

**COLLECTIVE LABOUR AGREEMENT  
FOR THE RESEARCH INSTITUTES  
2021**



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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 Library of the Netherlands (KB)
- The Netherlands Organisation for Scientific Research (NWO)
- The Netherlands Foundation of Scientific Research Institutes (NWO-I)

and

The employee organisations

- AOb
- CNV Overheid, part of CNV Connectief
- FNV

The Parties hereby declare that they entered into this Collective Labour Agreement at The Hague on 24 March 2021.

### 2. Preamble

Research institutes fulfil 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 order 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.

The corona crisis has a major impact in general, but also for the organization of work and working conditions. In the current uncertain times, employers particularly focus on job security, employability, well-being and health of employees, in the broadest sense of the word. As a result of the corona crisis, terms and conditions of employment and working conditions in the broad sense have become (extra) manifest for employee organizations.

A large number of measures have been taken and investments have been made by employers to keep employees (socially) involved at work and with each other during this time, and attention has been paid to safe working conditions and well-being. On the basis of the agreement agreed by the parties in article 3.12 of the CAO-OI, all three employers have made agreements with the Works council about a home-work allowance/work expense allowance and the reimbursement of commuting expenses during the corona crisis.

#### Salary development

The amounts in the salary scales have been structurally increased by 1,4% as of 1 January 2021. In accordance with the usual system, the salary increases will also be carried through in pensions and benefits.

#### Work and private life

##### *Additional paternity leave*

For unpaid additional birth leave that came into effect on 1 July 2020, the 70% percentage of the benefit that can be paid out by the UWV for this purpose is supplemented to 100% of the wage and a maximum of 100% of the maximum daily wage UWV. The pension contribution distribution of 70%-30% is maintained and the leave accrual continues as if it were paid leave.

##### *Bereavement leave*

In order to adequately meet the needs of employees who lose a loved one, a guideline for bereavement leave is drawn up for employers and employees in addition article 5.8 paragraph 1a of the CAO-OI. The guideline describes the options for bereavement leave within the framework of existing leave provisions in the CAO-OI. The specific situation of the employee concerned is taken into account and the application for this leave is handled leniently in the interest of proper care for the grieving employee with the aim of a safe and healthy return to work. Employees are entitled to at least one week of unpaid bereavement leave following the funeral or cremation of a relative in the first and second degree.

### 3. Status of the CAO-OI

The CAO-OI applies a collective labour agreement in the sense of the Collective Agreements Act. 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. The CAO implements article 4.5 of the Higher Education and Scientific Research Act (WHW), insofar as agreed on at sector level. This CAO shall be reported as a standard collective labour agreement to the Health and Safety Inspectorate (DCA) of the Ministry of Social Affairs and Employment.

### Article 1.1 Definitions and abbreviations

1. 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.
2. AVOM	Customised terms of employment.
3. Remuneration	The sum total of salary and benefits that an employee is entitled to under article 3.8 of this CAO. <sup>1</sup>
4. BW	Dutch Civil Code .
5. BWOI	Enhanced Unemployment Provision for Personnel of Research Institutes.
6. CAO-OI	Collective Labour Agreement for the Research Institutes.
7. (C)OR	(Central) Works Council.
8. 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.
9. Employment	An employment agreement with an employer.
10. FNM	Job Level Matrix.
11. Work	The composite of duties agreed with the employee by the employer.
12. Generation Plan	The possibility to retain full pension accrual based on the old salary, while working less hours in exchange for a percentage of the salary. The employer will use the wage difference for recruitment and mobility purposes of (preferably) young people.
13. Maximum salary	The highest sum on a salary scale.
14. OIO	Researcher in training.
15. Partner	a. Spouse. b. Registered partner. c. Life partner with whom the unmarried employee cohabits according to data from the municipal personal records data-base, 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 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.
16. 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. <sup>2</sup>
17. Salary step	A number that corresponds to a salary on a salary scale.
18. Salary per hour	1/165 <sup>th</sup> part of the salary in a fulltime job.
19. Salary scale	A specified series of numbers attached to a certain salary specified in appendix 1.
20. Place of work	The address of the building in which the employee usually works.
21. Tenure track	The formally established track for an indefinite employment contract, to an intended higher scientific position, for employees from the research job family.
22. Tenure tracker	An employee in tenure-track employment.
23. Vacation worker	A person who performs temporary work during the school vacations because the regular personnel is on vacation.

<sup>1</sup> AVOM deposits do decrease the remuneration.

<sup>2</sup> AVOM deposits do not lower the salary.

24. 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.
25a Full-time employment	38 hours per week.
25b Full working week	40 hours.
25c Actual working week	The actual number of hours per week that an individual employee has to work.
26. Employer	An employer who is a member of the WVOI.
27. Employee	The person who has an employment agreement with an employer in the sense of this CAO.
28. 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 and with which this collective agreement has been agreed upon.
29. 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.
30. WHW	Higher Education and Scientific Research Act.
31. WIA	Work and Income According to Work Capacity Act.
32. WOR	Works Council Act.
33. Wwz	Work and Security Act.
34. 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 2021 up to and including 31 December 2021.
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.

