Collective Labour Agreement for Research Centres 2006 – 2007

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1. PARTIES

The parties to this collective labour agreement are:
The Research Centre Employers' Associations, on behalf of the research centres:
The Netherlands Organization for Scientific Research (NWO),
Royal Library (KB).

and

The employee organizations:
ABVAKABO FNV,
AC/FBZ,
CMHF/VAWO,
CNV Publieke Zaak.

Parties hereby declare that they entered into this collective labour agreement at The Hague on 12 February 2007.

2. NATURE OF THE COLLECTIVE LABOUR AGREEMENT

This Collective Labour Agreement implements the Decentralisation Terms of Employment for Research Centres Agreement, hereinafter referred to as the Decentralisation Agreement. For the civil servants as defined in the Public Service Act the Collective Labour Agreement in question is not a Collective Labour Agreement in the sense of the Collective Agreements Act (Bulletin of Acts 1927, 415). The parties, however, agree that the articles from the Collective Agreements Act are applicable mutatis mutandis, unless the nature of an article dictates otherwise.

For the employees with a labour agreement under civil law, the Collective Labour Agreement in question is, however, a Collective Labour Agreement in the sense of the Collective Agreements Act and shall be reported as such in the Health and Safety Inspectorate (DCA) of the Ministry of Social Affairs and Employment[1].

With this Collective Labour Agreement, parties exercise their option under the Flexibility and Security Act (Bulletin of Acts 1998, 300) to make anomalous arrangements by CAO regarding the duration of fixed-term employment, extensions, appointments and dismissals for the benefit of those employees to whom the Act directly applies.

[1] The Collective Labour Agreement applies to these employees insofar as the mandatory provisions in the Civil Code do not dictate otherwise.

3. DURATION OF THE COLLECTIVE LABOUR AGREEMENT

1. This Collective Labour Agreement is effective from 1 October 2006 trough 1 January 2008.
2. Save for termination by one of the parties, at the latest three months prior to the expiration date of this Collective Labour Agreement, this Agreement will be annually extended by one year.
3. Interim amendments to the Collective Labour Agreement, proposed by one of the parties, can only be made with the consent of the parties to this Collective Labour Agreement.
4. An interim amendment to the Collective Labour Agreement will in any case be under discussion, if an amendment to the Act or an Order in Council necessitates this.

Preamble

The Netherlands Organisation for Scientific Research (NWO) and the National Library of the Netherlands (KB) are united in the Employers' Association of Research Institutes. In addition to NWO, three other employers reside under the NWO umbrella, namely the Foundation for Fundamental Research on Matter (FOM), the National Research Institute for Mathematics and Computer Science (CWI) and the Royal Netherlands Institute for Sea Research (Kon. NIOZ).
With their circa 3,000 employees, these research institutes play a prominent role in the Dutch knowledge infrastructure. An attractive workplace climate with plenty of room for development, a balanced package of terms of employment and a dynamic and decisive personnel policy are instrumental in recruiting, motivating and committing suitable staff. Through highly-educated professionals and highly qualified supporting technical and administrative staff, the employers within the research institutes wish to stimulate, initiate and conduct groundbreaking high-quality research, to disseminate the results of this research in articles, dissertations, contributions to conferences etc., and to contribute to the education of researchers and technicians.

The ageing population and the increasing international competition will lead to a shortage on the labour market. The expected shortage of well-educated professionals will especially affect research institutes. Another point of concern is maintaining the right knowledge. At the same time, employers and employees need to remain alert that competences in certain positions do not become outdated. A better effort can be made within the WVOI to bring about innovation and broadening of expertise. For this reason, policies will be aimed at a coherent approach to employees in all age groups. It is expected that in the future employees will continue to work to a more advanced age, a prospect both employer and employee need to be prepared for. Aside from the employee's own responsibility, the employer demands more attention to a proper balance of incentives and conditions to ensure that employees actually take the opportunities for broadening, continuing education and internal transfers.

In this seventh Collective Labour Agreement for Research Institutes the parties have succeeded in reaching a number of agreements that indicate a balance between good employer principles and good employee principles, wherein the research institutes offer an attractive and well-balanced package of working conditions.

<u>Income Development</u>

- As of 1 February 2007 all salaries will be increased by 2 %, with an additional 0.15 % because the special leaves for relocation, marriage and drawing up a cohabitation deed have been cancelled.
- As of 1 January 2007, the nominal year-end bonus of € 380 is converted into a structural increase of the percental year-end bonus of 4.1 % to 5.4 %.
- As of 1 January 2007, the 0.8 % contribution to the life-course savings scheme is converted into a structural pensionable contribution to the life-course savings scheme of 0.7 %, which is subsequently added to the regular year-end bonus.

Employability

Within the framework of employability, agreements have been reached in this Collective Labour Agreement that are aimed at:

- supporting OIOs in their career orientation;
- motivating employees over the age of 45 to continue to actively participate in working life. For instance, employees may use age-related leave for activities in which they can gain new knowledge and experience;
- giving employees aged 59 and over the opportunity to actively participate in working life for longer through a new customised seniority scheme.

Social Security

Under the Statutory Unemployment Scheme for Research Centre Personnel (BWOI), parties have reached the following agreements for employees who become unemployed on or after 1 April 2007:

1. Instead of the supplement to the salary-related dismissal benefit of 3% for 2 months and 8% for 10 months, a bonus payment is introduced for accepting regular employment from a position of unemployment without claiming further unemployment benefit. The bonus amounts to half a gross monthly salary upon entering employment within the first six months of unemployment, and a quarter of a gross monthly salary in the following six months.
2. For those who are aged 41 or over on the first day of unemployment, a bonus of € 3,000 gross is introduced, which will be paid upon entering regular employment from a position of unemployment, provided this actively ends the entitlement to unemployment benefit and payments over and above the statutory minimum.
3. For employees aged 52 and 53, the duration of uninterrupted unemployment benefit is fixed at 9 years. This measure was taken because the legal period of entitlement to unemployment benefit has been reduced.
4. Those who are aged 45 or over on the first day of unemployment and have a length of service of at least 12 years are entitled to uninterrupted unemployment benefit until the age of 65.
5. The length of service criterion is changed to length of service at institutions governed by the CAO-NU and institutions governed by the CAO-OI.

Other agreements:

- As of 1 January 2007, when an employee takes parental leave, he will receive 75 % of his pay over the hours of his leave. This includes the tax deduction for parental leave linked to the life-course savings scheme.
- This CAO-OI includes a life-course savings scheme which provides the conditions for participation in the scheme and its consequences to conditions of employment, pension and social security.
- Parties agree to make a study of a more flexible system of rewards as well as a study to explore which customised conditions of employment may be developed.
- As of 1 January 2007, the employer contribution for child care is cancelled and the 2007 financing plan measure is implemented.
- Under article 9.13, paragraph 3 of the Collective Labour Agreement, dismissal can be suspended for no longer than 16 weeks after the date of the dismissal decision.
- As of 1 January 2007, the CAR NWO/FOM/CWI/Kon. NIOZ is cancelled and its provisions are implemented in the CAO-OI.

NB: The masculine form in this Collective Labour Agreement text also applies to the feminine form.

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	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'.
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 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.

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 l., the OI Collective Labour Agreement is applicable mutatis mutandis, unless one of the parties indicates its need for consultation with respect to this issue.

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

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 RIGHTS[3]

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] For more information on intellectual ownership see: www.octrooibureau.nl

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. 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 HARDSHIP 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.

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 EMPLOYMENT[4]

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).
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[4]

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. The following are not applicable for determining the number of extensions and the maximum duration as meant under a., b. and c. 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.

[4] Articles 2.5 through 2.10 only apply to employments effected on or after 1 August 1999 (see article 14.3).

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. and article 2.6 sub c.
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 RWOO 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.

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 2006, employees are entitled to a structural year-end bonus of 4.1% of 12 times their monthly remuneration. In addition to this, employees receive a nominal year-end bonus of € 380 gross. For a partial year employment and for part-time employment, the year-end bonus is adjusted in proportion (monthly accumulation).
   As of 1 January 2007, the nominal year-end bonus of € 380 is converted into a percental year-end bonus. The percental year-end bonus for 2007 amounts to 5.4%.
   The year-end bonus has a minimum of €1000 for full-time employment.
6. In December 2006 and 2007 every employee receives a non-pensionable contribution to the life-course savings scheme of 0.8%. As of 1 January 2008, this 0.8% contribution to the life-course savings scheme is converted into a structural pensionable contribution to the life-course savings scheme of 0.7%, which is subsequently added to the regular year-end bonus.

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.[5]
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

[5] See transitional provision in article 14.4.

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.[6]
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 50 % 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.
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.

[6] 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: 1st quarter: 80%. 2nd quarter: 60%. 3rd quarter: 40%. 4th quarter: 20%.

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.[7]
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.

[7] For the sake of 'Marine Research' the 'Marine Expeditions Scheme' as it was in place on 31 December 2006 is maintained until new arrangements have been made in the Local Consultation.

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 and vacation pay 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.

