

Chapter 1 General provisions

ARTICLE 1.1 DEFINITION OF PROVISIONS

In this Collective Labour Agreement the following are understood to be:

1. AWB General Administrative Law Act (Stb. 1992, 315).
2. REMUNERATION The sum of the salary and the allowances to which the employee is entitled by virtue of article 3.8, second paragraph, and articles 3.9 through 3.13 of this Collective Labour Agreement.
3. BWOI Statutory Unemployment Scheme for research centre personnel.
4. CAO Collective Labour Agreement.
5. (C)OR (Central) Works Council.
6. EMPLOYMENT An appointment or a labour agreement with an employee.
7. FNM Job Level Matrix.
8. FUNCTION The composite of tasks that an employer sets an employee.
9. ORGANIZATION One of the members of the employer associations research centres being NWO and KB.
10. LOCAL CONSULTATION Consultation with employee organizations as are arranged in the Consultation protocol of WVOI Public Service Unions.
11. MAXIMUM SALARY The highest sum on a salary scale.
12. OIO Researcher in training: employee who has successfully passed his master's exam at a university or taken exams at an institute for higher vocational education and has thus gained employment for a certain period of time in order to receive training and gain experience in order to qualify further as a scientific researcher or technological designer.
13. FOSTER CHILD A child that, as is evident from municipality records, lives at the same address as the employee who has taken on the long-term care and upbringing of the child on the basis of a foster contract by virtue of article 39 of the Youth Services Act (Stb. 1989, 360).
14. LIFE PARTNER
 - a. Spouse.
 - b. Registered Partner.
 - c. Partner with whom the unmarried employee cohabits, according to data from the municipal basic administration – with view to a long-term cohabitation – and runs a joint household on grounds of a cohabitation contract executed in the presence of a notary containing the reciprocal rights and obligations concerning that cohabitation and joint household. The terms widow or widower include the surviving life partner. The life partner is included as a family member, where appropriate. At the same time only one person can be considered as a life partner. The employer can request a written statement from a notary which demonstrates that a cohabitation contract, as meant in the first sentence, has been effected. In this Collective Labour Agreement 'Life Partner' holds the same tenor as 'spouse' and 'registered partner'.

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| 15. RWOO | Decree on the Legal Status of Personnel in Academic Education and Research. |
| 16. SALARY | The sum per month that, subject to the provisions in this Collective Labour Agreement, is established for the employee on the basis of appendix 1. |
| 17. SALARY NUMBER | A number specified in a salary scale for a salary. |
| 18. SALARY PER HOUR | 1/165 th part of the salary in a fulltime job. |
| 19. SALARY SCALE | A specified series of numbers attached to a certain salary scale as seen in appendix 1 of this Collective Labour Agreement. |
| 20. VACATION-LEAVE | Yearly claim for leave in case of a complete working week, consisting of the addition of vacation-leave and ADV as valid on 31 December 2003. |
| 21. VACATION WORKER | A person, who during school vacations, due to the vacation of the regular personnel, temporarily takes over the activities of that personnel. |
| 22. CARETAKER RESPONSIBLE FOR THE ACTUAL CARE AND UPBRINGING OF A CHILD | The employee, who, as is evident from municipality records, is responsible for and lives at the same address as the child and who has taken on the long-term care and upbringing of the child upon himself as though it were his own child. |
| 23.a. FULL WORKING HOURS | Duration of work which on average consists of 38 working hours per week. |
| 23b. FULL WORKING WEEK | A working week consisting of 40 hours. |
| 23c. ACTUAL WORKING WEEK | The actual number of hours an individual employee has to work per week. |
| 24. EMPLOYER | A body or legal entity that is authorised to effect employment in the sense of this Collective Labour Agreement. ² |
| 25. EMPLOYEE | A person appointed as a civil servant by the employer under the Public Service Act (Stb. 1929, 530), as well as one who, by virtue of the labour agreement, as meant in article 7:610 of the Civil Code, works for the employer. |
| 26. EMPLOYEE ORGANIZATIONS | ABVAKABO FNV, AC/FBZ, CMHF/VAWO and CNV Publieke Zaak. |
| 27. WHW | Higher Education and Scientific Research Act (Stb. 1992, 593). |
| 28. WIA | Work and Income According to Work Capacity Act. |
| 29. WOR | Works Council Act (Stb. 1971, 54). |
| 30. ZAOI | Illness and Disability Scheme for research centre personnel. |

² These are NWO, KB, FOM, CWI, Kon. NIOZ.