#### Article 1.3 Scope of the CAO-OI

1. This CAO applies to employees as defined in article 1.1, definition 27, with the exception of the vacation worker as defined in article 1.1, definition 23.
2. 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.
3. Provisions in a labour agreement at variance with this CAO are null and void.
4. 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 1.4 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 1.5 Obligations of employers and employees

##### 1.5.1 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.



### 1.5.2 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 Scientific Integrity.

### 1.5.3 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.

### 1.5.4 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.

### 1.5.5 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 those on strike.

### 1.5.6 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.

### 1.5.7 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.

### 1.5.8 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.

### 1.5.9 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.

### 1.5.10 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. The employer is liable vis-à-vis the employee for damage suffered by the employee in the performance of his duties, unless he demonstrates that he has complied with his obligation (as referred to in Section 7: 658 (1) of the Dutch Civil Code) to arrange the work safely or that the damage is to a large extent the result of intent or willful recklessness on the part of the employee.

### Article 1.6 Adjustment of working hours

A request for part-time employment, also in staff and executive-related functions, will be honoured, if compelling business interests so permit.

### Article 1.7 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 1.8 Intellectual ownership rights

#### 1.8.1 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.

#### 1.8.2 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.

### 1.8.3 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 1.9 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 1.10 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 parties, 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 parties, applies to boarders.

### Article 1.11 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 1.12 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 1.13 Time- and location-independent work

The employer and employee can agree on working hours and location independent. The employer can grant the worker financial compensation and/or benefits in kind to this effect.

#### Article 1.14 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 1.15 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

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 labour agreement

The employee will be given a 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 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 2.6 paragraph 2.

#### Article 2.4 Changes/supplements to the 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 the labour agreement

1. The labour agreement is entered into for a specified or unspecified period
2. In derogation of Article 7: 652, paragraph 4 of the Dutch Civil Code a probation period of a maximum of two months can be agreed upon in the event of an employment contract for a term of more than six months. During the probationary period, both employer and employee can terminate the employment immediately.

#### Article 2.6 Fixed-term labour agreement for employees other than OIOs

1. The term of a fixed-term labour agreement is established at the start of employment. The term can be either a specified term or a term that has not been exactly specified in advance but depends on a circumstance that can be defined objectively. The starting point for determining the term of a fixed-term labour agreement is article 7:668(a) of the Dutch Civil Code, which stipulates that from the day that between the same parties
  - a. fixed-term labour agreements have followed each other with intervals of no longer than six months and the total duration, including the intervals between the contracts, has exceeded a 36-month period, the most recent labour agreement is deemed to be effected permanent as from that particular day or

- b. more than three fixed-term labour agreements have followed each other with intervals no longer than six months the the most recent labour agreement is deemed to be effected permanent as from that particular day.
2. The term of the labour agreement may depend on temporary external financing, in which case the total term, including two extensions, may be four years.
3. The labour agreement can be terminated prematurely if such has been agreed upon in writing.
4. With employees in the Research Job Family in salary scales 10 and 11, a fixed-term labour agreement can be entered into, of which the total term may amount to a maximum period of four years, including two extensions.
5. For employees in the Research Support and Technical Job Family, there will be the prospect of a permanent labour agreement, following a fixed-term labour argeement of no longer than three years, including an extension. If the work activities are necessary for business operations, are non-structural in nature and have not been completed within the term determined at the start, the total term of the fixed-term labour agreement will amount to a maximum of four years, including two extensions.
6. Without prejudice to the provisions of this article, a one-time fixed-term labour agreement can be entered into for more than three years. This labour agreement can be extended once by a maximum period of three months.
7. In case a fixed-term labour agreement that has been in place for more than three years comes to an end by operation of law and is not continued by the employer, the employer has an obligation to investigate whether he can offer the employee another suitable position before the end of the employment contract.
8. The following does not count in determining the term of the labour agreement and the number of extensions:
  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 preceding an interruption of more than six months.
9. Contrary to paragraph 8, below 2, the years of service spent working for employers within the NWO umbrella organisation will be taken into account when applying the chain provision to NWO employments.

#### **Article 2.7 Tenure Track**

1. Tenure track is the formally established track for an indefinite employment contract, to an intended higher scientific position, for employees from the research job family.
2. A tenure track can be entered into in a labour agreement for a specified maximum period of six years. The term of the fixed-term labour agreement(s) that precedes (precede) the same are, due to the intrinsic nature of a Tenure Track Agreement, not taken into account when determining the maximum term of the agreement. This labour agreement can subsequently be extended once by at most three months.
3. The tenure track specifies:
  - How the track may be lead to a permanent labour agreement
  - The duration of the track
  - The assessment procedure and criteria
  - The consequences of a positive or negative assessment
4. The decision about whether or not the labour agreement will be made permanent will be taken well in advance, at least one year before the end of the agreed period.
5. If a labour agreement will terminate by operation law, the employer has a best-effort obligation to investigate whether the employee can be offered another position, within his organisation, that is suited to their personality and circumstances.

#### **Article 2.8 On-call and substitute workers**

1. An on-call or substitute worker is deployed for work with an incidental nature and no fixed scope, and for varying working hours to be determined by the employer.
2. Pursuant to section 7: 628 (5) of the Dutch Civil Code, the labour agreement of the on-call or substitute worker may stipulate that during the first six months only remuneration will be received for hours actually worked. After that period, section 628 subsection 1 of Book 7 of the Dutch Civil Code applies.
3. The labour agreement of the on-call or substitute worker in the Facility Services Job Family Subgroup can include the provision that, during a period exceeding six months, the worker will exclusively receive remuneration for the number of hours actually worked.

