

## Chapter 3 Salary and allowances

### ARTICLE 3.1 GENERAL PROVISIONS

1. The employer pays the salary, allowances and payments for extra monthly services.
2. When the salary, an allowance, as meant in articles 3.8 through 3.14, vacation pay or year-end bonus has 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. One can depart from the first and second paragraph, if in the employer's opinion, particular circumstances give rise hereto.
4. The employee will receive no remuneration for the time during which he, contrary to his obligations, intentionally neglects to fulfil his function. The employer can resolve to stop remuneration also in the cases mentioned in article 9.8 sub a, b and c.
5. In December 2008, employees are entitled to a year-end bonus of 6.1 % of 12 times their monthly remuneration. For a partial-year employment and for part-time employment, the year-end bonus is adjusted in proportion (monthly accumulation).
6. In December 2009, employees are entitled to a structural year-end bonus of 8.33 % of 12 times their monthly remuneration. In 2009 the year-end bonus will amount to a full '13<sup>th</sup> month'. For a partial year employment and for part-time employment, the year-end bonus is adjusted in proportion (monthly accumulation).
7. Employees who were employed on 1 March 2008 will receive a once-only sum of 0.5% of 12 times their salary as is was on the reference date 29 February 2008.

### ARTICLE 3.2 SALARY SCALE AND JOB EVALUATION

1. The employer determines the employee's applicable salary scale, unless employee's manner of functioning dictates otherwise, by taking the nature and level of employee's function in consideration.
2. The employer determines the nature and level of an employee's function within the organization in the framework specified in appendix 1 of this Collective Labour Agreement. This occurs on the basis of characteristics and function typing determined by the research centre employers' associations in consistence with the majority of the employee organizations.
3. If an employee temporarily replaces and exercises another function, the former applicable salary scale will remain in force, without prejudice to the provision in article 3.9.
4. The same salary scale will prevail for an employee with a lower maximum salary unless this is preceded by dismissal, in which case the disciplinary measure will take effect.
5. The fourth paragraph does not apply, if during the determination of the salary scale, specified in the first paragraph, it is also determined that the employee's function is of a temporary nature and the salary scale is thus only temporarily applicable.

### ARTICLE 3.3 COMMENTS/OBJECTIONS TO JOB EVALUATION

1. An employee who objects to the intended decision regarding the valuation can request a reconsideration.
2. For the decision on objections against the determined valuation of a job an FNM-advice committee is created (ex article Awb).
3. More specific rules for submitting and handling considerations and objections are determined in the FNM-objection procedure.

### ARTICLE 3.4 SALARY CLASSIFICATION

1. Upon employment the employee is paid the salary specified for him in the prevalent salary scale after salary number 0.
2. The first paragraph can be departed from and the employer can pay a higher salary, should he deem this necessary.

#### ARTICLE 3.5 SALARY RAISE

1. The employee's salary is raised to the next sum in the salary scale, if, in the employer's opinion, the employee fulfils his 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. Should, in the employer's opinion, the employee fail to fulfil his function properly, the raise in salary will not take place.
4. The raise in salary, as meant in the first and second paragraph, is given when the employee has not yet reached the maximum level of salary in his prevalent salary scale; the first raise is one year after his effective employment, and then each successive year.
5. The date of the salary raise can be brought forward, as a result of the fourth paragraph, if in the employer's opinion there is cause for this.

#### ARTICLE 3.6 ANOMALIES IN SPECIAL CASES

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

#### ARTICLE 3.7 BONUS

1. The employee is entitled to a bonus during jubilees. The employer determines a long service bonus regulation.
2. The sum of the jubilee bonus is at least equal to the sum of this bonus under the regulation as it was in place on 31 December 2006. Lowering the jubilee bonus requires the consent of the employee organisations at the level of the employer.
3. The employee can be granted a bonus and/or extra leave due to special achievements on or other grounds. To this end, the employer determines further rules.

