

Chapter 5 Vacation and leave⁶

ARTICLE 5.1 Scope of vacation-leave

1. An employee with a full-time employment and a full-time working week annually receives 338 hours⁷ of paid vacation-leave. Employees with part-time employment have vacation-leave claims in proportion, rounded up to full hours.
2. Depending on the age the employee reaches during a calendar year, vacation-leave claims as meant in paragraph 1 are increased⁸ according to the following table:

Age	Increase
45 through 49 years of age	24 hours
50 through 54 years of age	32 hours
55 through 59 years of age	40 hours
60 years and older	48 hours

3. As of 1 January 2009, the age hours are frozen at the level of 31 December 2008. As a transitional measure⁹, employees who turn 45 between 1 January 2008 and 1 July 2010 will receive 24 age hours on a yearly basis. Employees of 45 years of age and over who enter employment from 1 January 2009 will receive age hours based on their age on the reference date 31 December 2008.
4. People employed for part of the calendar year, vacation-leave is calculated in proportion. The employer rounds this calculated vacation-leave up to full hours.
5. The claim to vacation-leave is built monthly and amounts to 1/12 of the annual vacation-leave.
6. Employer can make further arrangements for the execution of the provisions in articles 5.1 through 5.7.

ARTICLE 5.2 WITHDRAWAL OF VACATION-LEAVE

1. As a rule, an employee with a full-time employment and a full-time working week will withdraw at least 130 hours of vacation per calendar year, including the collective company holidays as stated in article 4.1 sub 8.
2. Taking into account the wishes of the employee where possible, the employer shall determine the start and finish dates of the vacation periods, on the understanding that no work will be carried out for at least 2 consecutive weeks per year, or if the employee so wishes, no work will be carried out for the duration of two 1-week periods.
3. In case of pressing reasons in the interest of the service, the employer can cancel the employee's approved vacation, both prior to and during the vacation. The employee shall be refunded if he suffers any monetary damage as a result of the cancellation.

ARTICLE 5.3 OTHER RESTRICTIONS CONCERNING WITHDRAWAL OF VACATION-LEAVE HOURS

1. Holiday-leave should, in principle, be withdrawn during the calendar year in which it was collected.
2. With a full-time employment the amount of vacation-leave at the end of a calendar year should not exceed 80 hours, to be increased with vacation-leave to which another purpose is given by way of AVOM (appendix 6).
3. If the amount of holiday-leave does exceed the maximum as stated in paragraph 2, the employer, in consultation with the employee, will determine for the coming calendar year when these hours will be withdrawn.
4. For employees, employed by a WVOI-employer on 31 December 2003 and having more than 80 hours vacation-leave left on that day, individual arrangements are made to withdraw their hours vacation-leave. This is in order to effect a balance of 80 hours on 31 December 2008 at the latest.

⁶ See appendix 3 for preconditions and further agreements about flexible usage of vacation-leave claims.

⁷ The actual working hours of the employment should, for basic leave claims of 338 hours, always be in the ratio 40/38. Transitional rules in article 14.4 apply to employees who were employed prior to 1 January 2000.

⁸ See also article 6.4 paragraph 5.

⁹ See also article 14.6.

ARTICLE 5.4 PRESCRIPTION OF VACATION-LEAVE HOURS

1. Vacation rights, insofar as they are built up after 1 January 2004, expire 5 years after the last day of the calendar year in which the right originated.
2. Vacation-leave hours¹⁰, insofar as they are built up after February 1 2001 and before 1 January 2004, expire 5 years after the last day of the calendar year in which the right originated.

ARTICLE 5.5 VACATION-LEAVE AND END OF EMPLOYMENT

1. At the end of the employment, the vacation-leave to which one is still entitled should be withdrawn. Arrangements to this end will be made between the employer and employee at an early stage.
2. If, for organizational reasons, it is not possible to take up the remaining leave prior to dismissal, the employee is entitled to payment in the amount of his hourly salary for each remaining vacation hour.
3. If the employee has taken too much vacation-leave prior to the date of his dismissal, he owes the employer a sum in the amount of his hourly salary for each extra vacation hour.

