Chapter 2 – Recruitment, selection and employment

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.

Article 2.3 Content of the letter of appointment/labour agreement
The employee will be given a letter of appointment or 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 letter of appointment/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 2.5 paragraph 2 and in article 2.12 paragraph 2.

Article 2.4 Changes/supplements to the letter of appointment/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.

PROVISIONS FOR PUBLIC-LAW EMPLOYERS
Article 2.5 General provisions with respect to employment
1. Employment will be entered into for a fixed or permanently term.
2. In cases of external funding, a permanent employment may be effected for which the letter of appointment or employment contract specifies that the employment depends on external funding.
3. A fixed-term employment can be preceded by permanent employment as specified in article 2.6, paragraph 1, below a (trial period).
4. In the letter of appointment or labour agreement it can be determined that a trial period as referred to in article 7:652 of the Civil Code has been agreed upon during which both employer and employee may terminate employment without taking the provisions of termination into consideration. The following maximum trial periods apply:
a. For permanent employment: no more than 2 months.
b. For a fixed-term employment shorter than 2 years: no more than 1 month.
c. For a fixed-term employment of 2 years or longer: no more than 2 months.
Article 2.6 Grounds and duration of fixed-term employment

1. A fixed-term employment can only be effected on the following grounds and for the following duration:
   a. To assessing whether permanent employment can be effected, for a maximum of one year, the period of which can be extended at the employee’s request, once by no more than one year.\(^5\)
   b. For a certain period or certain event for a maximum of three years, within which period two extensions or three contracts may be agreed on. After the conclusion of the third year or the three contracts, there is still the possibility for a one-off extension of three months, which will terminate by operation law.
   c. For certain work, for a maximum of six years, within which a maximum of two extensions may be agreed on, to be terminated by operation of law.
   d. For a fixed-term tenure track position for a maximum of six years.
      1. The tenure track specifies:
         - How the track may be lead to permanent employment
         - The duration of the track
         - The assessment procedure and criteria
         - The consequences of a positive or negative assessment
       2. The decision about whether or not the employment will be made permanent will be taken well in advance, at least one year before the end of the agreed period.
   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. 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, with an interruption of more than three months.
      4. The extension as referred to in article 2.9, paragraph 2.

2. Contrary to paragraph 1, below e (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.

3. In derogation of paragraph 1, the provisions of chapter 12 apply to OIOs.

Article 2.7 Accumulation and non-accumulation for fixed-term employment

1. Employment as referred to in article 2.6, paragraph 1, below a, cannot accumulate with another fixed-term employment as referred to in article 2.6, paragraph 1, below b, article 2.6, paragraph 1, below c and article 2.6, paragraph 1, below d.

2. An employment, as referred to in article 2.6, paragraph 1, below b (certain period/occurrence), can accumulate with a fixed-term employment according to article 2.6, paragraph 1, below c (certain types of work), in that the maximum duration of six years may not be exceeded and the number of employments does not exceed three.

3. An employment, as referred to in article 2.6, paragraph 1, below a (trial period), cannot accumulate, in terms of time, with a trial period as referred to in article 2.5, paragraph 4.

Article 2.8 Conversion of fixed-term employment

1. A fixed-term employment is converted into permanent employment by operation of law:
   a. If at the end of a fixed-term employment the work continues with the employer's apparent consent
   b. If ground for a fixed-term employment is found to be incorrect
   c. If the composition of assigned duties as referred to in article 2.6, paragraph 1, below c continues after six years.

2. This article does not apply to the employment of OIOs.

\(^5\) For employments of more than one year and which were entered into before 27 March 2018, the term as agreed upon when entering into employment remains applicable to assess whether permanent employment can be effected.
Article 2.9 Extension of fixed-term employment
1. A fixed-term employment can only be extended in the event of unforeseen circumstances. Unforeseen circumstances are understood to be circumstances that were unknown when the employment was effected.
2. If the duties are specific to a particular person and no external time limit has been determined, the employment may, at the employee's request, be extended for:
   a. The duration of the pregnancy and maternity leave taken
   b. The duration of the parental leave taken
   c. The prevalent arrangements made pursuant to article 18 of the WOR as to time spent on duties ensuing from membership of the works council or special leave for membership of the local consultation, pursuant to article 5.9
   d. The duration/period that a person has worked part-time (pro rata).
   Article 2.8, paragraph 1, does not apply to these extensions.
3. The request, as referred to in the second paragraph, may be refused if the project is no longer expected to be completed.
4. The maximum number of extensions is two, save for the one-off extension of three months as referred to in article 2.6, paragraph 1, below b, and the extension referred to in paragraph 2 of this article.

Article 2.10 Redeployment assessment for fixed-term employment pursuant to article 2.6, paragraph 1, below c and paragraph 1, below d
If a fixed-term employment has been effected with the employee pursuant to article 2.6, paragraph 1, below c, the employer has a best-effort obligation to investigate whether the employee can be offered another position, within the employer's area of competence, that is suited to their personality and circumstances, with observance of the provision of article 9.5, paragraph 4 of this CAO (accommodating policy).

PROVISIONS FOR PRIVATE-LAW EMPLOYERS
Article 2.11 General provisions with respect to the labour agreement
1. The labour agreement is entered into for a specified or unspecified period. In principle, the labour agreement is entered into for an unspecified period, unless a labour agreement for a specified period is deemed necessary.
2. At the start of a labour agreement with a term of more than six months, a probationary period of no longer than two months may be agreed upon. During the probationary period, both employer and employee can terminate the employment without a notice period.

Article 2.12 Fixed-term labour agreement for employees other than OIOs
1. The term of a fixed-term labour agreement will be determined 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 24-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, Technical, Library, Policy, and Business Operations Job Family, there will be the prospect of a permanent labour agreement, following a fixed-term labour agreement of no longer than two 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 three 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 two years. This labour agreement can be extended once by a maximum period of three months.

7. 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.

8. Contrary to paragraph 7, 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 2.13 Tenure Track**

1. A tenure track can be entered into in a labour agreement for a specified maximum period of six years. This labour agreement can be consecutively extended once by a maximum period of three months.

2. 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

3. 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.

4. 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, with observance of the provision of article 9.5, paragraph 4 of this CAO (accommodating policy).

**Article 2.14 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. The labour agreement of the on-call or substitute worker cannot include the provision that, during the first six months, the worker will exclusively receive remuneration for the number of hours actually worked. After that period, article 7:628(1) of the Dutch Civil Code will apply.

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.

4. The number of hours exceeding the full work week, and the number of hours worked on Saturdays, Sundays and/or holidays, and the number of hours worked between 6pm and 5am, are considered overtime.