#### ARTICLE 3.8 FUNCTIONALITY ALLOWANCE

1. If in the employer's opinion the employee is delivering very good or excellent work, the employer can reward the employee who has reached the maximum salary in his prevalent salary scale a 1-year allowance.
2. If in the employer's opinion the employee is delivering very good or excellent work and there are grounds or special circumstances, the employer can reward the employee with an allowance for a period longer than 1 year.
3. The allowances meant in the first and second paragraph amount to a maximum of 15% of the employee's prevalent salary.
4. In special cases the organization can arrange a scheme to fulfil the third paragraph or thus deviate from it in favour of the employee.

#### ARTICLE 3.9 SUBSTITUTION ALLOWANCE

1. The employer shall grant an allowance for the duration of the substitution to the employee who is substituting for a function which, according to article 3.2 paragraphs 1 and 2, would lead to a salary scale with a higher maximum salary.
2. The allowance is only granted if the substitution has been in force for at least 30 days, and if no other special circumstances prevent this.
3. Upon full substitution, as meant in the first paragraph, the amount of the allowance is equal to the difference between the salary that the employee receives and the salary that he would receive, if the salary scale with the higher maximum salary had applied to him on the day that the substitution took effect.

#### ARTICLE 3.10 ALLOWANCE FOR IRREGULAR WORK

1. An irregular work allowance is granted to the employee who has a salary scale of up to and including the maximum scale of 10 and who, other than for overtime, carries out work regularly or quite regularly during times other than between 08.00 a.m. and 06.00 p.m. from Monday through Friday.
2. The allowance amounts, per hour worked, to a percentage of the employee's prevalent hourly salary:
  - a. 20% for the hours between 06.00 a.m. and 08.00 a.m. and 06.00 p.m. and 10.00 p.m. on Monday through Friday.
  - b. 40% for the hours between 10.00 p.m. and 06.00 a.m. on Monday through Friday and for the hours on Saturday.
  - c. 70% for the hours on Sunday and holidays as specified in article 4.1 paragraph 3.
3. The percentages specified in the second paragraph are calculated to the maximum of the hourly salary that is derived from the salary allied to salary number 10 of salary scale 7.
4. For the specified morning and evening hours in the second paragraph, under section a., the allowance is only granted if labour commences before 07.00 a.m., or finishes after 07.00 p.m.
5. The employer can make arrangements to complement the provision in the first, second or third paragraph.

#### ARTICLE 3.11 DECLINING ALLOWANCE FOR IRREGULAR WORK

1. If the employee's remuneration undergoes a permanent decrease, the amount of which approximates at least 3% of the sum of the salary and the allowances, meant in articles 3.8 second paragraph and art. 3.14, due to the termination or reduction of an allowance outside of his control, as meant in article 3.10, employer will grant him a declining allowance. This is conditional upon the employee having received the first-mentioned allowance for at least 2 years, without any actual interruptions, effective directly prior to the timeframe of aforementioned termination or reduction thereof.
2. The declining allowance as meant in paragraph 1. will gradually be reduced in as many quarters as the employee has received the allowance in full years as meant in article 3.10.<sup>5</sup>
3. In departure from the first paragraph, the employer will grant to the employee of 60 years of age or older, whose pay is undergoing a permanent reduction, termination or reduction of an allowance, as meant in article 3.10, through no fault of his own, a permanent allowance, provided that he has received first-mentioned allowance directly before the time of aforementioned termination or reduction, for the duration of at least 10 years without actual interruption.
4. The declining allowance, as meant in the first paragraph, becomes a permanent allowance, as meant in the second paragraph, when the employee reaches the age of 60 years and he, immediately prior to the commencement of that allowance, has received an allowance without actual interruption, as meant in article 3.10, for at least 10 years.
5. Actual interruption in the first, second and third paragraph is understood to be an interruption longer than 2 months.
6. In departure from the second paragraph the employer shall grant a permanent allowance to the employee of 55 years and older, whose remuneration has undergone a permanent decline of more than 3% due to termination or declining allowance, as meant in article 3.10, through no fault of his own, provided that the terminated or declining allowance has been granted for at least 10 years without actual interruption. This permanent allowance, as meant in this paragraph, amounts to 5 % of the original allowance and takes effect when the allowance meant in paragraph 2. is less than 50%.
7. This article applies to permanent and declining allowances for irregular work; these are or will be granted after 28 February 2001.
8. The employer can make arrangements to supplement the provision in this article.