Chapter 4 Duration of work and working hours

ARTICLE 4.1 DURATION OF WORK

1. In consideration of this chapter and of the provision in or by virtue of laws containing prescriptions for reducing the duration of work, the employer shall determine a working hours schedule for employees. A working hours schedule is understood to be a schedule drawn up for a period longer than one week, which is made known in advance and which states the beginning and end of daily working hours.

2a. The duration of work is on average no more than 38 hours a week. The actual working week will be relieved by substantial breaks.

b. The actual working week depends on the application of vacation-leave hours, in accordance with appendix 3. The employer determines the actual working week.

3. No work will be carried out on Saturdays and Sundays, New Year's Day, Easter Monday, 5 May, Ascension Day, Whit Monday, both Christmas and Boxing Day and the Queen's Birthday. In addition, employees are entitled to exchange (a) day(s) of leave, for a free day on other religious holidays and anniversaries.
4. The third paragraph can only be departed from if the employer's interests so dictate and in consideration of the following:
   a. No labour shall be carried out on at least 13 Sundays in a period of 6 months;
   b. Employees shall be allowed to enjoy the Sunday peace as much as possible and shall be afforded as much opportunity as possible to visit their church on Sundays and on their religious holidays. For employees who have informed the head of their department that they belongs to a religious community that celebrates the weekly day of rest on the Sabbath or the Seventh Day, the provision with respect to Sunday shall, upon request, be applied mutatis mutandis with respect to the Sabbath or the Seventh Day. This article applies mutatis mutandis to employees with other religious beliefs. Employees will be allowed to take a workday off on those religious holidays applying to them;
   c. The working hours schedule is arranged in such a manner that the employee preferably has a day off in, or at least over each 7-day period, for at least 2 preferably successive days, days where a maximum of 2-half days can be split.
5. The established working hours arrangement can only be departed from, if the employer's interest makes this inevitable or in case of special circumstances, provided that arrangements are made for the employee to enjoy at least 36-hour uninterrupted hours of rest during the relevant period of 7 days.
6. The determination of a working hours arrangement, as meant in the first paragraph, can be waived in special cases. In those cases the second through the fifth paragraph will be applied mutatis mutandis.
7. The employee of 55 years of age and older will not be assigned any activities which are to be carried out between 10.00 p.m. and 06.00 a.m., unless:
   a. There is a question of pressing reasons in the interest of the service and the Working Conditions Service have stated that there are no objections to assigning the activities;
   b. This concerns a part of the service that continues after 10.00 p.m. and ultimately ends at 00.00 a.m.;
   c. The employee consents to the assigned service.
8. With the permission of the COR, the employer can annually determine collective company holidays. Collective holidays come to the account of annual part of the vacation-leave that can actually be used for vacation, as meant in article 5.2 sub 1.

ARTICLE 4.2 Over-60 SCHEME

The employee of 60 years of age and older shall, at his request, be granted permission to reduce his 8-hour daily workday by a half hour with full pay.

Chapter 5 Vacation and leave[8]

ARTICLE 5.1 Scope of vacation-leave

1. An employee with a full-time employment and a full-time working week annually receives 338 hours[9] 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 increased[10] 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. 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.
4. The claim to vacation-leave is built monthly and amounts to 1/12 of the annual vacation-leave.
5. 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.

[8] See appendix 3 for preconditions and further agreements about flexible usage of vacation-leave claims.
[9] 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.
[10] See also article 6.4 paragraph 5.

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).
2. 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.
3. 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 vacation-leave. This is in order to effect a balance of 80 hours on 31 December 2008 at the latest.

ARTICLE 5.4 PRESCRIPTION OF VACATION 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 days[11], 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.

[11] 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.

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:

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 l, 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 and insofar as, after article 5.16 paragraph 2 has been applied, at least 8 of the scheduled weekly working hours will remain. In this case 75 % of the pay will be paid over the hours of leave until 1 January 2007. From 1 January 2007, the tax deduction for parental leave linked to the life-course savings scheme is deducted from these 75 %[12].
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, 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

From 1 April 2007 onward, employees of 59 years of age and older may make use of the new 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 new Seniority Scheme is included in full in appendix 2 to this Collective Labour agreement. Until 1 April 2007 the Research Centres' Seniority Scheme applies, as included in the 2005-2006 Collective Labour Agreement for Research Institutes.

[12] The gross equivalent of the net tax reduction, which in 2007 amounts to € 650 a month for full-time parental leave, is taken as a starting point for this.

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 days, 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.
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-up[13]. 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 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. 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, excluding[14] 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.

[14] OIOs may only take life-course leave for parental leave, care leave and palliative care leave.

Chapter 6 Training, employability and career development

ARTICLE 6.1 POINTS OF DEPARTURE FOR TRAINING

1. The employee has a right and an obligation to training.
2. Two types of training exist:
   a. Training in the framework of a proper exercise of the current or (demonstrable) future function;
   b. Training in the framework of broadening employability in the organization or elsewhere.

ARTICLE 6.2 PAYMENT AND LEAVE

In consideration of the provision in article 6.3, the following payment and leave arrangements apply:

1. If the training as meant in 6.1 paragraph 2 sub a and b is desired by employer, full study leave will be granted and the training costs will be paid in full.
2. If the training as meant in 6.1 paragraph 2 sub a is desired by the employee, full study leave is granted and the study costs are paid in full.
3. If the training as meant in 6.1 paragraph 2 sub b is desired by employee, at least 50% study leave is granted and half of the study costs are paid. Supplementary arrangements can be made for this.

ARTICLE 6.3 PROCEDURE

1. Annually employer and employee will make an arrangement on the necessary and desired training. This arrangement can be made in the framework of a performance or assessment interview, or at any other time.
2. Both the employer and employee can take the initiative and suggest training.
3. The aim is to reach agreement. If no agreement can be reached, the employer may:
   - Impose an obligation to training as meant in article 6.1 paragraph 2 sub a
   - Decide not to grant permission for training/payment:
     In both cases the decision is open to objection or to appeal in the sense of the General Administrative Law Act (Awb). (The corresponding, relevant procedure also applies to employers under civil law).

ARTICLE 6.4 CAREER DEVELOPMENT

1. At least once every 5 years the employer and employee shall agree on a plan for the required and desirable development of the employee within or outside the organization's department. This Personal Development Plan (POP) – which includes arrangements on the necessary investment in time and money in conformity with articles 6.1 and 6.2 – shall be in writing. Progress and (re)adjustments shall be discussed in the annual performance or assessment interview.

2. Once every 5 years employee is entitled to a professional advice on his career development. The employee may indicate in a performance and assessment interview when he wishes to make use of this right. The results of this advice will be incorporated in a Personal Development Plan to be drawn up in conformity with paragraph 1 of this article.
3. In imitation of the arrangements made in the framework of paragraph 1 of this article the employee may be transferred to another function for a maximum period of 2 years, or be assigned tasks to gain specific experience. Prior to this, written arrangements will be made as to the objective, term, coaching and assessment of the period of experience and the follow-up to this. During the career placement, the employee is entitled to the salary connected with the function, unless the extent of the training element occasions otherwise. Following the termination of the career placement, the employee is entitled to a function equivalent to what he had at the time that the career placement started. As from that moment the employee is also entitled to the salary that he would have received, had he not received a career placement.
4. Within the framework of employability, agreements have been reached that are aimed at supporting OIOs in their career orientation and in particular in the fields of training and developing competences (see article 12.5 paragraph 5).
5. In order to encourage employees over the age of 45 to continue to actively participate in working life, they are given the opportunity to use age-related leave for activities in which they can gain new knowledge and experience.
6. In agreement with the Works Council the employer may formulate supplementary policy with respect to career options.

ARTICLE 6.5 FURTHER RULES

In pursuance of the provision in this chapter the employer can determine further rules.

Chapter 7 Performance and assessment

ARTICLE 7.1 PERFORMANCE INTERVIEW

1. At least once a year a performance interview shall take place in which the executive and employee will discuss matters like the employee's employability, career development and training.
2. The employer will, at any rate, establish further rules concerning:
   - The objective;
   - The subjects;
   - The participants;
   - The frequency;
   - The written records of the performance interview.

ARTICLE 7.2 ASSESSMENT INTERVIEW

1. An assessment will be made over a minimum period of time 6 months and maximum of 24 months.
2. The employer will determine the rules for the format of the assessments which in any case contain:
   - The manner in which an assessment takes place;
   - The written records of the assessment;
   - The assessment criteria that are maintained;
   - A procedure of objection for employees within the scope of application of the Awb;
   - A complaints procedure for private law employees.

Chapter 8 Social security

ARTICLE 8.1 PENSION

1. With respect to the pension provisions of the employee who is regarded as a public servant under the ABP Privatisation Act (Stb. 1995, nr. 639), the provisions in the Pension Scheme of the ABP Pension Fund Organization apply.
2. Employees of 55 years and older who voluntarily, with permission of the employer, choose for demotion, can make use of the possibility the ABP offers to retain their pension build-up on the salary level of their former position.