ARTICLE 5.6 VACATION-LEAVE DURING ILLNESS AND DISABILITY

1. The build-up of vacation-leave during illness and disability shall continue for a period of 6 months, on the understanding that these periods are added up if they succeed each other with interruptions of less than 1 month. If the illness or disability lasts for more than 6 months, then in connection with the period of limitation ex-article 5.4, the last half-year of the illness/disability will be taken into account as the vacation rights' build-up period.
2. The build-up and taking of vacation-leave with respect to partial disability shall take place after 6 months, in proportion to the percentage of the time that employee is able to carry out activities, or is active due to the therapeutic effects of work.

ARTICLE 5.7 HOLIDAYS OTHER THAN THOSE SPECIFIED IN ARTICLE 4.1 PARAGRAPH 3

1. If the establishment is closed on a designated religious, national, regional or locally acknowledged holiday, that employee shall be granted leave insofar as the employer's interest does not dictate otherwise.
2. If on a certain day, as meant in the first paragraph, the employee has to carry out work for a number of hours within the scheduled working hours, or during interchangeable full-time or part-time shifts, and he is off duty or ill or on vacation on that day according to the schedule and is thus not obligated to carry out that work, he shall be granted that number of hours as leave on another day.
3. The first and second paragraphs are not applicable if the establishments closing takes place regionally or locally and the employee is elsewhere active, nor during holidays, specified in article 4.1 paragraph 3.

ARTICLE 5.8 SPECIAL LEAVE IN GENERAL TERMS

1. The employee is granted special leave if provisions or circumstances or events occur on (a) day(s) on which he would have otherwise (if the specific circumstances or events had not occurred) carried out activities.
2. Depending on the nature and/or gravity of the circumstances or events specified in the previous paragraph, the employee is entitled to (partial) payment during the special leave.
3. A distinction is made between:

¹⁰ For good order: These do not include ADV hours from this period. They expired each calendar year and were not part of any prescription term.

Short-term special leave:

- a. In connection with special events (art. 5.9);
- b. Contingency leave (art. 5.10);
- c. In favour of activities of employee organizations (art. 5.11);
- d. Other short-term special leave (art. 5.12).

Long-term special leave:

- a. Care leave and palliative care leave (art. 5.13);
 - b. Parental leave (art. 5.15);
 - c. Maternity leave (art. 5.21);
 - d. Seniority leave (art. 5.22);
 - e. Life-course Leave (art. 5.23);
 - f. Other long-term special leave (art. 5.14).
4. Special leave is granted on grounds of a substantiated and timely written request on the part of the employee.
5. Long-term special leave takes effect after the employer has approved the leave, with the conditions attached to that leave.
6. Conditions concerning the extent of the long-term special leave, the manner of remuneration, including the employer and employee contribution to the pension premium and other arrangements, are recorded in writing.

Short-term special leave

ARTICLE 5.9 SPECIAL LEAVE DUE TO SPECIAL EVENTS

1. The employee shall be granted special leave with full pay for:
 - a. for the death of first degree relatives and family: 4 days;
for the death of second degree blood or family: 2 days;
If the employee is entrusted with the interment, cremation and/or is executor of inheritance, this number may be raised to 4 days at the outside;
 - b. For his wife's or life partner's childbirth: 3 days;
 - c. For taking in a foster child in the family: 5 weeks, to be taken within 16 weeks after the child has actually been welcomed into the home.
 - d. For adoption: 5 weeks, to be taken within 16 weeks after the child has actually been welcomed into the home.
2. In departure from the provision in the previous paragraph, the special leave for the sea-faring personnel of the Royal Netherlands Institute for Research at Sea (Royal NIOZ) shall be granted at a later time, should the interest of the service thus require.

ARTICLE 5.10 CONTINGENCY LEAVE

1. For generally unforeseen contingencies which entail short-termed absence/hindrance for the execution of labour the employee will receive in total 40 (non-consecutive) hours of full-paid leave – he is allowed this time in order to arrange for facilities. If this 40-hour maximum leave is exceeded, the employee is entitled to 70% of his pay for each extra hour of contingency leave.
2. The employee shall always be granted permission for absence; the assessment as to whether there was a contingency, will take place in retrospect.