#### ARTICLE 3.12 AVAILABILITY AND ACCESSIBILITY OF EMPLOYEE

1. The employer grants an allowance to the employee for whom a salary scale of up to and including the maximum scale of 10 applies and who must always be accessible and available - thus on standby - in order to carry out activities pursuant to a written assignment outside of the employee's prevalent scheduled working hours.

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<sup>5</sup> If the employee has received an allowance as meant in article 3.10 for the duration of 4 whole years, the following declining allowance will apply: 1<sup>st</sup> quarter: 80%. 2<sup>nd</sup> quarter: 60%. 3<sup>rd</sup> quarter: 40%. 4<sup>th</sup> quarter: 20%.

2. The allowance amounts per accessible and available hour to a percentage of the salary allied to the salary number 10 of salary scale 6. The percentage amounts to:
  - a. 5% for the hours on Monday through Friday;
  - b. 10% for the hours on Saturday, Sunday and holidays, as specified in article 4.1 paragraph 3.
3. The employer can make further arrangements to supplement the provision in this article or to deviate from it.

#### ARTICLE 3.13 RECRUITMENT AND RETENTION OF ALLOWANCE

The employer can grant the employee an allowance for reasons of recruitment or retention.

#### ARTICLE 3.14 ALLOWANCES ON OTHER GROUNDS

In special cases the employer can grant an allowance to an employee or to a group of employees on grounds other than specified in the articles 3.8 through 3.13.

#### ARTICLE 3.15 CANCELLATION OF ALLOWANCES

The employer can cancel a granted allowance, if there no longer be grounds for the allowance, unless the employer is of the opinion that there are reasons to maintain the allowance either in part or in its entirety.

#### ARTICLE 3.16 LEVEL AND REMUNERATION OF VACATION PAY

1. The employee is entitled to a pay to the amount of 8% of his received remuneration.
2. Vacation pay amounts to a monthly sum to be specified by the Minister of OCW, unless parties agree otherwise (appendix 1).
3. Vacation pay is paid out once a year over the period of 12 months, effective as from June of the previous calendar year.
4. Upon his dismissal, the employee will receive payment over the time between the end of the last period for which vacation payment was made and the dismissal date.

#### ARTICLE 3.17 RECRUITMENT, RETENTION ALLOWANCE

1. The employer can grant the employee a payment for reasons of recruitment or retention.
2. The payment meant in the first paragraph is granted at the end of a work period that the employer has determined in advance.
3. Further conditions may be attached to the grant of the payment. The employer shall establish these conditions in writing.
4. The employee who has failed to fulfil the conditions specified in the third paragraph, due to reasons that, in the employer's opinion, cannot be attributed to the employee, may still receive partial payment.

#### ARTICLE 3.18 OVERTIME PAY

1. Save for the provision in paragraph 3, the employer will grant overtime pay to the employee whose salary scale runs up to the maximum scale of 10.
2. Overtime is considered to be work outside the employee's prevalent working hours, insofar as the number of regular working hours per working period are exceeded.
3. No payment is granted for overtime that is less than a half hour contiguous to the scheduled daily working hours.
4. The work period meant in the second paragraph is fixed at:
  - a. a day, if the start and end of the working hours are, as a rule, fixed;
  - b. a period of time of at least 7 days, if the start and end of the working hours change in accordance with a previously determined schedule.

