

Chapter 2 Recruitment, selection and employment

Recruitment and selection

ARTICLE 2.1 GENERAL

In consultation with the (Central) Works Council, the employer establishes a selection code with respect to recruiting and selecting personnel, whereby the extant code of the Netherlands Association for Personnel Policy will be taken as a point of departure.

ARTICLE 2.2 EXAMINATION/RE-EXAMINATION

A medical examination only takes place if specific requirements for the performance of the function 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 TENOR OF LETTER OF APPOINTMENT/LABOUR AGREEMENT

The employee will be given a letter of appointment or labour agreement prior to the commencement of his activities; the following will be incorporated herein:

- a. His surname, forename, other initials and date of birth;
- b. Employer's name;
- c. Start date of employment;
- d. Whether this is a fixed-term or an indefinite-term employment. If the employment is fixed-term employment: the term as well as the grounds for employment;
- e. His function and the operational unit, as well as any concrete arrangements on alteration of function or function placement in the framework of broadening employability;
- f. The fulltime and applicable hours to the employee and the size of the actual working week applicable for the employee;
- g. The salary, under specification of the relevant salary scale, the salary number and allowances, if any, and if applicable, the time at which the periodical salary raise will take place for the first time;
- h. The stipulation that the Collective Labour Agreement constitutes an entity with the letter of appointment/labour agreement;
- i. Applicable pension scheme;
- j. Location or locations where the work is executed;
- k. If applicable: the stipulation that employment can be terminated in the situation specified in article 9.6.

ARTICLE 2.4 CHANGES /SUPPLEMENTATIONS TO THE LETTER OF APPOINTMENT/ LABOUR AGREEMENT

The employee will be 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 EMPLOYMENT⁴

1. Employment will be entered into for a fixed or indefinite period of time.
2. A fixed-term employment can be preceded by an indefinite-term employment as specified in ex article 2.6 sub a. (trial period).

⁴ Articles 2.5 through 2.10 only apply to employments effected on or after 1 August 1999 (see article 14.3).
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3. In the letter of appointment or labour agreement it can be determined that a trial period as meant in article 7: 652 of the Civil Code has been agreed upon during which both employer and employee are authorised to terminate employment without taking the provisions of termination into consideration.

The following maximum trial periods apply:

- a. for an indefinite-term employment: 2 months at the most;
- b. for a fixed-term employment shorter than 2 years: 1 month at the most;
- c. for a fixed-term employment of 2 years or longer: 2 months at the most.

ARTICLE 2.6 GROUNDS AND DURATION OF FIXED-TERM EMPLOYMENT

Without prejudice to the provision in article 12.2 (OIOs) a fixed-term employment can only be effected on the following grounds and for the relevant duration:

- a. For assessing whether an indefinite-term employment can be effected, for a maximum of 2 years, the period of which can be extended at the employee's request, once by no more than 1 year.
- b. For a certain period or certain event for a maximum of 3 years, within which period two extensions or three contracts can be agreed on. After the conclusion of the 3rd year or the three contracts, there is still the possibility for a one-off extension of 3 months, which will terminate by law.
- c. For certain work, for a maximum of 6 years, within which a maximum of two extensions can be agreed, to be terminated by law.
- d. A Tenure Track position has a specific reason for appointment which can be accessed in appendix 8 of this Collective Labour Agreement.
- e. The following are not applicable for determining the number of extensions and the maximum duration as meant under a., b., c. and d. of this article:
 1. years of service as OIO/promovendus;
 2. years of service with other employers;
 3. years of service with the employer, with an interruption of more than 3 months;
 4. the extension as meant in article 2.9 paragraph 2.

ARTICLE 2.7 (ANTI-)ACCUMULATION FOR FIXED-TERM EMPLOYMENT

1. An employment, as meant in article 2.6 sub a., cannot accumulate with another fixed-term employment as meant in article 2.6 sub b., article 2.6 sub c and article 2.6 sub d.
2. An employment, as meant in article 2.6 sub b. (certain period/occurrence), can accumulate with an fixed-term employment ex article 2.6 sub c. (certain types of work), on the understanding that the maximum duration of 6 years may not be exceeded and the number of employments does not exceed three.
3. An employment, as meant in article 2.6 sub a. (trial period), cannot accumulate, in terms of time, with a trial period, as meant in article 2.5 paragraph 3.
4. A fixed-term employment effective from 1 August 1999 that, on grounds of article 14.3 of this Collective Labour Agreement, still falls under the RWO regime cannot be extended by any fixed-term employment for any period of time, on grounds of article 2.6 of this Collective Labour Agreement.

ARTICLE 2.8 CONVERSION OF FIXED-TERM

1. A fixed-term employment is converted into an indefinite-term employment by operation of law:
 - a. If after the conclusion of a fixed-term employment the work continues with the employer's apparent consent;
 - b. Upon detection of an incorrect ground for a fixed-term employment;
 - c. If the composition of assigned activities, as meant in article 2.6 sub c., continues after 6 years.
2. An indefinite-term employment will be effected as soon as the circumstances leading to the employment for a fixed-term contract no longer apply, unless there are other objections on other grounds.

ARTICLE 2.9 EXTENSION OF FIXED-TERM EMPLOYMENT

1. A fixed-term employment can only be extended in case of an unforeseen circumstance. An unforeseen circumstance here is understood to be a circumstance that was not known at the time that the employment was effected.
2. When the activities are individual-related and no external time limit has been determined, employment can, at the employee's request, be extended for a certain period of time:
 - a. The duration of the received maternity leave;
 - b. The duration of the received parental leave;
 - c. Special leave on grounds of article 5.11 as regards the prevalent arrangements made in article 18. of the WOR in relation to time devoted to membership activities concerning the Works Council or the Local Consultation.
 - d. The duration/period a person worked part-time (pro rato).
Article 2.8 paragraph 1 is not applicable to these extensions.
3. The request, as meant in the second paragraph, can be rejected if the completion of the project is no longer expected.
4. The maximum number of extensions is two, save for the one-off extension of 3 months as meant in article 2.6 sub b. and the extension meant in paragraph 2.

ARTICLE 2.10 REINSTATEMENT INVESTIGATION FOR FIXED-TERM EMPLOYMENT ON GROUNDS OF ART. 2.6 SUB C.

If a fixed-term employment, on grounds of article 2.6 sub c., has been effected with an/the employee, the employer, in consideration of the scope of his authority, is obliged to put his best efforts forth to investigate whether the employee can be offered another, personality and circumstance-related, suitable function at the end of the effected term, in consideration of the provision in article 9.3 paragraph 4. of this Collective Labour Agreement (accommodating policy).

ARTICLE 2.11 EXTENSION PROVISIONS FOR 'OIOs IN EMPLOYMENT UNDER CIVIL LAW

With reference to article 7: 668a paragraph 5. of the Civil Code (Flexibility & Security) the following specific provisions apply to OIOs with whom a labour agreement has been effected:

1. An OIO's original fixed-term labour agreement can be extended twice at the outside.
2. Jointly, these extensions cannot exceed 12 months.
3. The labour agreements meant in paragraph 2. terminate by operation of law.