ARTICLE 5.11 LEAVE FOR ACTIVITIES OF EMPLOYEE ORGANIZATIONS

1. The employee will be granted full-paid special leave, unless the employer's interest dictates otherwise:
 - a. for attending employee organization meetings, provided that he takes part as a member of the board or as representative or member of the board of another department thereof: for 120 hours for 1 year at the most;
 - b. if he is appointed to develop administrative and/or representative activities within an employee organization or within the employer's organization, which are intended to support the objects of the association or organization: for 208 hours for the period of 1 year at the most;

- c. for taking part as student in a course, at the invitation of an employee organization: at the most for 48 hours in a period of 2 years.
- 2. The total amount of leave, meant in paragraph 1, shall not exceed 320 hours per period of 1 year, if the employee is a member of an employee organization's central management; in other cases this shall not exceed 240 hours per period of 1 year.
- 3. The employee organizations specified in paragraphs 1. and 2. are associations of persons working at the employer's organization. By virtue of the bye-laws, they aim to protect the interest of their members as employees and as such they possess corporate personality, Alternatively, the employee organizations specified in paragraphs 1 and 2 are central organizations to which the specified employee associations are connected.

ARTICLE 5.12 OTHER SHORT-TERM SPECIAL LEAVE

- 1. The employee will receive full-paid special leave:
 - a. to exercise his right to vote and fulfil a statutory obligation, insofar as this cannot take place in his own free time;
 - b. to visit a (para)medic, insofar as this cannot take place in his own free time.
- 2. Furthermore, the employer can, at his own discretion, grant short-term special leave, irrespective of whether this leave is paid or not.

Long-term special leave

ARTICLE 5.13 CARER'S LEAVE AND PALLIATIVE CARE LEAVE

- 1. To take care of his spouse, life partner, (foster) parents, (foster) child or a relative he lives with, the employee is:
 - a. entitled to full pay carer's leave for a total of 10 workdays per calendar year in case of illness;
 - b. entitled to full pay palliative care leave for serious illness for a total of 1 month per situation. The extent of the carer's leave and palliative care leave is determined in proportion to the employment situation.
- 2. At the employee's request, the palliative care leave, as meant in the first paragraph under section b., may be extended.
- 3. During the first month of the extended palliative care leave, the employee is at any rate entitled to 50% of his pay. Further extension of palliative care leave is in principle unpaid. Extended full-pay palliative care leave has no adverse effects on the employee's pension and social security benefits build-up.
- 4. The employer determines the duration of the extended palliative care leave and whether supplementary conditions will be attached to this, such as the full or partial withdrawal of vacation-leave. The employer shall allow the employee to:
 - a. Turn in vacation-leave and to compensate the unpaid part of the extended palliative care leave as meant in the third paragraph;
 - b. Take vacation-leave, following to the extended palliative care leave.
- 5. The request for leave, as meant in this article may be rejected or cancelled, if pressing business reasons or employer's interest require this.
- 6. The employer can request from the employee to establish a prima facie case that the care of the relative as meant in the first paragraph is necessary due to illness or serious illness.

ARTICLE 5.14 OTHER LONG-TERM SPECIAL LEAVE

- 1. At his request the employee may be granted special leave without pay, for the maximum duration of 1 year, to afford him the guaranteed opportunity of return to fulfil another function with an employer elsewhere.
- 2. The employer can stipulate that vacation-leave rights be taken in part or in their entirety.
- 3. The employee may be eligible for special leave, unless pressing business matters dictate otherwise, to allow him to attend meetings and sittings of public-law boards for which he is appointed or elected and to carry out resultant activities in favour of these boards, insofar as he cannot do this in his own free time.

4. If the employee receives a permanent remuneration for the function for which leave is granted as specified in the previous paragraph, a deduction will be applied to his pay for the time that he is on leave. This deduction will not exceed the amount he would in principle receive as permanent remuneration for the time corresponding with the leave in that certain function.
5. The employee, appointed as a paid manager of an employee organization as meant in article 5.11 paragraph 3., of a central or an international organization of such organizations, may to that end receive special leave without pay for the maximum duration of 2 years.
6. At his request employee can receive long-term special leave on grounds other than the ones specified in paragraph 1 through 4.