### 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.
5. The employer can suspend the employee for a maximum of 10 days as a disciplinary measure without retention of salary if the employee, in the opinion of the employer, behaves repeatedly or seriously culpably.
6. 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.
7. 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.

### 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.

### Article 3.4 Salary classification

1. Upon employment, a salary is agreed in the scale corresponding to the employee's position
2. In derogation of the previous paragraph, a salary in the nearest lower salary scale (start-up scale) can be agreed if the employee has not yet fully fulfilled the position.
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. 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%	
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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: 1 <sup>st</sup> quarter 80% 2 <sup>nd</sup> quarter 60% 3 <sup>rd</sup> quarter 40% 4 <sup>th</sup> 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 or the number of working hours for work on Saturdays, Sundays and holidays or the number of working hours for work between 06.00 pm and 07.00 am.
3. The payment for overtime consists of
  - a. leave, equal to the number of working hours in excess of the full working work and
  - b. a percentage of the employee's current hourly salary per hour including holiday pay and year-end bonus 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 is granted for each hour equal to the employee's current hourly salary including holiday pay and year-end bonus.
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.

#### **Article 3.12 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 time- and location-independent work, including 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.

### 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 may adopt a working hours schedule.
4. If the employer had adopted a working hours schedule, derogation of this 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.

### Article 4.2 Non-working days

1. No work is performed on Sundays, New Year's Day, Easter Monday, 5 May, Ascension Day, Whit Monday, both Christmas and Boxing Day and the King's Birthday or if that is the case, 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. Every year, the employer may, with the approval of the (C)OR, schedule five 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 or
  - Perform(s) work, mostly on a project-by-project basis, to which timelines or time restrictions apply or
  - 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.<sup>3</sup>
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.

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<sup>3</sup> Refer to the sample calculation in appendix 2.

### Article 5.1 Vacation

1. Employee in full-time employment (38 hours) and with a full-time working week (40 hours) receives 338 hours 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.<sup>4</sup>
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.

### 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 his remuneration including holiday pay 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 remuneration including holiday pay and year-end bonus.

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<sup>4</sup> Refer to appendix 2 for sample calculations.

#### 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 - 5.17 state in which cases the employer is entitled to full or partial remuneration. Furthermore, the employer can, at his own discretion, grant special leave, irrespective of whether this leave is paid or not.
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 spouses or life partner's childbirth: one day.
  - c. After childbirth by the spouse or partner; once the number of working hours per week of birth leave (or maternity leave), to be taken within four weeks from the first day that 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: six weeks, to be taken within 26 weeks after the child has actually been taken into the home.
  - e. in the event of adoption: six 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 5.11, 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 28 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 Social leave

1. Social leave is granted at the request of the employee.
2. Social leave is granted to work for a volunteer organisation.
3. A voluntary organisation is an organisation that works in the social or cultural sector and whose activities are largely carried out by volunteers (i.e. in principle unpaid). A volunteer organisation is (part of) a non-profit foundation or association.
4. This social leave is a maximum of two days per year, of which one day is paid and one day is unpaid or with hours taken on leave.

### Article 5.11 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-term 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. The employee can take unpaid leave to provide informal care.
7. 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.
8. The request for leave as defined in this article may be refused or withdrawn if there are pressing operational interests.
9. 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 5.12 Pregnancy leave, maternity leave and paternity 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 5.13 General provisions on parental leave

1. Employees are entitled to parental leave for each child once. To this end the employee can request the employer to:
  - reduce the actual working week by half during a consecutive period of no more than twelve months;
  - to reduce the employee's actual working week by a smaller or greater number of hours per week, whereby the maximum period of leave is proportionally extended or shortened.
2. The parental leave can be divided into three periods.
3. At the request of the employee, the parental leave can be divided into a maximum of six periods of at least one month.
4. 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.
5. 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.
6. During the parental leave, vacation leave is only accrued for the actual hours worked.
7. Parental leave ends no later than on the day that the child reaches the age of eight years.

#### Article 5.14 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.
4. 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 5.15 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 5.16 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 5.17 Additional paternity leave**

1. Effective from 1 July 2020, after the birth of a child by the spouse or relationship partner, the employee is entitled to five weeks of additional paternity leave, to be taken within six months after the birth of the child. The condition is that the employee took the paternity leave as intended in article 5.8 paragraph 1 under c of the CAO.
2. The aforementioned leave is unpaid. The employee can receive a payment from the Dutch Employee Insurance Agency (UWV) for this. The benefit from the UWV is 70% of the daily salary and a maximum of 70% of the maximum daily salary UWV. The employer supplements this up to 100% of the salary and a maximum of 100% of the maximum daily salary UWV.
3. The leave must be requested in full weeks. On request, the employee can spread the leave over a period longer than five weeks.
4. The pension premium is paid on the basis of fully paid leave.
5. The accrual of leave continues as if it were paid leave.



## Chapter 6 – Sustainable employability

### Sustainable employability general

It is important that all employees are able to do the work they do in a qualified and motivated way throughout their careers and thus at different stages of their lives. Professional and personal development and training are essential to the employee to remain attractive to the present and any potential future employer. In addition, development is a condition of keeping the work enjoyable and challenging. The employee accepts personal responsibility for his or her own development and employability and can in this respect rely on the support and facilities of the employer. A good balance between work and private life assists in this.