ARTICLE 8.2 ILLNESS AND DISABILITY

1. The following provisions are applicable to the employee and the former employee, as meant in article 8.1 who due to illness or disability is partially or completely encumbered in carrying out work:
   a. The ZAOI;
   b. The Pension Scheme of the ABP Pension Fund Organization.
2. The employers have a collective obligation to put their best efforts forth with respect to reinstating partially disabled employees within the organizations connected to WVOI.
3. In the event of illness, salary payments are maintained at 100 % in the first 12 months and reduced to 70% in the next 12 months. If the employee carries out work within the framework of reintegration, he will be paid 100 % over the hours worked. However, these hours must actually be productive. Taking a course for reintegration purposes is also considered productive. When the employee works for 50 % or more of his working hours in the second year of his illness, he will receive not 70% but 85% of his pay over the remaining sick leave hours. These agreements came into effect on 1 September 2005 and apply to employees who fell ill on or after 1 September 2004.

ARTICLE 8.3 UNEMPLOYMENT

The part-time or full-time unemployed employee may lay a claim to a dismissal benefit in pursuance of the WVOI, provided that he meets the provisions and conditions of the relevant decree.

Chapter 9 Dismissal

ARTICLE 9.1 GENERAL PROVISIONS

1. The employer authorised to effect employment grants dismissal. The written dismissal decision specifies the commencing date of dismissal.
2. Upon dismissal, the employer will notify in writing the party involved that in order to be eligible for a benefit pursuant to the WVOI, he is under obligation to register himself as job seeker, ultimately on the first day of unemployment, at the Centre for Work and Income /Job Centre. Within 3 weeks of unemployment he is to submit to the UWV-USZO an application for benefit, without prejudice to other obligations and provision in the BWOI.
3. The employer is under obligation, upon termination of the employment to furnish a letter of recommendation to employee if so desired. The letter of recommendation contains at any rate the start and finish date of employment and the function(s) in which the employee was active during the course of his employment as well as the working hours per day/week.
4. As a rule honourable dismissal is granted.

ARTICLE 9.2 EMPLOYEES REQUEST FOR DISMISSAL AND NOTICE PERIOD

1. At his request, employee shall be granted honourable dismissal.
2. The first paragraph may be departed from if criminal proceedings regarding a serious offence have been instituted against the employee or if dismissal is being considered as a disciplinary measure.
3. The employee's term of notice consists of a minimum of 1 and a maximum of 3 months.
4. If the conduct of business thus necessitates this term can be extended to 6 months at the most, whereby in all fairness first the interests of the employee will be taken into consideration.
5. The employee's term of notice is never longer than that of the employer's. If the employee's agreed term of notice exceeds 1 month, the same term of notice will be applied to the employer.
6. The notice period can be shortened by mutual consent. If this occurs on the initiative of the employer, the salary plus vacation pay will be paid over the remaining notice period.

ARTICLE 9.3 TERMINATION OF FIXED-TERM EMPLOYMENT

1. The fixed-term contract terminates by law if at the commencement of that employment an expiry date or an objectively to be specified end situation may be laid down.
2. The employee can terminate employment prematurely, provided that the following notice period is taken into consideration:
   a. 3 months, if the employee had at least been in employment for at least 12 consecutive months at the time of the notice;
   b. 2 months, if the employee had been in employment for at least 6 months yet less than 12 consecutive months at the time of the notice;
   c. 1 month, if the employee had been in employment for less than 6 consecutive months at the time of the notice. One can depart from the provision in this paragraph in favour of the employee.

3. In departure from the provision in the previous paragraph, in case of dismissal in the framework of reorganization, the extended notice periods such as has been agreed in the relevant Social Policy Framework, Social Statutes or Reorganization Guide apply.
4. The employee is entitled to an accommodating policy in conformity with the organization's prevalent Social Policy Framework including the terms set out therein, if a fixed-term employment or a succession of fixed-term employments constituting a period of more than 2 years has been terminated by the employer or by operation of law, irrespective of whether this termination is premature.

ARTICLE 9.4 DISMISSAL PROHIBITIONS

1. Termination cannot take place during a female employee's pregnancy, nor during maternity leave, nor, if she has resumed her work within 6 weeks following end of the maternity leave.The employer can require a statement from a physician or obstetrician in corroboration of the pregnancy.
2. Termination cannot take place if employee has appealed, in or out of court, to the principle of equal treatment of men and women.

ARTICLE 9.4a DISMISSAL DURING TRIAL PERIOD

Both the employer and employee may terminate employment during the trial period as meant in article 2.5 paragraph 3 without observing a notice period.

ARTICLE 9.5 DISMISSAL DUE TO DISCONTINUANCE OF FUNCTION OR REDUNDANCY

1. The employee may be granted honourable dismissal:
   a. Due to discontinuance of his function;
   b. Due to redundancy of personnel as a result of change in the organization's department where the employee is active, or as a result of cut-down on activities in said department.
2. Dismissal on one of the grounds mentioned in the first paragraph can only take place if careful investigation shows that it is not possible to assign activities to the employee within the employer's scope of authority and which are suited to his personality and circumstances, or if the employee refuses to accept such activities. The point of departure for assigning suitable activities is to combat the creation or increase of actual inequality, thus priority will be given to female employees.
3. Dismissal on one of the grounds mentioned in the first paragraph will take place no later than one year after publication of the redundancy or the discontinuance of the function. In case of reorganisations a longer period may be agreed on within the Local Consultation.
4. Dismissal due to the redundancy of employees who have a permanent employment will take place in the following order of ranking:[15]
   a. Those who have 35 or more pensionable employment years, whereby senior citizens are prioritised to juniors;
   b. Those who have not yet exceeded the age of 35 years, to begin with those who have served the fewest years in civil services, including years served at a Dutch university or a Dutch university hospital;

[15] For employers under civil law the 1945 BBA applies unimpaired.

c. Those who have served the fewest years in civil service.
   To calculate the number of years in public service the time devoted to the care of the 0-4-year old (to a maximum of 6 years in total) biological, step or foster children belonging to the employee's household is partially taken into consideration.

5. If the interest of the employer so requires, the ranking order in the fourth paragraph for issuing dismissal may be departed from. If the redundancies in that case amount to more than 1% of the number of employees with an indefinite-term contract at the relevant organization's department, with a minimum of 5, then this shall occur according to a certain pre-determined plan.
6. A notice period of at least 3 months will be taken into consideration for dismissal on grounds of the first paragraph, depending on the Social Policy Framework.
7. Having been relocated from the department where he had worked on grounds of the objections he has raised as regards his personal circumstances, which the employer has accepted to be valid and reasonable, the employee shall be granted honourable dismissal if, he cannot reasonably be expected to conform to the relocation, unless the employer deems it possible to assign other suited activities to the employee, against which the aforementioned objections will not apply.
8. The employee can still be granted honourable dismissal during a maximum period of 1 year after having fulfilled the activities assigned to him as a result of this article, if those activities appear to be unsuited to him. To this end no notice period is necessary.

ARTICLE 9.6 DISMISSAL AS A RESULT OF END OF EXTERNAL FINANCING

The employee with an indefinite-term contract, which is dependent on external financing as is evidenced from his letter of appointment or labour agreement, may be granted dismissal if that financing has come to a stop. The grounds for this dismissal are discontinuance of the function or redundancy without there being a reorganization. The accommodating policy and the Social Policy Framework are applicable.

ARTICLE 9.7 DISMISSAL AS A RESULT OF FLEXIBLE PENSION AND RETIREMENT (FPU)

1. The employee that requests dismissal with view to a benefit in pursuance of the Flexible Pension and Retirement Scheme (FPU) will be granted dismissal, if the board of the ABP Pension Fund Organization have decided that there are grounds for a benefit in pursuance of the FPU scheme. The dismissal takes effect on the same day that the benefit commences.
2. This article also applies if and insofar as there is a part-time use of the FPU scheme.
3. Where possible article 9.2 is applicable mutatis mutandis.

ARTICLE 9.8 DISMISSAL DUE TO ILLNESS AND DISABILITY

In case of illness and disability dismissal is prohibited during a period of two years. This prohibition on dismissal shall not apply if the employee refuses without sound reasons to:

a. Comply with the reasonable instructions assigned by employer or an expert appointed by him, and/or to cooperate in activities assigned by employer or an expert designated by him, or to comply with any arranged measures which will enable him to carry out his own or other suitable work.

b. Carry out suitable work that the employer has arranged for him. 'Suitable work' in the framework of this article is understood to be all work befitting the employee's strengths and competencies, unless acceptance due to reasons of physical, mental or social nature cannot in all fairness be expected of him.
c. Cooperate to the drafting, evaluation and (re)adjustment of a plan of approach as meant in article 25 paragraph 2 WIA[16].

ARTICLE 9.9 DISMISSAL DUE TO ACCEPTANCE OF A PUBLIC FUNCTION

1. The employee shall be granted honourable dismissal if, due to the acceptance of a function in a public-law board, to which he has been appointed or elected, he is temporarily relieved from fulfilling his function, and after discontinuing to hold that function he, in the employer's opinion, cannot be reinstated to active duty.
2. Honourable dismissal shall also be granted to the employee who after the conclusion of long-term special leave, cannot, in the employer's opinion, be reinstated in active service.
3. Honourable dismissal shall be granted to the employee who accepts an appointment as a minister or vice-minister, on the day of accepting this function.