5. The payment for overtime shall consist of:
  - a. leave, equal to the number of hours exceeding the number of scheduled working hours per week and next to that of
  - b. a monetary sum, which for each exceeded hour amounts to a percentage of the employee's prevalent hourly salary.
6. The payment in leave will be granted as soon as possible, yet as a rule no later than in the calendar month following the calendar month wherein the excess had taken place, whereby as much consideration as possible will be given to the employee's wishes.
7. If in the employer's opinion the conduct of business dictates a rejection of the leave, then instead of leave a monetary sum will be granted for each hour equal to the employee's prevalent hourly salary.
8. If the work period is 1 day, then the percentage, as meant in the fifth paragraph, under section b, prevails:
  - a. Save for the provision under sections b and c, the number, specified in the table below:
 

OVERTIME EXECUTED BETWEEN	SUNDAY	MONDAY	TUESDAY, WEDNESDAY, THURSDAY OR FRIDAY	SATURDAY
00.00 a.m. and 06.00 a.m.	100	100	50	50
06.00 a.m. and 06.00 p.m.	100	25	25	50
06.00 p.m. and 08.00 p.m.	100	25	25	75
08.00 p.m. and 00.00 a.m.	100	50	50	75
  - b. 50, if overtime is in excess of 2 hours, insofar as this concerns overtime carried out after the first 2 hours on Monday, Tuesday, Wednesday, Thursday or Friday between the hours of 06.00 a.m. and 08.00 p.m., save for the provision under section c.;
  - c. 100, if overtime is carried out on one of the holidays specified in chapter 4 or on the following day between 06.00 a.m. 08.00 p.m.
9. If the work period comprises a period of at least 7 days, then it is the percentage meant in the fifth paragraph, under section b.:
  - a. 50, save for the provision under section b.;
  - b. 100, if the overtime is carried out on Sunday, Monday between 00.00 and 06.00 a.m., on one of the holidays, specified in article 4.1 paragraph 3., or otherwise on the day, following the latter-mentioned day, between 00.00 and 06.00 a.m.
10. To determine the duration of the excess, the hours spent on vacation or leave by virtue of the fifth paragraph, under section a., or by virtue of the other provisions in this agreement, are considered hours worked.
11. Employees who have different salary scales and who carry out similarly assigned activities, as meant in the first paragraph, can in all fairness receive from the employer, in departure from the first through the tenth paragraph, a comparable payment.
12. In special cases the employer can make an arrangement for supplementing the first through the eleventh paragraph or depart from that in the employee's favour.

#### ARTICLE 3.19 NON-ACTIVITY

1. The employee who due to activities resulting from a function in a public-law board for which he is appointed or elected is temporarily dismissed from carrying out his function during that dismissal, will be granted non-activity pay on grounds of the Incompatibility of Office States-General and European Parliament Act.
2. For the application of this article 'compensation' as meant in article 4, first paragraph, under section b., of the law specified in the first paragraph, is understood to be all income relating to the function as meant in the first paragraph.
3. For the application of this article the function of deputy ombudsman is put on a par with a function in a public-law board as meant in the first paragraph.

ARTICLE 3.20 REMUNERATION AND PAYMENT IN CASE OF DEATH AND MISSING PERSONS

1. Remuneration will not be paid out until and including the day of death.
2. Article 5.5 paragraph 2 applies mutatis mutandis when an employee was still entitled to vacation-leave on the date of his death.
3. As soon as possible after his death, the widow, widower or life partner will receive a sum, equal to 3 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, the payment will go to the employee's minor legal, legitimised or legally acknowledged natural, adoptive or foster children. If there also be no such children, then payment will go to parents, brothers or sisters or children of age, provided that the deceased was their provider.
4. The first through third paragraph will apply mutatis mutandis in case the employee is missing, unless there are good reasons to believe that the employee is absent without authority/just cause. The employer shall determine the time at which the employee went missing. Until such time remuneration will continue. In case of unauthorised absence reclamation will take place on that portion which was unduly paid.