Depending on individual circumstances ('life phase') more time that is private may occasionally be required. Regulations have been included in the collective labour agreement for temporary or longer-term adjustments to working hours or part-time percentages. In addition, the collective labour agreement includes forms of extraordinary leave for specific events.

### Education and professional development

#### Article 6.1 General

Professional development and long-lasting employability is in the interest of both employer and employee. The annual budget for professional development and sustainable employability is a minimum of 2% of the wage sum. In their Annual Social Report, the employers report on the means that have been allocated to stimulate their employees' development during the reporting year.

#### 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 place 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 arrangements 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.
4. For employees employed 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. The employee and employer will make arrangements each year with regard to the required and desired professional development of the employee within or outside the organisation. The employee's professional development interview can be combined with their assessment interview.
2. The plan on the necessary investment in time and money referred to in article 6.2 shall be in writing.
3. Once every five years, the employee is entitled to a professional advice on his career development.

#### 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 My choice step

1. Within the framework of the agreements that are made concerning the professional development and sustainable employability 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. If the employee is, for reasons of sustainable employability, assigned to a position with a lower salary scale than the scale applicable to said employee, then the employee is, at the time of assignment, compared to the applicable salary, classified in the same grade of the lower salary scale or, failing the same, the nearest grade of the lower salary scale.
3. If the thus established salary is lower than the applicable salary of the employee then the difference in salary is phased out over five years. After the fifth year the phase-out of the salary difference expires.
  - a. The first year the employee receives 100% of the difference,
  - b. the second year 80%,
  - c. the third year 60%,
  - d. the fourth year 40%,
  - e. the fifth year 20%.
4. The employee who voluntarily and with the employer's permission opt for demotion within 10 years preceding their AOW entitlement age 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 the articles 6.1 thru 6.6.

#### Article 6.8 Assessment interview

In consultation with the Works Council, the employer establishes a regulation on how the performance of the employee and his professional development is monitored and supported.

#### Adjustment of activities

##### Article 6.9 Generation Plan Scheme

Employees who are five years of less away from their state pension (AOW) age can participate in the Generation Plan Scheme. The scheme offers the possibility of taking extraordinary leave with partial preservation of the salary. The Generation Plan Scheme forms an integral part of appendix 5 to this CAO.

#### Temporary reduction of working hours

1. For a temporary reduction of working hours, leave can be saved in AVOM for a maximum of five years. This means that 178 hours per year and a total of 890 hours can be saved. In advance, it must be established when the aforementioned leave is to be taken. As a result of a temporary reduction in working hours through the use of leave, the scope of the employment and salary will not change. Details are mentioned in article 4.7 of the AVOM scheme in appendix 3 of the CAO-OI.
2. In addition to saving for leave, the employee has the possibility of taking unpaid leave. The employee and the employer agree on arrangements about the activities and the work that may need to be transferred. In case of unpaid leave, the scope of the employment does not change. The pension accrual will continue unchanged, with the employee part and the employer part of the pension contribution being borne by the employee. Details are mentioned in article 5.7 of the CAO-OI.
3. The employee may work part-time, temporarily or long-term, due to changes in work or private life. In principle, a request for part-time work, also in staff and managerial positions, will be honoured. See article 1.6 of the CAO-OI for this.
4. In the weekly leave pattern (see article 5.2 of the CAO-OI) the employee can take a fixed number of hours per week of holiday leave according to a fixed pattern per week or cluster of weeks. The choice applies to the entire calendar year.

## Pension

The ABP pension scheme offers the employee the possibility of retiring at the age of 60. See also article 7.1 of the CAO-OI and the information on mijn.ABP.nl.

The employee can retire completely but part-time retirement for one or more days a week is also possible. It is, for instance, also possible to rely on the Generation Plan Scheme (article 6.9 of the CAO-OI) in combination with part-time pension for the days that the employee starts working less.

## Specific leave for specific reasons

The CAO-OI includes specific leave options for certain circumstances. It regards paid pregnancy leave and maternity leave and paternity leave, paid parental leave and paid care leave to care for a sick loved one.

### Pregnancy and maternity leave and paternity leave

The female employee is, in connection with childbirth, entitled to paid pregnancy and maternity leave for a maximum of sixteen weeks. This leave is extended to a maximum of sixteen weeks, insofar as the maternity leave prior to the presumed date of delivery is less than six weeks for reasons other than illness.

After the childbirth by the spouse or partner, the employee is entitled to five weeks of additional paternity leave, to be taken within six months after the birth of the child. The said leave is unpaid. Details are mentioned in article 5.12 of the CAO-OI.

### Parental leave

As a (foster) parent or adoptive parent of a child who is not yet eight years old, the employee can take parental leave for six months. The CAO-OI regulates that during three of these six months the payment of the salary and potential allowances is continued for 55% if the relevant child is four years of age or under. The parental leave can be taken consecutively but can also be distributed over a longer period, for instance one day a week. The parental leave can be divided into three periods. At the request of the employee, the parental leave can be divided into a maximum of six periods of at least one month. Details are mentioned in articles 5.13 up to and including 5.16 of the CAO-OI.