ARTICLE 9.10 DISMISSAL FROM INDEFINITE-TERM EMPLOYMENT

1. Other than at the request of the employee, by virtue of disciplinary measure or in pursuance of the Incompatibility of Office States-General and European Parliament Act, or the articles 9.5, 9.6, 9.7, 9.8 and 9.9 of this Collective Labour Agreement, the employee with an indefinite-term employment can be dismissed on grounds of:
   a. Failing to meet a requirement for eligibility, as stipulated by the employer in a scheme prior to appointment, unless the requirement is only applicable prior to the commencement of the function;
   b. The lack of a residence or work permit;
   c. An irrevocable judicial decision whereby the employee is placed under guardianship;
   d. The occurrence of committal for failure to comply with a judicial order for debts by virtue of an irrevocable judicial decision;
   e. An irrevocable sentence regarding custodial sentence for a criminal offence;
   f. Continuing disability, due to illnesses or shortcomings, which will impede the fulfilment of his function, as appears from continuance of the procedure meant in article 20 of the ZAOI. This dismissal can also be granted to part-time employers. After full dismissal only a part-time employment can be effected with the employee, subject to suitable work in the employer's organization;
   g. Incompetence or disability other than on grounds of illness or physically incapabilities for the function held by him;
   h. Furnishing incomplete or incorrect information for or in connection with employment or medical examination, without which he would not have gained either employment or approval, unless the employee can convince employer that he acted in good faith;
   i. Reaching retirement.
2. Honourable dismissal will be granted on grounds of the first paragraph under sections a, f, g and i.
3. In case of a dismissal on grounds of the first paragraph, under sections a or g, a notice period of 3 months is taken into consideration. No notice period needs to be taken into consideration for granting dismissal on grounds of sections b, c, d, e, f, h. and i.

[16] See Eligibility for Permanent Invalidity Benefit (Restrictions) Act, Bulletin of Acts, 2001, 628.

ARTICLE 9.11 DISMISSAL ON OTHER GROUNDS

1. The employee with an indefinite-term employment may also be honourably dismissed on grounds other than those mentioned in this Collective Labour Agreement.
2. In case of dismissal in pursuance of the first paragraph, the employer shall make an arrangement whereby the employee will be given a fair and reasonable benefit.

ARTICLE 9.12 REINSTATEMENT EFFORT

In the case, meant in article 9.10 first paragraph, under section g (incompetence or unsuitability other than on grounds of mental and physical incapacity), the employer shall, prior to dismissal, seek whether employee can be transferred to another suited function within his scope of authority, in consideration of his personality and circumstances, unless the shortcoming is the relevant employee's own fault or doing.

ARTICLE 9.13 OBJECTION TO DISMISSAL DECISIONS

1. The employer shall set up an advisory committee, as meant in article 7:13 of the Awb to decide on objections to dismissals.
2. The advisory committee meant in the first paragraph, consists of a chairman and two members. The employer appoints both members and the chairman. A member is appointed on the recommendation of the employer and a member on the recommendation of the employee organizations. Both members nominate the chairman, as meant in article 7:13, first paragraph under section b of the Awb. By the same token, a substitute member will also be appointed for each member, and for the chairman, a substitute chairman.
3. A dismissal on the grounds of articles 9.3, paragraph 2, 9.5 paragraph 1 and 9.10 paragraph 1 under section a and g shall not take effect any earlier than 1 week after the employer has reached a decision on objections to dismissal as referred to mean in paragraph 1.
4. This article does not apply to the employer under Civil Law, as the 1945 Special Decree on Labour Relations (BBA) is hereby applicable.

ARTICLE 9.14 DISMISSAL AFTER REINSTATEMENT

If the employee has been offered a suitable function during the time that he is entitled to reduced pay by virtue of the Rijkswachtgeldbesluit 1959, or to a benefit by virtue of Allowance for Benefits Scheme 1966 or the BWOI, or to supplementation, as meant in chapter 1 of the ZAOI, and if it appears within one full year of service that this function does not suit him after all, he may be granted honourable dismissal from that function within that timeframe, this dismissal will be granted, which dismissal, with respect to his right to benefits, shall be deemed to be through no fault of his own.

Chapter 10 Payments and benefits

ARTICLE 10.1 PAYMENTS/ALLOWANCES

1. Insofar as on 31 December 2006 the employer provides compensation towards or reimbursement of the costs mentioned below, in compliance with paragraphs 2 through 4, the employer lays down rules concerning payment or allowance for:
    a. travel and accommodation expenses incurred for business trips at the employer's behest;
    b. necessary commuting fare within the Netherlands;
    c. costs incurred through the use of telecommunications devices;
    d. costs of a meal in the case of overtime by order of the employer;
    e. costs of relocations to and from abroad;
    f. costs related to printing the dissertation;
    g. other costs considered necessary by the employer.
2. The sum of the commuting fares payment as referred to in paragraph 1 section b is at least equal to the sum of this payment as it was on 31 December 2006. Lowering the commuting fares payment requires the consent of the employee organisations at the level of the employer.
3. In accordance with tax laws, costs as referred to in paragraph 1 section c are only paid if the telecommunications devices are used and/or installed for the purpose of work activities.
4. Costs of relocations to and from abroad as referred to in paragraph 1 section e include in any case the necessary travel and transport expenses.

ARTICLE 10.2 BUSINESS EXPENSES

1. The employee is entitled to the payment of necessary costs incurred in the exercise of his function.[17]
2. Prior to incurring the expenses the employee must submit a substantiated request for the payment of the costs specified in paragraph l. The employer will decide on this.

Allowances for Relocation in the Netherlands and Temporary Accommodation

ARTICLE 10.3 FUNCTIONAL RELOCATION OBLIGATION

As a rule, the employer shall not impose a relocation obligation on the employee. Only if the employer is of the opinion that the employee, in connection with the proper practice of the function, should live in the vicinity of the operational base, is it possible to impose a substantiated written functional relocation obligation on the employee as meant in article 1.5 under 17.

[17]To guarantee the employee's employability as well as the quality in the practice of the function, he is entitled to payment for incurred professional expenses. Parties have predominantly considered expenses the likes of convention visits, professional literature, travel and accommodation costs.

ARTICLE 10.4 ALLOWANCES FOR RELOCATION AND TEMPORARY ACCOMMODATION

1. For necessary relocation costs (being refurbishment expenses and transport costs) in connection with relocation or transfer in the Netherlands an allowance or payment will be provided.
2. The following qualify for a relocation costs allowance:
   a. the employee with an indefinite-term contract or with a prospect thereto;
   b. the employee with a temporary contract of 2 years or more that at the time of relocation will still be in force for 1 year or more.
3. The employee meant in paragraph 2 who will be living within a 30 km[18] radius of the operational base, shall receive a one-off allowance for the costs of refurbishment and full pay for transport costs in transferring household effects.
4. The employee is allowed rights to payment and/or allowance as meant in the previous paragraph only if his operational base changes.
5. Employees have to have submitted their request for a relocation allowance to the employer within six months after relocation.

ARTICLE 10.5 LEVEL OF REFURBISHMENT COSTS AND TRANSPORT COSTS

1. The allowance for refurbishment costs amounts to a maximum of € 2.042,-.
2. The allowance for refurbishment costs is paid in net, in consideration of the prevalent tax maximum. Tax and premiums are withheld from that part of the payment that exceeds the maximum tax level.
3. The reasonable transport costs for transferring the household effects are paid in full on grounds of a quote approved by the employer.
   The employer can determine further rules concerning the selection and use of the relocation company.
4. If a functional relocation obligation is imposed, the allowance for refurbishment costs, in departure from the first paragraph, shall amount to 12% of the annual salary at the time of relocation, with a minimum of € 2.226,- and a maximum of € 5.445,-.
5. Also in case of a job placement, the employee may claim a right to the higher allowance for refurbishment costs as meant in the fourth paragraph. In that case the repayment obligation ex article 10.7 is not applicable.

ARTICLE 10.6 COSTS OF TEMPORARY HOUSING/ACCOMMODATION COSTS

1. If in the employer's opinion daily commuting between the place of residence and operational base is not possible in all fairness, and there are actually double housing expenses or accommodation costs for the employee, then, upon entering employment, an allowance will be granted for the costs relating to stay in a boarding house nearby (or within a 30 km[19] radius of) the operational base for the duration of a maximum of 1 year and against submission of documentary evidence.
2. In case of a temporary employment of a maximum of 2 years, of which extension or continuance of employment is not under discussion at the time of effecting the employment, the allowance may be granted for boarding costs for a maximum of 2 years, if all other requirements are met such as specified in paragraph l.

[18] This is determined with the help of the digital ANWB route planner www.anwb.nl, according to the fastest route.
[19] This is determined with the help of the digital ANWB route planner www.anwb.nl, according to the fastest route.

3. The level of the allowance for accommodation costs amounts to a maximum of € 230,- per month.
4. If the employee is granted an allowance for boarding house costs in pursuance of paragraph l., then at his request the travel expenses to his permanent place of residence will be remunerated by at least one roundtrip fare (based on 2nd class NS tariffs) every month.