ARTICLE 1.2 WORKING ENVIRONMENT UNDER THE COLLECTIVE LABOUR AGREEMENT

1. This Collective Labour Agreement applies to the employee as defined in article 1.1. sub 25 with the exception of the vacation worker as defined in article 1.1 under section 21.
2. In deviation from paragraph 1, in specific situations, the employer may temporarily employ a foreign researcher, this employment not being governed by the Collective Labour Agreement. This employment is conditional upon the annual remuneration plus year-end bonus and holiday pay being at least € 36,100 per annum.
3. The provisions in this Collective Labour Agreement are only applicable insofar as statutory schemes or the generally binding provisions or resultant schemes do not dictate otherwise, unless these anomalies are permitted.
4. Provisions in a letter of appointment or labour agreement at variance with this Collective Labour Agreement are null and void.
5. The more detailed schemes which on grounds of this Collective Labour Agreement are determined by the institute/employer may not contain any provisions that conflict with this Collective Labour Agreement.
6. The organization under which the employers fall can entrust employees with the authority to propose further schemes, subject to the approval of the local consultation, provided that the employer determines the schemes in compliance with the COR.

ARTICLE 1.3 SUPPLEMENTARY PROVISIONS PERTAINING TO THE SCOPE OF THE COLLECTIVE LABOUR AGREEMENT

1. WVOI members have no intention of setting up legal entities for the purpose of implementing any key institute-related activities in these legal entities during the lifetime of this Collective Labour Agreement.
2. If in the lifetime of this Collective Labour Agreement a legal entity is nevertheless set up by one of the WVOI members, as meant in paragraph 1., the OI Collective Labour Agreement is applicable mutatis mutandis, unless one of the parties indicates its need for consultation with respect to this issue.
3. The basis for this consultation is that the employee should receive from the future legal entity terms of employment that are comparable to the OI Collective Labour Agreement, allied with any essential transitional laws.
4. Should a legal entity be set up with another objective other than what has been specified in paragraph 1, whereby employees shall exclusively take up employment with one of the WVOI members in the future legal entity, then this will be communicated to the employee organizations, who can subsequently indicate whether they wish to negotiate the applicable terms of employment.

ARTICLE 1.4 PARTIES' OBLIGATIONS

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 shall promote the observance of this agreement by their members with all available means.

ARTICLE **1.5 EMPLOYER AND EMPLOYEE OBLIGATIONS**

General obligations

- 1.1 The employer and the employee are under obligation to conduct themselves in the manner befitting a good employer and a good employee.
- 1.2 Employees conducting scientific research, or involved in that, have the obligation to perform their research according to generally accepted standards for scientific proceedings.

Tenor of the Collective Labour Agreement

2. Upon commencement of employment the employee will be furnished with a letter of appointment or labour agreement, a valid copy of the Collective Labour Agreement or otherwise be authorised access to a digital version thereof. The employee will be notified - in writing - of the amendments to the Collective Labour Agreement as soon as possible.

3. The employee shall comply with all schemes, rules and instructions pertaining to him. These too, will be published in writing.

Confidentiality clause

4. The employee is under obligation to keep all his function-related information confidential insofar as the nature of his work dictates this, or confidentiality has been otherwise explicitly imposed.
5. This obligation also prevails after the termination of his employment.
6. This obligation does not apply to those who share in the employee's responsibility to properly perform his or her duties, nor to those whose cooperation is deemed essential for that practice, unless these persons, too, are bound to confidentiality or have agreed to be bound by such confidentiality. The provision in the previous sentence is applicable with due observance to statutory provisions concerning professional secrecy.
7. The obligation to observe confidentiality may not be at variance with the academic freedom mentioned in article 1.6 of the WHW.
8. Without prejudice to the statutory provisions binding the employer, the employer is 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.

Ancillary activities

9. Employee is granted permission to carry out ancillary activities, provided that he can still carry out his work properly and that these activities do not harm the employer's interests.
10. The employer can set up further rules with respect to such things as the notification, registration and assessment of ancillary activities, if in all fairness the employee's ability to properly fulfil his function cannot be guaranteed, or if he himself cannot function properly.

Employability

11. Without any repercussions to his legal status, the employee with a fixed-term contract can be assigned structural activities, and the employee with an indefinite term contract can be assigned activities with a provisional nature.

Alteration of function or activities

12. At his request, the employee can be assigned another function.
13. The employee is under obligation to accept another function, should this be in the interest of the employer, irrespective of whether that function is in the same operational unit or operational base. This function should in all fairness be assigned to him provided that it suits his personality, circumstances and prospects.
14. The employee can be obliged to carry out temporary activities other than in the scope of his usual function, provided that these activities can in all fairness be assigned to him. He cannot, however, be held under obligation to carry out activities in the place of strikers.
15. When applying the fourteenth paragraph, the employee's personal circumstances will be taken into consideration as much as possible.

Reorganisation code

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

Operational base

17. The employee can be obliged to relocate to or remain living in or nearby the municipality that has been specified as his operational base or where his operational base should be, if this, in the employer's opinion, in consideration of the nature of the function, is vital to the proper fulfilment thereof. The employee upon whom an obligation to relocate has been imposed must do so as soon as possible, yet ultimately within two years after this obligation has been imposed.