### Care leave

To care for a sick loved one, a maximum of two weeks of paid leave is granted. The aforementioned leave can be extended unpaid. If there is question of a life-threatening illness then the paid care leave amounts to eight weeks of which four weeks are paid in full and four weeks at 50%. Care leave can be extended unpaid if the situation so requires. Details are mentioned in article 5.11 of the CAO-OI.

### Article 7.1 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 7.2 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. See also article 10.4.
2. The employers have a collective best-effort obligation with respect to reinstating partially incapacitated employees with the employers affiliated with WVOI.

### Article 7.3 Unemployment

Part-time or full-time unemployed employees may lay a claim to a dismissal benefit in pursuance of BWOI. See also article 10.4.

### Article 7.4 WGA recovery benefit

1. A person who, once the obligation to continue paying salary on the grounds of article 4 of the ZAOI has expired, is eligible for a salary-related WGA benefit, where the maximum duration stipulated in the decision is shorter than it would be if article 59 of the Work and Income (Ability to Work) Act (WIA), applicable on 31 December 2015, was still in force, may claim a WGA recovery benefit. The WGA recovery benefit takes effect as soon as the salary-related WGA benefit terminates due to the expiry of its maximum duration.
2. The duration of the WGA recovery benefit is equivalent to the difference between the maximum duration of the salary-related WGA benefit of the person concerned on the grounds of article 59 of the WIA, as applicable on 31 December 2015, and the actual maximum duration of his salary-related WGA benefit on the grounds of the decision, yet no longer than a maximum of 14 months.
3. The level of the WGA recovery benefit is equivalent to the level that the salary-related WGA benefit would have had if the duration of that benefit had not expired. The follow-up benefit received by the person concerned on the grounds of the WGA, plus any income, will be deducted from the WGA recovery benefit.
4. Any claim to recovery benefit as referred to in this article will be determined when the salary-related WGA benefit is awarded.
5. The person concerned may claim the WGA recovery benefit as long as he/she meets the conditions that make him eligible for a WGA benefit. The provisions of the WGA and the related provisions shall apply mutatis mutandis to the WGA recovery benefit as far as possible.
6. A WGA recovery benefit may not be claimed if and insofar as the person concerned is insured for loss of income for which the WGA recovery benefit is intended.

## Chapter 8 – End of the employment

### General

This chapter only contains those articles that are supplementary to the Dutch Civil Code.

#### Article 8.1 End of fixed-term labour agreement

1. The labour agreement ends by operation of law, after the agreed term has expired without notice being required.
2. Notice of termination of the labour agreement shall be given in a timely and written manner in pursuance of section 668 of Book 7 of the Dutch Civil Code.
3. The employer may terminate the employment early with due observance of a notice period of two months.
4. The employee may terminate the employment early with due observance of a notice period of one month.

#### Article 8.2 End of labour agreement for an indefinite period

1. Both the employer and the employee can terminate the labour agreement in writing in consideration of the statutory provisions regarding notice and notice periods (sections 669 up to and including 672 of Book 7 of the Dutch Civil Code).
2. Notwithstanding the statutory notice period:
  - a. In the case of a labour agreement for an indefinite period, the notice period for the employee up to and including scale 12 is one month and from scale 13 is two months.
  - b. In the case of a labour agreement for an indefinite period, the notice period for the employer with an employee up to and including scale 12 is two months and from scale 13 is four months.
3. The employment comes to an end by operation of law when the state pension age (AOW- entitlement) is attained.
4. After termination of the employment in pursuance of article 8.2 paragraph 3 the employer can conclude a fixed-term labour agreement with an employee entitled to state pension for a concretely described task / assignment in which there must be demonstrable business interest. The provisions of the Dutch Working after the State Pension Age Act are applicable to the aforementioned employment.

#### Article 8.3 Transition compensation

A subsequent benefit as intended in Section 9 of the BWOI can be qualified as reasonable financial compensation as intended in Section 873b Subsection 1b of Book 7 of the Dutch Civil Code. An employee who, after a dismissal on the basis of Article 669 paragraph 3a of the Dutch Civil Code, is entitled to a contiguous benefit under Article 9 of the BWOI can in no way claim the statutory transition allowance unless the employee waives the right to the contiguous benefit in writing.

## Chapter 9 – Provisions specific to researchers in training (OIOs)

### Article 9.1 Employment, nature and extent of the work

1. The aim of the employment of an OIO is for the OIO to carry out scientific research and publish the results of this research in a dissertation, in a technological design, or in one or more scientific productions.
2. The employment is fixed-term for a specified period of no longer than four years and for the full working hours.
3. Upon commencement of the employment, in derogation to the provisions of paragraph 2, and with aim of determining the OIO's suitability, one-time employment of no longer than eighteen months can be entered into, which can be extended once to a maximum of four years.
4. OIOs spend at least 90% of their working hours on research and on the training and supervision that they receive.
5. OIOs may be charged with other duties, including teaching, for no more than 10%.
6. OIOs cannot be charged with management duties.
7. For part-time employment the extension of employment is proportionate.

### Article 9.2 Provisions on extension for OIOs with an employment contract

1. The fixed-term employment may be extended after four years if the employer believes there is reason to do so.
2. The maximum term of this extension is of one year. The number of these extensions shall not exceed two.
3. 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*).
4. The request may be refused if completion of the project is no longer expected to occur.
5. If in the employer's opinion the period referred to in paragraph 2 does not do justice to the particular and pressing circumstances of the individual OIO, the employer may agree to a third extension up to a maximum of six months.