ARTICLE 10.7 REPAYMENT OF RELOCATION COSTS

1. The allowance paid for refurbishment costs and transport costs must be refunded **in full** if:
   a. Within 1 year of the move the employee moves yet again to a place of residence outside the specified distance of 30 km in article 10.1 paragraph 2.;
   b. There is a question of culpable dismissal within 1 year after the relocation;
   c. Dismissal is requested within 1 year of relocation.
2. The allowance paid for refurbishment costs and transport costs must be paid back **in part** if employment is terminated within 2 years of the move. In that case the refund is reduced by 1/24th of a part of the total sum for each calendar month that the employment has continued with the employee after the move.
3. The given allowance for refurbishment and transport costs need **never** be refunded if:
   a. Employment is terminated due to disability;
   b. The employee, contiguous to the termination of the employment, takes up employment with another WVOI employer.;
   c. the employer terminates the employment due to no fault or act of the employee.

ARTICLE 10.8 RECONSIDERATION /TERMINATION OF PAYMENT AND/OR ALLOWANCE

Granted payments and/or allowances are reconsidered or terminated:

a. for relocation to another place of residence outside a radius of 30 km[20] from the operational base or change of operational base;
b. if – foreseen – during 2 months no activities are carried out in the operational base, save for in the case of vacation.

ARTICLE 10.9 FURTHER RULES

The employer can stipulate further rules for the execution of articles 10.3 through 10.8.

[20] This is determined with the help of the digital ANWB route planner www.anwb.nl, according to the fastest route.

Chapter 11 Disciplinary measures, suspension and non-activity

ARTICLE 11.1 DISCIPLINARY MEASURES

1. The employer can impose a disciplinary measure if the employee fails in his duties.
2. Failure to fulfil one's duties comprises both the violation of any instruction or an omission of what an employee in comparable circumstances should do or not do.
3. The disciplinary measures, as meant in paragraph 1, that can be imposed are:
   a. A written reprimand;
   b. A reduction of annual vacation-leave rights;
   c. No increment increase;
   d. Suspension;
   e. Dismissal without notice;
   f. Partial or full withholding of pay up to an amount of half a monthly salary;
   g. A move down to a lower salary scale.

ARTICLE 11.2 FREEDOM OF SPEECH

1. A disciplinary measure can only be imposed for a violation of article 125 a., first paragraph, of the Public Service Act after advice has been obtained by a committee appointed by the organization, as much as possible in collaboration with the other organizations.
2. In collaboration with the other organizations, the organization shall where possible determine rules concerning the composition and the working method of this committee.
3. The employer shall indicate with his decision to impose a disciplinary measure, as meant in the first paragraph, whether this was reached in conformity with the advice obtained.

ARTICLE 11.3 SUSPENSION

An employee is suspended from his position by law, when, by virtue of legal measures or based on the Special Admittance to Psychiatric Hospitals Act (Stb. 2002, 431) he has been deprived of his freedom. An employee is not suspended from his position by law when the deprivation of freedom is the result of a measure taken in the interest of public health.

ARTICLE 11.4 NON-ACTIVITY

1. Notwithstanding the rules concerning the imposition of a disciplinary measure, such as specified in
   article 11.1 of this chapter, the employer may suspend the employee:
   a. If criminal proceedings have been instituted against him concerning a serious offence;
   b. When the employer has informed him of an intended disciplinary measure to unconditionally dismiss
      him or has imposed this measure on him;
   c. When, in the employer's opinion, the employer's interest so requires.
2. The decision leading to the suspension of the employee, specifies the start date and the circumstances which gave rise thereto.

ARTICLE 11.5 REMUNERATION DURING SUSPENSION OR NON-ACTIVITY

1. During suspension or non-activity, one-third of the remuneration may be withheld. After 6 weeks another withholding, also for the full sum of the remuneration may take place. No withholding will take place if the employee has been placed on a non-active status or if:
   a. The employer's interest so requires;
   b. The employee is undergoing placement in a psychiatric institution or comparable institution;
   c. The employee is in police custody -or inverzekeringstelling- as meant in article 57 of the Code of Criminal Procedure, provided that this is not followed by remand in custody.
2. The remuneration withheld may still be partially or fully paid to employee, if the suspension or non-activity is not followed by an unconditional dismissal by way of disciplinary measure or dismissal on grounds of an irrevocable prison sentence for a serious offence. The income that the employee has received since his suspension or during non-activity, from work he has been able to carry out, will be deducted from the remuneration unless this, in the employer's opinion, is unfair or unreasonable.
3. The non-deducted portion of the employee's remuneration may be paid to others.
4. If the employee has been suspended or placed on non-active status during illness, remuneration is then understood to be remuneration as defined by the ZAOI.

ARTICLE 11.6 FURTHER RULES

The employer can stipulate further rules for the execution of articles 11.1 through 11.5.

Chapter 12 Special provisions for researchers in training (OIO's)

ARTICLE 12.1 OBJECTIVE FOR APPOINTING OIO

In the letter of appointment/labour agreement the employer shall determine, in consultation with the future Researcher in Training (OIO), the objective of the appointment.

ARTICLE 12.2 NATURE, DURATION AND EXTENT OF THE OIO EMPLOYMENT

1. If the OIO is employed to produce a doctoral thesis (or prototype design) the fixed-term contract is 4 years at most.
2. If the OIO has a fixed-term contract to work on a research project or to produce a limited technological design, the fixed-term contract will be for 2 years at most.
3. If in the employer's opinion there is cause for this, the temporary employment may be extended by 1 year at most (see article 2.11). This maximum term can only be exceeded if the employment is extended on grounds of article 2.9 paragraph 2. Article 2.8 paragraph 1 ('conversion to regular employment') is not applicable to these extensions.
4. As a rule employment is entered into for the full working hours. In case part-time employment is effected, the duration of the employment will also be extended in proportion.

ARTICLE 12.3 OIO REMUNERATION

1. The OIO employee will be paid according to the OIO salary scale (laid down in appendix 1 to this Collective Labour Agreement).
2. Upon commencement of employment the OIO receives a salary that is specified in the valid salary scale after OIO-1.
3. At the start of the OIO's employment the OIO's working experience may be taken into consideration when determining the salary, in departure from the previous paragraph.
3. The OIO's salary is periodically increased to the next higher sum on the OIO salary scale. The first periodic increase is awarded as from the first day of the month in which one year has passed since employment and then after each year, regarding what is stated in paragraphs 5, 6 and 7.
4. The OIO's salary is periodically increased to the next higher sum on the OIO salary scale, unless the employer finds the OIO does not function properly. In that case article 3.5 paragraph 3 is fully applicable ('abstinence of periodic salary increase').
5. If a part-time employment is entered into and it is known in advance that the PhD period will be longer than 4 years (see article 12.2 paragraph 1) periodic increases to the next step will be given in proportion of time[21].
6. After reaching step 4 no more increases are given.

[21] So if an OIO is going to take 8 years to do his PhD research he remains on step 1 for his second year and goes up to step 2 in his third year, etc.

ARTICLE 12.4 ADDITIONAL ARRANGEMENTS REGARDING THE INCREASE OF OIO SALARIES AS FROM 1 October 2003

1. OIOs employed by a WVOI employer on 30 September 2003 whose period date 1 October are horizontally scaled into the new scale as of 1 October 2003. For those resident OIOs the period date is fixed on 1 October, where the next periodic increase is given on 1 October 2004.
2. All existing collective and individual pay and compensation regulations, specific for the category OIOs on 30 September 2003, expired on 1 October 2003, except compensation for printing costs for theses.
3. OIOs who are employed by a WVOI employer on 30 September 2003 and experience a decrease in their salaries, because of the agreed grow path and because of the expiration of existing pay and compensation regulations, will be fully compensated for the difference that has arisen.

ARTICLE 12.5 NATURE AND EXTENT OF THE ACTIVITIES

1. The OIO carries out academic research and publishes the results hereof in a doctoral thesis or prototype design, a technological design or in one or more scientific productions.
2. The extent of the activities as meant in the previous paragraph increased by the extent of the training and coaching to be received as described in the training and coaching plan, shall be annually no less than 75% of an OIO's time in employment.
3. The OIO cannot be charged with carrying out management tasks.

ARTICLE 12.6 TRAINING AND COACHING PLAN

1. The employer shall ensure that, after consultation with the OIO and in agreement with the relevant supervisors, a customized training and coaching plan is drawn up for each OIO and that this plan shall be presented to the OIO within 3 months of his employment.
2. The OIO shall not be employed until the training and coaching plan has determined that he will receive the required university training and coaching, with the inclusion of the relevant required education.
3. The training and coaching plan shall be further implemented by the end of the first year for the remaining duration of the employment, and if necessary adjusted from year to year.
4. Notwithstanding the provisions in the second paragraph, the training and coaching plan shall at any rate determine:
   a. What knowledge and skills should be acquired and how this should take place;
   b. The OIO's mentor, his supervisor, and that at the commencement of his PhD-research as well as during decisive moments as regards the progress of the research, he will hold an interview about his promotional research with the supervisor at least once a year;
   c. The number of hours a month the OIO is entitled to personal coaching from an appointed mentor or supervisor.
5. From 2007 onward a compulsory part of their annual planning and assessment interview will be to consult OIOs on deploying the value of a maximum of 10 holiday-leave days for the purposes of training and competence development. The value of the 10 holiday-leave days is described in a budget available per OIO per OIO-year (year 1 through 4). The required training continues to be paid by the employer.

