on behalf of the employer, subject to the timely announcement of such inspections. In formulating the general Arbo policy, the employer shall pay attention to telecommuting as well as to the experience which has been gained along the way. Arbo policy is a matter of co-participation.

Specific provisions for working from the home -for example, on facilities, benefits, registration of relevant data and the reporting of accidents- have been laid down in the Working Conditions Decree (*Arbeidsomstandighedenbesluit*). In addition the arrangements see to

- telecommuting facilities and the manner in which these are provided to the party involved
- concrete working arrangements such as availability, the manner of feedback to colleagues/management, the number of telecommuting days per week, work to be performed
- the termination of telecommuting and the consequences of termination for the telecommuting facilities provided to the person involved.

Article 5

This article lists the telecommuting facilities that the competent authority may provide to the person involved. The facilities are goods (computer, workroom refurbishment, fax machine, mobile telephone) and payments (telephone costs, Internet costs, accommodation).The employer shall determine whether the facilities are offered, made available or reimbursed. The provision of a telecommuting facility means that the facility becomes the property of the employee. Making a facility available means that the facility is given on loan to the employee and remains the employer's property. Reimbursement means that the employee will be paid a sum of money for telecommuting facilities. Tax legislation provides that if certain conditions are met telecommuting facilities can be provided, made available or reimbursed free of tax to a certain tax-free maximum. This may be taken into consideration when providing telecommuting facilities.

Article 6

The employer is not obliged to provide telecommuting facilities, and the person involved and the employer should make further arrangements. They can also arrange that the person involved provides the telecommuting facilities. Before telecommuting facilities can be provided the following conditions must be met. The person involved needs the facility in order to telecommute. Depending on the concrete implementation of the telecommuting, a certain facility may be necessary. This will mainly involve facilities such as a fax machine and a mobile telephone, Internet costs, and the installation of an additional telephone line. Furthermore, the person involved who already has access to a furnished telecommuting workplace that meets Arbo standards will not qualify for refurbishment of the workroom at the employer's expense of the employer.

The second paragraph provides that the person involved who already has a personal computer with accompanying devices will be given a tax-free payment to the sum of €22.69 a month, if this computer is used for telecommuting. The costs involved are for depreciation and maintenance and include insurance costs (fire and burglary) as well as electricity costs for the device (but not for lighting in the workroom).

A reduction of this sum is in any case reasonable in those cases in which the person involved has received a subsidy from employer for the Private-PC Scheme (*PC-privéproject*) for the purchase of a computer or if the person involved telecommutes on an incidental or infrequent basis.