### Article 9.3 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 an allowance for irregular work or overtime pay.

### Article 9.4 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 9.5 OIO performance and evaluation procedure**

1. One year after the OIO has taken up employment, 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 the OIO.

#### **Article 9.6 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.

### Article 10.1 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 10.2 Participation Act in the event of organisational adjustment or reorganisation

In the case of an organisational adjustment or reorganisation, employees from the target groups in the Participation Act will, in all cases, retain a position or duties that are comparable in nature and size. In the case of an organisational adjustment or reorganisation, these employees cannot be made redundant due to discontinuance of their function.

### Article 10.3 Function-based contracts

1. Employer and employee can mutually agree to conclude a function-based contract. A function-based contract lays down results oriented agreements established in relation to the scope of employment as defined by the employer. The employee bears his own responsibility for implementing holidays and working and resting hours in practice.
2. The function-based contract can only be concluded with employees in or above scale 14 and with employees in the Research Job Family.
3. When working on a function-based contract, the statutory annual vacation hours must be actually taken up per calendar year, and the non-statutory vacation hours will be considered taken up at the end of the calendar year.
4. The statutory annual vacations hours cannot be transferred to the following calendar year. Unless the employee due to illness and incapacity for work was not reasonably able to take up these vacation hours, these statutory annual vacation hours will be considered taken up within the first six months of the following calendar year.
5. Time-based employment conditions, including AVOM, may be rendered inoperative. For researchers in training, it will remain possible to use a part of the non-statutory annual vacations hours for an AVOM purpose.
6. In case of unforeseen circumstances the employer and employee shall consult about the continuation or otherwise of the function based contract. In case of the function based contract being continued the results oriented agreements will if necessary be reviewed or new agreements will be made.

### Article 10.4 Labour market resources

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.

### Article 10.5 ZAOI and BWOI

In addition to the Collective Labour Agreement, the parties have laid down agreements in the Illness and Disability Scheme for Research Institute Personnel (ZAOI) and the Enhanced Unemployment Provision for Personnel of



Research Institutes (BWOI). These schemes apply to employees to whom the CAO-OI also applies.<sup>5</sup> These schemes can be consulted at [www.wvoi.nl](http://www.wvoi.nl).

#### **Article 10.6 Bereavement leave**

In order to adequately meet the needs of employees who lose a loved one, a guideline for bereavement leave is drawn up for employers and employees in addition article 5.8 paragraph 1a of the CAO-OI. The guideline describes the options for bereavement leave within the framework of existing leave provisions in the CAO-OI. The specific situation of the employee concerned is taken into account and the application for this leave is handled leniently in the interest of proper care for the grieving employee with the aim of a safe and healthy return to work. Employees are entitled to at least one week of unpaid bereavement leave following the funeral or cremation of a relative in the first and second degree.

#### **Article 10.7 Schemes at the organisational and employer level**

In the local consultation and in the negotiations with the (C)OR, respectively, the existing schemes shall be amended to match the provisions of the CAO-OI, where necessary.

#### **Article 10.8 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 a transitional scheme applies, these employees can no longer make use of this transitional scheme, but are bound by the provisions of chapter 5.

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<sup>5</sup> See article 1.3.1 of the CAO-OI.

[Appendices 1 thru 6](#)

## Appendix 1 – Tables of salaries

### Salary scales for research institutes as of 1 January 2021

Euro's	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	Euro's
2342	0																		2342
2342		0																	2342
2342	1		0																2342
2342		1	1	0															2342
2342	2			1															2342
2342	3	2	2		0														2342
2342	4			2															2342
2342	5	3	3		1														2342
2342	6	4		3		0													2342
2342		5	4		2	1													2342
2342		6	5	4															2342
2342		7	6	5	3	2													2342
2371			7	6	4		0												2371
2441			8	7	5	3	1												2441
2506			9	8	6	4													2506
2576				9	7	5	2												2576
2643				10	8	6													2643
2711					9	7	3	0											2711
2780					10	8	4												2780
2846						9	5	1		0									2846
2911						10	6												2911
2980							7	2	0	1									2980
3052							8												3052
3128							9	3	1	2									3128
3213							10	4											3213
3289								5	2	3									3289
3356								6											3356
3430								7	3	4									3430
3503								8											3503
3570								9	4	5									3570
3633								10											3633
3704									5	6									3704
3831									6	7	0								3831
3979									7	8	1								3979
4109									8	9	2								4109
4235										10	3								4235
4366										11	4								4366
4514										12	5								4514
4658											6	0							4658
4796											7	1							4796
4928											8	2							4928
5063											9	3							5063
5195											10	4							5195
5269											11								5269
5333												5	0						5333
5472												6	1						5472
5600												7	2	0					5600
5734												8	3	1					5734
5907												9	4	2					5907
5990												10							5990
6075													5	3	0				6075
6244													6	4	1				6244
6416													7	5	2				6416
6495													8						6495
6585														6	3	0			6585
6762														7	4	1			6762
6946														8	5	2			6946
7133														9	6	3	0		7133
7366															7	4	1		7366
7597															8	5	2		7597
7839															9	6	3	0	7839
8090																7	4	1	8090
8349																8	5	2	8349
8615																9	6	3	8615
8890																	7	4	8890
9175																	8	5	9175
9468																	9	6	9468
9770																		7	9770
10079																		8	10079
10405																		9	10405