ARTICLE 12.7 OIO PERFORMANCE AND EVALUATION PROCEDURE

1. One year after the OIO has been employed, an assessment of his performance shall take place, against the backdrop of the training and coaching plan and the objectives of the employment.
2. The employer issues instructions with respect to the evaluation procedure and the criterion to be maintained for the evaluation of the researchers in training.

ARTICLE 12.8 RULES ON THE SETTLEMENT OF DISPUTES

The employer shall determine rules on the settlement of disputes which could occur between the OIO and the relevant persons and bodies involved in his training and coaching.

ARTICLE 12.9 TESTIMONIAL

1. By or on behalf of the employer a testimonial shall be given to the OIO at the end of his employment.
2. This testimonial will at any rate contain:
   a. A brief synopsis of the research that he has carried out as well as a list of the publications concerning this research;
   b. A synopsis of the courses attended by the OIO.

Chapter 13 Other arrangements between parties

ARTICLE 13.1 TEMPORARY EMPLOYMENT OF FOREIGN TOP RESEARCHER

Once a year the WVOI negotiators will be informed as to what extent article 1.2 paragraph 2 has been applied. In 2007 the application of the provision will be assessed.

ARTICLE 13.2 CAREER POLICY AND CAREER PERSPECTIVE

1. *Personal Development Plans* as meant in article 6.4: The aim is for 75 % of the employees to have agreed on a POP no later than 1 January 2005 and for 100 % no later than 1 January 2006 (with the exception of NWO project co-workers and OIOs). The employers shall report the progress in their Social Annual Report and shall annually inform the employee organisations of the realisation of the abovementioned quantitative objective. In 2007 the experiences with the POP will be evaluated.
2. *Use of means*: The employers' Annual Social Report will report on the means that have been used to stimulate the development of their employees, their target sum being at least 0.8% of the total wage and salary bill.

ARTICLE 13.3 STATE OF AFFAIRS OF THE STUDIES

In the previous and current OI Collective Labour Agreement various studies were agreed to. The state of affairs of the current studies is as follows.

1. On 1 July 2003 the Position Level Matrix (Functie Niveau Matrix; FNM) became effective. Parties have also adopted a 'Complaint Regulation Job Evaluation FNM' for research institutes, for which a joint complaints advice committee at WVOI-level was established with an independent chairman. This committee's advice in disputes will be by unanimity. The employer shall accept this advice unless reasonableness and fairness dictate otherwise. The complaints advice committee is established for the duration of the introduction period, but will continue to exist until 1 January 2008. The functioning of the complaints advice committee will be evaluated in 2007.

2. As for the amendments of fiscal rules for *saving vacation days* for pre-pension, the appropriate regulations in this Collective Labour Agreement are adjusted as of 1 October 2003. They now comply with the decision requested from the State Secretary of Finance and given in a letter dated 30 October 2003. His decision, subsequently officially explained in more detail in e-mail dated 15 December 2003, is the following:
   - Leave saved in the years 2001-2003 can be used for pre-pension until 1 January 2007, at the latest.
   - Leave saved in years before 2001 can also be used for pre-pension after 1 January 2007.
   - As of 1 October 2003 leave can no longer be saved for pre -pension.
3. Parties agree to make a study of a more flexible rewarding system so that in a subsequent Collective Labour Agreement steps may be made towards flexible rewarding.
4. With regard to employability, parties agree to a study which will explore customised conditions of employment may be developed, taking into account the specific position of the employee and the stage in his career.

ARTICLE 13.4 ALLOCATION OF BUDGETS

1. It has been agreed that SOP/SROI budgets and the "The Years Count" budget, as a rule, go towards covering expenditure on employee participation in the current SROI.
2. In principle, the Quality Policy Budget should either be earmarked for the employee's right laid down in article 6.4, to receive professional career consultation once every 5 years or for the purpose of employability.
3. If monies remain from any of the relevant budgets, a proposal for their allocation shall be made by the organization in the Local consultation.
4. Finally, parties have agreed that, if the SOP/SROI and the Years Count budgets are not adequate for covering the costs of participation in the SROI, the Quality Policy budget can be used.
5. An account will be given of the spending of the specified budgets in the Local Consultation. As from 1 March 2001 the decentralised labour conditions monies will be indexed, in compliance with the modifications to the currently agreed OI Collective Labour Agreement wages. In addition, general discounts and bonuses concerning the P section of financing shall also make headway into this indexation.
6. The expenditures for child-care in 2001 shall, insofar as they were for the account of the decentralised terms of employment monies, be scrapped from this. This sum will be structurally factored into the lump sum of the different organizations as from 1 January 2002.
7. The costs resulting from the implementation of the Work and Care Act in chapter 5 of this Collective Labour Agreement, shall – insofar as these exceed the schemes in this act – for the time being be for the account of the decentralised terms of employment monies.
8. The means currently allocated by the Ministry of Education, Culture and Science for labour market policy for the OI-sector/Research Institutes Sector will be added to the lump sums of the institutes and will then be fully placed at the disposal of SoFoKleS.

Chapter 14 Transfer and final provisions

ARTICLE 14.1 SCHEMES AT ORGANIZATION AND EMPLOYER LEVEL

In the local consultation and in turn in the negotiations with the COR, the extant schemes shall be adapted to match the provisions of this Collective Labour Agreement, where necessary.

ARTICLE 14.2 EXTANT RWOO, ARAR OR BW SCHEMES

As long as the organization/employer has not determined any further rules or further rules for the execution of the provision in this Collective Labour Agreement, the relevant subject concerning extant (further) Decree on the Legal Status of Personnel in Academic Education and Research (RWOO), General Civil Service Regulation (ARAR) or Civil Code (BW) rules shall still apply, insofar as these are not at variance with the Collective Labour Agreement.

ARTICLE 14.3 FIXED-TERM EMPLOYMENTS EFFECTED PRIOR TO 1 AUGUST 1999

1. The articles 2.5 through 2.10 apply to fixed-term employments effected on or after 1 August 1999.
2. The articles 2.5 through 2.10 do not apply for fixed-term employments which existed on 31 July 1999 and which were extended on or after 1 August 1999. The provisions 2.2 through 2.7 as well as 15.2 and 15.3 of the RWOO dd. 3 August 1995, Bulletin of Acts 394 1995, added as appendix 5 to this Collective Labour Agreement, apply unimpaired to these employments.

ARTICLE 14.4 RIGHTS TO VACATION

If an employee's entitlement to vacation hours on 31 December 1999 (including number of age hours) on grounds of old schemes exceeds the scheme of article 5.1 paragraphs 1 and 2, then the right will be frozen until entitlement to more leave is created on grounds of the scheme that came into force on 1 January 2000[22] and which can also be found in the current article 5.1 paragraphs 1 and 2.

ARTICLE 14.5 TRANSITIONAL ARRANGEMENT ADV

1. Employees employed by a WVOI-employer on 31 December 2003 and having old claims for ADV regulations as valid before 1 August 1989, keep those claims. This especially applies to employees who had the opportunity to convert ADV into fixed salary by means of an increase of percentage-employment.

[22] The number of basic vacation days upon employment was set on 23 c.q. 184 hours for each employee.

2. Employees applying the payment-variant ADV (monthly allowance), as described in the ADV regulation from 1 August 1998, payment will be decreased over a period of three years according to the list 2004 100%, 2005 67%, 2006 33%, 2007 0%, unless the employee indicates he does not wish to participate in this transitional arrangement and changes his claim into leave.
3. When a change takes place in the size of employment of an employee using one of the transitional arrangements, he can no longer appeal to transitional arrangements and as of 1 January 2004 the new regulation vacation-leave (appendix 3 of this Collective Labour Agreement) applies.

APPENDICES 1 through 7

Appendix 1 Table of salaries

Table of salaries research organizations per 01-08-2006

Euro's	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	
1349	0																		1349
1378		0																	1378
1408	1		0																1408
1440		1	1	0															1440
1467	2			1															1467
1496	3	2	2		0														1496
1527	4			2															1527
1561	5	3	3		1														1561
1603	6	4		3		0													1603
1652		5	4		2	1													1652
1710		6	5	4															1710
1768		7	6	5	3	2													1768
1823			7	6	4		0												1823
1878			8	7	5	3	1												1878
1928			9	8	6	4													1928
1981				9	7	5	2												1981
2032				10	8	6													2032
2084					9	7	3	0											2084
2138					10	8	4												2138
2190						9	5	1		0									2190
2239						10	6												2239
2293							7	2	0	1									2293
2348							8												2348
2405							9	3	1	2									2405
2471							10	4											2471
2530								5	2	3									2530
2581								6											2581
2637								7	3	4									2637
2694								8											2694
2745								9	4	5									2745
2794								10											2794
2848									5	6									2848
2947									6	7	0								2947
3060									7	8	1								3060
3159									8	9	2								3159
3258										10	3								3258
3360										11	4								3360
3471										12	5								3471
3582											6	0							3582
3688											7	1							3688
3790											8	2							3790
3894											9	3							3894
3994											10	4							3994
4051											11								4051
4102												5	0						4102
4207												6	1						4207
4306												7	2	0					4306
4410												8	3	1					4410
4542												9	4	2					4542
4606												10							4606
4671													5	3	0				4671
4802													6	4	1				4802
4933													7	5	2				4933
4996													8						4996
5064														6	3	0			5064
5201														7	4	1			5201
5342														8	5	2			5342
5487														9	6	3	0		5487
5664															7	4	1		5664
5842															8	5	2		5842
6028															9	6	3	0	6028
6222																7	4	1	6222
6420																8	5	2	6420
6625																9	6	3	6625
6837																	7	4	6837
7053																	8	5	7053
7281																	9	6	7281
7512																		7	7512
7752																		8	7752
8000																		9	8000