Telecommuting

18. The employee who wishes to telecommute on a voluntary basis can submit a request to the employer for this. The request can be granted if this benefits the proper exercise of the function, and if telecommuting is organizationally possible and employee has a suitable workplace at home. The employer can provide certain facilities for the employee to enable telecommuting. Arrangements on this are laid down in writing. The telecommuting facilities may consist of financial payments or 'payments in kind', such as the purchase of computer appliances, workplace refurbishment, installation of an additional telephone line, telephone and internet costs and the use of one's own accommodation for the work. The telecommuting scheme is included as appendix 7 to this Collective Labour Agreement.

Absence to work

19. If the employee is unable to perform his function due to illness or other causes he is under obligation to inform the employer of the reason for this inability in good time (in compliance with the rules set up by the employer), in order to avoid delay in or hindrance of the execution of the activities as much as possible.

Gifts and the like from third parties

20. During the lifetime of his employment, employee is prohibited from requesting or accepting payments, rewards, gifts or pledges from third parties without the employer's consent.

Code of conduct with respect to sexual harassment, aggression and violence

21. Each employer defines a code of conduct to prevent and control sexual harassment, aggression and violence in the workplace. The code of conduct is also armed with a complaint procedure.

Liability and compensation

22. The employee who in the exercise of his function, causes damage to the employer or to a third party to whom employer is under obligation to pay compensation - is not held liable towards the employer, unless the damage is a result of the an intentional act or deliberate recklessness on the part of the employee.

23. If the employee sustains damage during the exercise of his function, the employer can equitably compensate, reimburse or grant a monetary concession to the involved party.

ARTICLE 1.6 PART-TIME WORK

1. Requests for part-time work, also in staff and executive-related functions, shall be honoured, unless the organization's interests dictate otherwise.
2. To the employee with whom an employment is effected for less than the full working hours the rights in the Collective Labour Agreement apply in proportion to the agreed working hours, unless explicitly provided otherwise.

ARTICLE 1.7 CONSULTATION PROTOCOL

1. If this Collective Labour Agreement determines that the organization /employer prescribes or can prescribe (further) rules, the obligation to consult applies as determined in the consultation protocol (appendix 4 to this Collective Labour Agreement).
2. If this Collective Labour Agreement determines that the organization prescribes or can prescribe rules, this will occur in the local consultation, unless explicitly provided otherwise.
With the local consultation it can be agreed that establishment of these rules is to occur in the consultation with the COR.
3. If this Collective Labour Agreement determines that the employer prescribes or can prescribe rules, this will occur in consultation with the COR, unless explicitly provided otherwise.
4. The provision in paragraphs 2 and 3 applies in consideration of what has been determined in the consultation protocol.

ARTICLE 1.8 CUSTOMIZED CONDITIONS OF EMPLOYMENT

Employees can make use of the Customized conditions of Employment scheme (AVOM). The scheme affords employees the possibility to trade a number of hours of leave and/or a portion of the gross salary in return for the objects described in the scheme and thus compose one's own package of terms of employment. The prevalent terms, rights and obligations are incorporated in a scheme, the text of which has been added in full as appendix 6 to this Collective Labour Agreement.

ARTICLE 1.9 INTELLECTUAL OWNERSHIP RIGHTS³

1.9.1 General

1. An employee is obliged to adhere to what the employer, in all fairness and in consideration of lawful provisions and the CAO, determines concerning intellectual ownership rights.
2. In accordance with lawful provisions, deposited with the employer are all intellectual ownership rights for:
 - inventions possibly subject to patent;
 - produced data bank;
 - cultivated species;
 - manufactured drawing, model or work;
 - semiconductor product or topography;
 - other created matter.
3. As proprietor the employer can transfer intellectual ownership rights to third parties and/or the employee.
4. On request of the employer, the employee is obliged to cooperate in establishing or defending the intellectual ownership rights in the Netherlands and abroad. This cooperation can consist of making and signing statements and postponing publications for a period of time necessary to establish rights.

1.9.2 Patent and Cultivation rights

1. An employee who produces an invention that might be subject to patent during or in connection with his job or who during cultivation work creates a species on which cultivation rights can be claimed is obliged to report this to the employer before any public written announcements under submission of particulars so the employer can form an opinion on the nature of the inventions or species.
2. The obligation in the first paragraph starts at the moment the employee has, with reason, reached arrived at the reasonable opinion that there is indeed such an invention or species. An employee is definitely expected to be able to come to this opinion when the invention is completed or the species is cultivated.
3. Statements from paragraph 1 and 2 are also applicable to other intellectual ownership rights as mentioned in article 1.9.1 paragraph 2, insofar the employer did not determine otherwise.