#### Salary scales for research trainees (OIOs)

Scale	Euros as of 1 January 2021
Oio-1	2441
Oio-2	2846
Oio-3	2980
Oio-4	31285

#### Salary scales for those with an incapacity for work

% WML <sup>6</sup> 22 years and older	Euros as of 1 January 2021
100%	1684,80
105%	1769,04
110%	1853,28
115%	1937,52
120%	2021,76

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<sup>6</sup> 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  $52 \times 4 = 208$  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 of 20 hours. Annual vacation-leave claim  $\Rightarrow 20/38 \times 338 = 177.8$  hours, if he works  $20/38 \times 40 = 21.05$  hours a week. So if this person has an actual working week of only 20 hours, a correction is applied and  $52 \times 1.05$  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 of 19 hours. Annual vacation-leave claim  $\Rightarrow 19/38 \times 338 = 169$  hours, if he works  $19/38 \times 40 = 20$  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 of 32 hours. Annual vacation-leave claim  $\Rightarrow 32/38 \times 338 = 284.6$  hours, if he works  $32/38 \times 40 = 33.68$  hours a week. If this person has an actual working week of 32 hours, a correction is applied and  $52 \times 1.68$  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 of 30.4 hours. Annual vacation-leave entitlement  $\Rightarrow 30.4/38 \times 338 = 270.4$  hours, if he works  $30.4/38 \times 40 = 32$  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  $6/12 \times 20/40 \times 338 = 149.5$  vacation hours.

### Preliminary note

AVOM 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.

### 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 3 of the CAO-OI;
Salary:	refer to article 1.1, definition 16 of the CAO-OI;
Salary per hour:	refer to article 1.1 definition 18 of the CAO-OI.

### 2. Who can participate and to what extent?

Each employee may participate in AVOM, 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 and to be multiplied by the agreed percentages of 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. For the object saving leave for the adjustment of working hours, the maximum that can be saved is 178 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. 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: Buying 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

Object 7: Saving leave for the adjustment of working hours

##### 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). 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.

#### **4.7 Object 7: Saving leave for the adjustment of working hours**

In the context of sustainable employability and the balance between work and private life, the employee may reduce his working hours temporarily. In order to do this, the employee may save non-statutory leave days over a period of no more than five years and for a maximum of 890 hours on the basis of a full working week. Saving leave will not begin before the employee has reached agreement with his employer in mutual consultation, establishing when, how and for what period the working hours will be adjusted.

This purpose cannot be combined with participation in the Generation Plan (see appendix 5).

#### **Application and preconditions for this purpose**

1. The employee can save extra-statutory leave over a maximum period of five years and a maximum of 890 hours during a full working week.
2. Saving leave can only start after the employee and the employer have mutually agreed how and for what period the working hours will be adjusted. If the working hours change during the saving period, the agreements made are reviewed.
3. If the working hours are adjusted, the remaining working hours are at least 60% of the size of the actual working week that applies before the start of saving.
4. The employee who has a surplus of leave from the desired moment of starting leave for this purpose (see article 5.3 paragraph 5), can use the surplus of leave for this purpose and additionally save up to five years until up to 890 hours.



5. The leave is not granted with a view to early retirement / pre-retirement.
6. This goal does not go hand in hand with participation in the generation plan scheme (see appendix 5).
7. The saved leave is deemed to have been taken up to five years after the employee has stopped saving leave. After those five years, the leave that has not been taken up will lapse (see article 5.4, paragraph 2). In the event of illness, leave is accrued in accordance with the agreements in article 5.6.

## 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 <sup>7</sup>

## 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 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

### 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

<sup>7</sup> Refer to section 4.6 of this appendix.

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 AVOM 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 1.18).

#### **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 AVOM shall be borne entirely by the participating employee and are not compensated by the employer. The hardship clause (article 1.18) applies.

### Article 1 Definitions

1. Collective labour agreement-RI: Collective labour agreement - Research Institutions
2. WVOI: employers' association for research institutes of which employers who are parties to the collective labour agreement for research institutes are members.
3. Employees' organisation: an association of employees with full legal authority, as intended under Section 1 of the Dutch Collective Labour Agreements Act.
4. Employer: a legal person affiliated with the WVOI.
5. Consultation at sector level: the consultation of the WVOI with employees' organisations.
6. Consultation at employers' level: the consultation of the employer with the (central) works council.
7. WHW: The Dutch Higher Education and Scientific Research Act.

### Article 2 Guiding principles

1. The consultation between the WVOI and the employees' organisation(s) takes place in compliance with the WHW.
2. The employees' organisation as intended in article 1.3 includes persons amongst its members who are employed at the employer.
3. At least three months prior to the expiry of the term of the collective labour agreement-RI the WVOI consults with the employees' organisations with whom the collective labour agreement was concluded, regarding which employees' organisations are invited for the bargaining for the subsequent collective labour agreement.
4. This consultation statute is part of the collective labour agreement-RI.