Table of salaries research organizations per 01-02-2007

Euro's	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	
1378	0																		1378
1408		0																	1408
1438	1		0																1438
1471		1	1	0															1471
1499	2			1															1499
1528	3	2	2		0														1528
1560	4			2															1560
1595	5	3	3		1														1595
1637	6	4		3		0													1637
1688		5	4		2	1													1688
1747		6	5	4															1747
1806		7	6	5	3	2													1806
1862			7	6	4		0												1862
1918			8	7	5	3	1												1918
1969			9	8	6	4													1969
2024				9	7	5	2												2024
2076				10	8	6													2076
2129					9	7	3	0											2129
2184					10	8	4												2184
2237						9	5	1		0									2237
2287						10	6												2287
2342							7	2	0	1									2342
2398							8												2398
2457							9	3	1	2									2457
2524							10	4											2524
2584								5	2	3									2584
2636								6											2636
2694								7	3	4									2694
2752								8											2752
2804								9	4	5									2804
2854								10											2854
2909									5	6									2909
3010									6	7	0								3010
3126									7	8	1								3126
3227									8	9	2								3227
3328										10	3								3328
3432										11	4								3432
3546										12	5								3546
3659											6	0							3659
3767											7	1							3767
3871											8	2							3871
3978											9	3							3978
4080											10	4							4080
4138											11								4138
4190												5	0						4190
4297												6	1						4297
4399												7	2	0					4399
4505												8	3	1					4505
4640												9	4	2					4640
4705												10							4705
4771													5	3	0				4771
4905													6	4	1				4905
5039													7	5	2				5039
5103													8						5103
5173														6	3	0			5173
5313														7	4	1			5313
5457														8	5	2			5457
5605														9	6	3	0		5605
5786															7	4	1		5786
5968															8	5	2		5968
6158															9	6	3	0	6158
6356																7	4	1	6356
6558																8	5	2	6558
6767																9	6	3	6767
6984																	7	4	6984
7205																	8	5	7205
7438																	9	6	7438
7674																		7	7674
7919																		8	7919
8172																		9	8172

Salary scales of research trainees (OIO):

	euro's per 01-08-2006	**euro's per 01-02-2007**
Oio-1	1878,00	1918,00
Oio-2	2190,00	2237,00
Oio-3	2293,00	2342,00
Oio-4	2405,00	2457,00

Minimum vacation pay (build-up per month for full-time employment): € 132,57

Table of salaries for entry level jobs

1e jaar	100% WML
2e jaar	110% WML
3e jaar	120% WML
4e jaar	130% WML

Table of salaries for step-up jobs

1e jaar	130% WML
2e jaar	140% WML
3e jaar	150% WML

WML = statutory minimum wage

Appendix 2 Seniority Scheme

1 INTRODUCTION

In view of the fact that the circumstances of individual employees are conspicuously divergent, the WVOI has developed a "Customized Seniority Scheme" (SROI-2007). As a result of developments in society such as an ageing population and dejuvenation there is a need for employees to continue working to a more advanced age. Cancellation of the FPU-scheme and budgetary considerations also play a role. Therefore, as of 1 April 2007 a new seniority scheme is in effect which has as its point of departure that optimal participation of older employees is stimulated and facilitated. Hence the basis for the new scheme is flexibility without prejudice to the normal conduct of business/operations. The objective of the new scheme is to guarantee that the employee may continue to actively participate in working life until his retirement age.

The former Research Centres Seniority Scheme has been extended to 1 April 2007. All rights that ensue from this old scheme are guaranteed until the age of 65 to the employee who entered the scheme during the duration of the former scheme. The former Research Centres Seniority Scheme is included in the 2005-2006 CAO-OI.

2 CONTENT OF THE SCHEME

Seniority days
From the age of 59 to in principle the age of 65 employees may reduce their actual working hours per week. To this end the employer shall allocate a maximum of 156 days. For part-timers the number of days applies in proportion to the extent of their employment. These seniority days can only be used within the framework of the seniority scheme. Of the gross salary 85 % will continue to be paid for a seniority day under this scheme.

Percentage working hours reduction
Seniority-leave days can only be taken in the week-variant (appendix 3 CAO-OI), and the employee has to be present at least 50% of working hours at the time of participation, except for important business considerations.

Using the FPU-scheme
The employee maintains the right to take voluntary FPU while making use of the SROI-2007. However, participants in the SROI-2007 who are still entitled to an FPU-allowance of 100% are obliged to use this allowance for the percentage of working hours for which the SROI-2007 is used.

Arrangements for participation
The consequences of taking part in the SROI-2007 as stated under 3 take effect when the employee starts withdrawing from his deposit of seniority days and thus effectuates the participation scheme. Applying the scheme occurs by agreement and both employee and employer can take the initiative to use the scheme. Participation in the seniority scheme or the employee's choice of reduction in working hours and its actual realisation can only be refused for important business considerations

3 CONSEQUENCES FOR OTHER TERMS OF EMPLOYMENT/RIGHTS

1. The taking of seniority days qualifies as special leave with partial (85%) pay. The employer shall ensure the payment of the owing premiums to the ABP Pension Fund for the original employment for both the employer's part as well as the employee's part.
2. All financial claims relating to remuneration shall continue to be calculated on the basis of the remuneration that the employee would have received if he had not made use of the scheme. This means that matters such as 'pension benefit', 'vacation pay' and 'year-end bonus' will not change as a result of participation in the SROI-2007.
3. The SROI-2007 participant maintains a basic leave claim of 338 vacation-leave hours[23]. All age-leave hours and the 60+ rule (half an hour less work per day) are handed in from the moment of participation in the SROI-2007.
4. Notwithstanding the existing Scheme/Code of Conduct for Ancillary activities at the organizational level, all new income that employee acquires from work in addition to his reduced employment in connection with this scheme will be deducted from his pay to the maximum pay that is remunerated over the seniority day (= 85%). Therefore one is still entitled to the remuneration that is allied to the extent of the employment minus the seniority days.
5. If the employee fails to use the available seniority days in full in the framework of this SROI-2007 or opts not to make use of this scheme at all, he cannot lay claim to seniority days in any other way. No payment shall take place in any case.
6. For illness on a seniority day no compensation shall be given. Claims during illness and disability shall be based on the remuneration (85%) in pursuance of this SROI-2007.

4 LIMITING CONDITIONS

1. Prior to his participation in this scheme, the employee must have at least 5 consecutive ABP years of service and have been employed for at least 5 years at one of the WVOI organisations, including the participating civil-law employers, whereby ABP regulations are decisive.
2. From the age of 59 to the age of 65 the employee may enter into this scheme at any given moment, on the understanding that the rules specified in this scheme remain fully applicable.
3. Once the scheme SROI-2007 is used, extension of working hours or a return to full-time employment is not possible.
4. No entitlement to unemployment benefit is created for the extent of the reduction in working hours as a result of using SROI-2007.

5 PROCEDURE

1. The employee who wishes to participate in this scheme must inform employer of this in writing at least 2 months before the desired commencement date.
2. Subsequently an agreement shall be effected with the relevant employee, in which the arrangements concerning the working hours reduction time are recorded. Arrangements on the activity-related developments in the position shall also be recorded herein. Arrangements can also be focused on gradual reduction of the final responsibility, to a point where other functions are emphasised. If necessary, arrangements are also made for training, if both parties have agreed to a change in function.
3. The aforementioned agreement can only be changed if substantiated by serious reasons and with the approval of both parties.

[23] The basic leave claim is determined by the hours of employment at the commencement of the SROI-2007.

6 TRANSITIONAL ARRANGEMENTS

1. Employees who are currently using the former seniority scheme cannot transfer to the new SROI-2007 scheme.
2. Arrangements with employees already using the seniority scheme on 1 October 2003, as was valid before last mentioned date, are not changed and are guaranteed till the age of 65. Adjustments made to the SROI as of 1 October 2003 are therefore not applicable to them.

7 HARDSHIP CLAUSE SENIORITY SCHEME

In special cases, the provisions in this agreement may be departed from in favour of the employee, if in the employer's opinion this arrangement does not provide for the special circumstances of the individual case.

Appendix 3 Explanation and consequences Vacation-leave Research Centres

1 GENERAL

As of 1 January 2004 the format of vacation and working hours reduction as agreed in the Collective Labour Agreement for Research Institutes 2002-2003 is incorporated in one vacation-leave scheme in which vacation-leave and working hours reduction are combined to one leave claim: Vacation-leave. Thus the difference between vacation and working hours reduction expires. This has to comply with compelling legal regulations regarding vacation-leave.