1.9.3 Copyright

1. Regarding the condition in this article an employee can claim copyright to certain work categories.
2. The categories as mentioned in paragraph 1 concerns work as meant in article 10 paragraph 1 sub 1 up to and including 9 of the Copyright Act 1912, namely:
 1. Books, leaflets, news magazines, magazines and all other writings;
 2. Stage work and dramatic-musical work;
 3. Oral lectures;
 4. Choreographic work and pantomimes;
 5. Works of music with or without lyrics;
 6. Drawing, painting, building and sculpturing, lithographs, engravings and other sheet metal work;
 7. Geographical maps;
 8. Designs, sketches and modelling, relative to architecture, geography, topography or other sciences, and/or
 9. Photographic work.

³ For more information on intellectual ownership see: www.octrooibureau.nl
CAO-OI 2008-2010

3. An employee is obliged to report all he creates to the employer, in writing, in accordance with article 1.9.2. One year after the receipt of the report the employer shall legally transfer the copyright on work, included in the category as mentioned in paragraph 2, to the employee who has actually produced the work, unless the employer justifiably reserves the right or determines another reasonable term for transferring it.
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 interest of the employee. As personality rights we mean the personality rights as mentioned in article 25 of the Copyright Act 1912, giving the maker ample opportunity to resist publication of his work without his name or under a different name, changes in his work and deformation, mutilation or damage.

1.9.4 Compensation

1. Salary paid by the employer is intended to include a compensation for lost patent or cultivation rights.
2. In exceptional cases the employer can grant an additional reasonable compensation in case of proven substantial economic gain.
3. In special cases the employer can make an arrangement supplementing or deviating from what is mentioned in this article.

ARTICLE 1.10 WHISTLE-BLOWER SCHEME

Each employer will consult with the local or central works council, in order to provide for tailor-made provisions regarding whistle-blowers. The starting-point for this local scheme is that employees who suspect an abuse within their organisation should be able to report this abuse in a safe and adequate manner.

ARTICLE 1.11 CATCH-ALL CLAUSE FOR CREW MEMBERS EMPLOYED BY KON. NIOZ

1. The Royal Netherlands Institute for Sea Research (hereafter: Kon. NIOZ) employs two research vessels to conduct research at sea. These research vessels, which are the property of the aforementioned institute, have a regular crew (captain, first officer, engineer, seamen etc.). In addition, so-called boarders [opstappers] sail on the research vessels. The boarders are researchers and supporting staff, whose work does not depend on whether they are on board a ship. They will sail once or occasionally on the research vessels on expeditions lasting several days. The latter category will also board research vessels owned by other national and international research institutes and organisations.
2. Due to the nature of work on research vessels, the regular Collective Labour Agreement provisions with regard to hours of work, working hours, vacation leave, and irregularity and overtime allowances are less suitable for employees on board these ships. Therefore, the articles 3.10, 3.11, 3.18, article 4.1, paragraphs 1 through 7 (with the exception of the holidays referred to in paragraph 3), articles 5.1 through 5.6 (with the exception of article 5.1.2) do not apply to crew members employed by the Koninklijk NIOZ. Instead, the Seafarers' Scheme for crew members of the Royal Netherlands Institute for Sea Research (Kon. NIOZ) applies that was agreed between Koninklijk NIOZ and the trade unions represented in the Lokaal Overleg NWO-FOM-CWI-NIOZ.
3. During expeditions lasting several days only, the articles 3.10, 3.11, 3.18, article 4.1, paragraph 1 through 7 (with the exception of the holidays as mentioned in paragraph 3) apply to the category of boarders employed by Koninklijk NIOZ. To this category, the Seafaring Expeditions Scheme applies that was agreed between Koninklijk NIOZ and the trade unions represented in the Lokaal Overleg NWO-FOM-CWI-NIOZ.
4. Changes to the Seafarers' Scheme for crew members of the Royal Netherlands Institute for Sea Research (Kon. NIOZ) have to be approved by the parties involved.

ARTICLE 1.12 *Catch-all clause Working Conditions Catalogue*

1. Trade unions and WVOI-employers have agreed to formulate a Working Conditions Catalogue within three years.
2. On a national level, parties have delegated the authority to local branches. These will determine what can be arranged per employer and the right of consent lies with the Central Works Council.
3. The Working Conditions Catalogue will certainly cover the following fields: working behind a computer screen, climate, building and renovation processes, in-house emergency services and psychosocial workload.

ARTICLE 1.13 HARSHIP CLAUSE

In particular cases one can deviate from the provision in this Collective Labour Agreement and from the established Collective Labour Agreement schemes at institution or employer level, in favour of the employee, if in the employer's opinion the Collective Labour Agreement or relevant scheme does not provide for the particular circumstances of the individual case.