Parental leave

ARTICLE 5.15 GENERAL PARENTAL LEAVE

1. Each employee who has worked for the employer for at least 1 year prior to parental leave and who is the biological parent or foster or adoptive parent of a child that has not yet reached the age of 8, will qualify once for unpaid, legal, parental leave for each child. Under certain conditions a part of this leave is qualified as special leave with partial pay (article 5.19 paragraph 2.).
2. For multiple births, employee is entitled to parental leave with respect to each child.
3. Parental leave ends once the child has reached the age of 8, even if the period ex-article 5.16 of this arrangement has not expired.

ARTICLE 5.16 DURATION AND FORMS OF PARENTAL LEAVE

1. At his request, the employee's working hours per week may be reduced by half during the relevant working hours applying to him, for the maximum duration of a consecutive period of 6 months. If so desired parental leave can be into a maximum of three periods of at least 1 month.
2. If so desired, the working hours can be reduced by less or more number of hours per week. In that case the maximum period of leave can be extended or reduced in proportion.

ARTICLE 5.17 RIGHTS DURING PARENTAL LEAVE

1. Vacation rights are only built up for the actual hours worked.
2. In case of a consecutive period of illness longer than 1 calendar month, the employee is entitled, after the expiration of that month, to the suspension of parental leave for as long as the illness continues. During the first month of illness, the level of the remuneration will be based on the employee's right to parental leave pay. In the months of illness that follows the remuneration will once again be based on the original salary that prevailed before the commencement of parental leave.
3. The employee's request for premature termination of leave shall be granted, unless pressing business matters or employer's interest dictate otherwise. The unused leave will be permanently cancelled.

ARTICLE 5.18 APPLICATION FOR PARENTAL LEAVE

1. The employee shall submit a written request to employer at least 2 months prior to the commencement of the desired parental leave.
2. The employer will determine the working hours schedule in agreement with the employee.
3. On grounds of serious reasons due to business matters and employer's interest, the employer may change the distribution of the leave over the week into 4 weeks before the time specified by the employee concerning the start of the leave.

ARTICLE 5.19 REMUNERATION DURING PARENTAL LEAVE

1. Parental leave will be considered as 'special leave without pay', unless the conditions specified in the following paragraph are fulfilled.

2. Parental leave will be considered as 'special leave with partial pay' so long as the child for whom parental leave is granted has not yet reached the age of 4. Over the hours of parental leave will be paid 75 % of the pay. The tax deduction for parental leave linked to the life-course savings scheme is deducted from these 75%¹¹.
3. For the duration of the parental leave, the employer shall, continue to pay the owed pension premium pursuant to the arrangement in the ABP Pension Fund Organization, according to the terms of employment before parental leave. The employee's contribution shall also continue to be based on the terms of employment before parental leave. In case of unpaid parental leave the employer's contribution, also based on the terms of employment before parental leave, will be recovered from the employee.

ARTICLE 5.20 REPAYMENT OBLIGATION

1. The employee shall refund the enhanced remuneration of leave hours if he resigns upon his own request or is dismissed, during the parental leave or within six months after termination of the parental leave, without any rights to dismissal benefit or disability pension.
2. The refund as meant in the previous paragraph is reduced by 1/6th of the total sum, for each month that employment has continued after termination of the enhanced parental leave.

Other leave

ARTICLE 5.21 GENERAL MATERNITY LEAVE

1. In connection with childbirth the female employee has a right to paid maternity leave.
2. The female employee is entitled to maternity leave effective 6 weeks prior to the specified probable childbirth date as given in statement by a physician or an obstetrician. The leave commences ultimately 4 weeks prior to this date.
3. As from the day following childbirth, the female employee is entitled to a maternity leave of 10 weeks. This leave is extended to a maximum of 16 weeks insofar as the maternity leave preceding the probable date of birth has amounted to less than 6 weeks for reasons other than illness.