### Article 3 Consultation

1. The consultation at sector level concerns the regulation of the legal position as referred to in Article 4.5 of the WHW and insofar as it relates to the personnel of the research institutions in the form of a collective labour agreement under the Collective Labour Agreement Act.
2. The WVOI invites employees' organisations for the collective labour agreement bargaining.
3. The consultation takes place under the leadership of the chair of the WVOI.
4. The secretary of the WVOI provides for the minute taking of the consultation.
5. Experts can assist parties in the consultation. An expert is understood as a person who has knowledge, due to his profession or training, of the topic or process in respect of which the assistance is required. The parties shall inform each other of the expert that they want to involve in the consultation.
6. If parties jointly want to consult an expert then they shall select an expert by mutual consent.
7. In the consultations at sector level, it can be agreed that the regulation or further regulation of the legal position of the employees takes place in the consultations at employer level, without prejudice to the provisions of or pursuant to the WOR and other statutory regulations.
8. The employers inform the employees' organisations of proposed organisational changes and at least once a year of the general course of affairs at the individual employers, in particular regarding the development of the employment, the implementation of the arrangements laid down in the collective labour agreement and the social policy and foreseen development in the workforce.
9. The employer invites the employees' organisations that are parties to the collective labour agreement to agree on a social plan for coping with the staffing consequences of important organisational changes within the meaning of Article 25 of the WOR. The redundancy scheme does in any case contain a dismissal protection period of twelve months.

### Article 4 Facilities

The employer provides the employee organisation(s) with facilities that they reasonably need to carry out work within the organisation of the employer. These facilities include the free use of rooms for members' consultation, the use of copy facilities, publication boards and internal mail.

### Article 5 OCW resources

1. The OCW (Education, Culture, Science) resources for employees' organisations, part of the lump sum of the employers, are annually paid to the employees' organisation(s) that is (are) a party to the collective labour agreement, according to an allocation key to be agreed on with the said employees' organisation(s).
2. The amount to be paid out is indexed based on the derived consumer price index of Statistics Netherlands (CBS) in the previous year.

### 1. Introduction

The Generation Plan Scheme is one of the arrangements stipulated by the parties regarding sustainable employability of employees. The scheme offers employees who are five years or less away from the state pension age (AOW) the possibility of taking extraordinary leave with partial preservation of the salary and with complete pension accrual. The scheme aims to facilitate that employees can continue performing their work activities in a healthy and vital manner until they reach the state pension age. The funds released through this reduction of working hours will be used to have the work that becomes available carried out by the inflow of new, preferably young employees. This will support employers in the realisation of a balanced labour force.

### 2. Conditions for participation

1. On the date on which the participation in the Generation Plan Scheme takes effect
  - 1.1 the employee will have been employed by one of the employers in the Research Institutions sector for at least five years;
  - 1.2 the employee is five years or less away from state pension age; and
  - 1.3 the employee does not have a leave<sup>8</sup> surplus.
2. Participation in the scheme cannot take place simultaneously with participation in the Senior Scheme Research Institutions, SROI-2007.
3. In case of participation in the scheme, it is not possible to rely on the weekly leave pattern (article 5.2 of the CAO).
4. Participants in the “old” Generation Plan Scheme of NWO and NWO-I, or the Generation Pact Scheme of the Royal Library, continue participating on the basis of the conditions of said schemes and cannot switch to this Generation Plan Scheme.

### 3. Form

1. The activities of the participant will be adapted in accordance with the modified working hours.
2. In pursuance of article 6.10 of the CAO the participant is granted extraordinary leave with partial preservation of remuneration.
3. The extraordinary leave for the employee working a full working week amounts to at least 20% and at most 40% of the scope of the employment, in all instances with rounding (upwards at 0.5) in whole hours. The leave applies proportionately to employees with a part-time employment. The percentage of extraordinary leave cannot exceed 40%.
4. For employees who participate in the scheme for 20% of the employment it is possible, at the request of the employee and with consent of the employer, to increase the percentage of participation to 40%.
5. The participant receives 50% of the remuneration on the granted extraordinary leave.
6. The pension accrual and the distribution of premium payments by employer and employee do not change as a result of participation in the scheme.
7. During the participation in the scheme holiday leave will be accrued pro rata to the remaining working hours.

### 4. Reallocation of activities

1. The participant and the manager establish arrangements regarding which activities will be performed during the period of extraordinary leave and how the activities that are no longer performed will be reassigned. Special attention should be paid to the prevention of an irresponsible increase in work pressure for the employee who intends to participate and for the direct colleagues.
2. The funds released as a result of the employee’s participation in the scheme will be used to allow the inflow of new, preferably young employees for the performance of the activities to be reassigned.

### 5. Preconditions

1. Taking into account the conditions for participation under point 2, participation in the scheme is open to everyone, unless compelling business interests dictate otherwise.
2. Employees with a leave surplus (article 5.3 paragraph 5 of the CAO) are expected to use their surplus leave first before participating in the scheme.
3. During participation in this scheme, the employee’s deployability in the event of partial incapacity for work is no higher than his actual working week.

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<sup>8</sup> Surplus is understood to mean an entitlement to leave of more than 80 hours plus the proportional part of the leave for the remainder of the current year, calculated from the desired moment of participation in the scheme.

4. If a participating employee is fully incapacitated for work, participation can be terminated early at the request of the employee. In the event of long-term full incapacity for work, participation in this scheme will terminate before the end of a year of incapacity for work, and the employee will return to his original appointment.
5. Without prejudice to the Related Activities Scheme / Code of Conduct at institution level, in addition to the reduced employment in connection with the Generation Plan Scheme no new income from employment may be earned.

## 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.

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