ARTICLE 5.22 SENIORITY LEAVE SROI-2007

Employees of 59 years of age and older may make use of the Research Centres' Seniority Scheme (SROI-2007), whereby, within certain limiting conditions, they themselves can choose how they wish to reduce their working hours once they have reached the age of 59. The Seniority Scheme is included in full in appendix 2 to this Collective Labour agreement. Until 1 April 2007 the Research Centres' Seniority Scheme applied, as included in the 2005-2006 Collective Labour Agreement for Research Institutes.

ARTICLE 5.23 LIFE-COURSE LEAVE

1. Life-course leave constitutes long-term special leave (article 5.8 paragraph 3) without pay, whereby the employee provides his income by drawing on savings made in the life-course savings scheme.
2. For the duration of the leave, the salary, any allowances, reimbursement of travelling expenses, any other reimbursement of expenses and benefits are not paid for the duration of the leave and the accumulation of vacation-leave hours, vacation pay and year-end bonus is also suspended.
3. With the exception of palliative care leave, care leave and parental leave without pay, the employee may make use of a leave financed by the life-course savings scheme after 1 year after his commencement of employment.
4. A request for long-term leave without pay has to be submitted to the employer in writing at least 3 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 predicted. The employee shall notify the employer of his intention to take parental leave at least 2 months prior to the desired commencement of the leave.
5. When the leave exceeds a full-time period of 3 months, the employee's period date is moved up with the number of entire months by which the leave exceeds 3 months.

¹¹ The gross equivalent of the net tax reduction for full-time parental leave, is taken as a starting point for this.
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6. If the leave-taker falls ill during his leave, the leave continues for a period of 6 weeks and the employee continues to receive his life-course savings scheme withdrawal as income. If the illness persists, the life-course leave will terminate 6 weeks after the first sick day.
7. A pension premium has to be paid for the period of a maximum of 1 year of life-course leave. That pension premium is based on the life-course leave payment received. The premium is divided between employer and employee according to the CAO agreements on long-term special leave variants such as care leave and palliative care leave, parental leave, seniority leave and other long-term special leave (article 5.8 paragraph 3 of the CAO). The obligation to pay a pension premium ends after a year. The employee is then free to arrange pension contributions with the Pension Fund Organisation to continue the pension build-up¹². With regard to part-time leave without pay, the sectoral agreements on the matter apply.
8. If the duration of leave without pay does not exceed the limit of 18 months, the employee will not suffer any consequences in terms of social security for taking the leave (in accordance with the Act of 11 June 1998, Stb 1998, 412.).
9. When the life-course leave has ended the employee will return to his former position, unless the leave lasts longer than 6 months or if other arrangements have been made prior to the life-course leave.
10. If a reorganisation takes place while an employee is taking his life-course leave and this reorganisation involves the employee's position, the employee receives the same treatment as the other employees involved in the reorganisation.
11. The employee saves up life-course scheme credit by participating in the object life-course in AVOM. See appendix 6 under 4.6 Life-course.
12. In individual cases, the employer may deviate from the life-course savings scheme in the Collective Labour Agreement in the favour of the employee.
13. The employer may determine regulations for the life-course savings scheme regarding how the savings scheme and life-course leave are implemented. These may include detailed regulations on duration, extent, time and frequency of the leave, excluding¹³ or limiting certain groups of employees, saving life-course credits as well as withdrawing and paying out life-course credits.
14. Participation in the life-course savings scheme through AVOM terminates:
 1. upon the death of the participant;
 2. upon termination of employment;
 3. if the employee ends his participation in the life-course savings scheme.

¹² The ABP Pension Fund Organisation pension regulations determine that if the life-course savings scheme withdrawal amounts to at least 70% of the pensionable income prior to the leave, the pension build-up is based on the income prior to the leave. If the life-course savings scheme withdrawal amounts to less than 70% of the pensionable income prior to the leave, the pension build-up is based on the actual life-course savings scheme income. In accordance with the ABP Pension Fund Organisation pension regulations, pension build-up may continue throughout a maximum of 1 year of leave without pay.

¹³ OIOs may only take life-course leave for parental leave, care leave and palliative care leave.