- The amount of vacation-leave with full-time employment and a full-time working week (i.e., 40 hours) is 338 hours per annum and can, considering what is stated in the Collective Labour Agreement and especially this stipulation, be deployed flexibly and customized.
- Vacation-leave can be increased with age-hours as mentioned in article 5.1 of the Collective Labour Agreement.
- Annually, at least 130 hours of vacation-leave have to be deployed as vacation, considering what is stipulated in chapter 5 of the Collective Labour Agreement.

2 VARIANTS

Depending on the chosen variant an employee can annually deploy maximally 208 hours (increased with age-hours) flexibly and customized in the following variants.

a. The year-variant
Point of departure in this example is an actual number of working hours of maximum 40 hours per week, with a balance of 338 hours leave. In consultation with the employer an employee can take this vacation-leave throughout the year.

b. The week-variant
The point of departure is a permanent working hours reduction pattern each week, or a cluster of weeks. Depending on the chosen week-variant the employee should turn in vacation-leave. Look elsewhere in this appendix for calculations.

3 PROCEDURAL PROVISIONS

- The purpose can be chosen and used once a calendar year.
- The employee's request should nevertheless fit within the framework of the arrangements made with the employee organisations at the organisational level or with the Works Council.
- The employer can only deviate from the employee's request within the framework of the arrangement if there are pressing organizational reasons.
- Within the framework of this scheme, arrangements can be made on the application of the variants for certain groups/functions with the employee organization at the organizational level or with the local Works Council (this choice will be left up to the employer) on the basis of schedule and working hours arrangements with an eye to requirements of conduct of business (right of consent). At the Works Council level total exclusion of a variant is non-negotiable.
- The arrangements and the application of the variants at the WVOI level shall be annually reported to the trade unions in retrospect.

- If the employer is of mind to exclude a variant for an entire category of employees, this is then a subject that is up for discussion at the WVOI level.
- The choice of using vacation-leave for week or year variant must be made once a calendar year.

4 OTHER PROVISIONS

Inability to work
- If an employee is ill/unable to work on a scheduled leave-day, based on choices made for the week variant, these vacation-leave hours are settled in accordance with the leave balance. The build-up of vacation-leave based on the week variant is assumed to be ended 6 months after the start of the disability, in accordance with the build-up and use of leave according to article 5.6 Collective Labour Agreement.

Seniority scheme
- All age-leave hours and the 60+ rule (half an hour less work per day) are handed in from the moment of participation in the SROI-2007.

5. TRANSITIONAL PROVISION

1. Those employed on 31 December 2003 who can claim old rights to the working hours reduction scheme as valid before 1 August 1998 retain those rights. This especially concerns employees with the opportunity to change working hours reduction into fixed salary through an increase of employment percentage.
2. For employees using the payment-variant (monthly allowance) as stated in the working hours reduction scheme from 1 August 1998, payment will be reduced according to the graduated calculation of 2004 100%, 2005 67%, 2006 33%, 2007 0%, unless the employee indicates that he does not wish to participate in this transitional provision and change his claim to vacation-leave.
3. When the size of the employment changes for an employee participating in one of the transitional provisions he can no longer claim transitional provisions and the new vacation-leave scheme of 1 January 2004 also applies to him.

6. SAMPLE CALCULATIONS

Size employment/appointment size (in hours)	Full-time actual working week & pro rata (in hours)	Overall vacation-leave (in hours) excluding age-hours	Mandatory vacation (in hours)	Freely employable hours
38	40	338	130	208
34.2	36	304.2	117	187
30.4	32	270.4	104	166
19	20	169	65	104

Application week-variant: An employee who chooses an actual working week of 36 hours (each week 4 9-hour working days or alternates one week 4 8-hour days and the other week 5 8-hour days) and 38 hours of employment, should annually write off 52 x 4 = 208 hours (i.e., the difference between 36 and 40 hours) of his vacation-leave. On the other hand this employee only has to write off the actual hours he should work when he takes a week off (in this case 36 hours).
Principal rule for all calculations: For the benefit of a basic leave claim of 338 hours, the actual working time and the size of employment should always be conform the relation 40/38. When this is not the case, a correction will be made on the basic leave claim. The examples below clarify this principal rule.

Example 1
The employee has a formal employment/appointment size of 20 hours. Annual leave claim => 20/38 x 338 = 177.8 hours, if he works 20/38 x 40 = 21.05 hours a week. So if this person has an actual working week of only 20 hours, a correction is applied and 52 x 1.05 hours are deducted from the 177.8. His vacation-leave claim is therefore 124 hours (123.2 is rounded up in full hours).

Example 2
The employee has a formal employment/appointment size of 19 hours.
Annual leave claim => 19/38 x 338 = 169 hours, if he works 19/38 x 40 = 20 hours a week. If this person actually works 20 hours a week, his vacation-leave claim is 169 hours and there will be no correction.

Example 3
The employee has a formal employment/appointment size of 32 hours.
Annual leave claim => 32/38 x 338 = 284.6 hours, if he works 32/38 x 40 = 33.68 hours a week. If this person has an actual working week of 32 hours, a correction is applied and 52 x 1.68 hours are deducted from the 284.6. His vacation-leave claim becomes 198 hours (197.24 is rounded up to full hours).

Example 4
The employee has a formal employment/appointment size of 30.4 hours.
Annual leave claim => 30.4/38 x 338 = 270.4 hours, if he works 30.4/38 x 40 = 32 hours a week. If this person has an actual working week of 32 hours his vacation-leave claim is 271 hours (270.4 is rounded up to full hours).

Appendix 4 - Consultation protocol WVOI - Public Service Unions as of 1 October 2003
- Facilities for Trade Unions and Works Councils
- LO Members Legal Protection
- Article 4.5 WHW
- Ministry of Education, Culture and Science Means

Considering:
- That in case of decentralization of the employment policy in 1999 the employment policy consultation was at WVOI level, leaving the existing employment policy consultation at organizational and employer level unaltered;
- That afterwards the role of the consultation with employers organizations on organizational level was done in favour of the consultation on WVOI level;
- That it is advisable to make new agreements about the contents of the consultations with various consultation tables about employment policy and qualifications.

Parties, the Employers' Organization Research Institutes on the one hand and the public service unions: ABVAKABO FNV, AC/FBZ, CMHF/VAWO and CNV Public Affairs on the other hand, agree that:

ARTICLE 1 DEFINITIONS

1. Consultation on WVOI level: The consultation of the WVOI and the abovementioned Public Service Unions;
2. Consultation on the organizational level: Consultation of individual organizations with the abovementioned Public Service Unions, during the Local Consultation (LO);
3. Consultation at employer's level: Consultation of individual employers with the (Central) Works Council;
4. Organization: The organization as meant in article 1.1, paragraph 8, of the Collective Labour Agreement Research Institutes;
5. Employer: The legal person as meant in article 1.1, paragraph 18 of the Collective Labour Agreement Research Institutes;
6. WHW: Law on Higher Education and Scientific Research;
7. CAO-OI: Collective Labour Agreement Research Institutes.

ARTICLE 2 POINTS OF DEPARTURES AND DURATION

1. Consultation between institutes and employers' organizations takes place in compliance with what is stipulated by Chapter 4 of the WHW.
2. Consultation between employers and the (Central) Works Council takes place in compliance with what is stipulated by the WOR and other legal regulations, and also the WVOI or institutes have agreed with employers' organizations about consultation authority through this protocol.
3. This protocol is agreed for an indefinite period of time. Interim changes are possible with consent of CAO-parties. When observing a termination period of three months, termination is possible for the date on which the current CAO-OI ends. If this agreement is terminated by one of the parties, an open and reasonable consultation will take place about the contents of a new agreement.

ARTICLE 3 RELATION TO THE CAO

This protocol is part of the CAO-OI.

ARTCLE 4 CONSUTLATION AT WVOI LEVEL

1. The consultation shall concern matters of general interest for the special legal position of personnel as meant in article 4.5 WHW, insofar as the subjects are not reserved for consultation at a higher level in pursuance of statutory arrangements or, in pursuance of this agreement, for consultation at the organizational level.
2. During consultation at WVOI level it can be agreed that arrangements of more precise arrangements for employees' legal positions are carried out in consultation at the organizational or employers' level.
3. Consultation at WVOI level takes place on request of the WVOI, or on request of one or more public service unions.

ARTICLE 5 CONSULTATION AT THE ORGANIZATIONAL LEVEL

1. The consultation at the organizational level concerns:
   a. General daily routine of the organizations;
   b. Determination of a Social Policy Framework and of social plans;
   c. Regulations with, according to the CAO-OI, consultation at the organizational level;
   d. Allocation of local employment policy funds.
2. In a consultation at the organizational level it can be agreed to consult at employer's level for subjects as mentioned in article 5 paragraph 1, unless expressly agreed during WVOI level consultation that a subject can only be discussed at the organizational level.
3. Consultation at organizational level takes place on request of the board of said organization, or on request of one or more public service unions and takes place at least twice a year.

ARTICLE 6 DECISION PROCESS

Contemplated decisions about matters mentioned in articles 4 and 5 are not enforced until a majority of the public service unions agree, in as far as they concern:
a. Enactment, change or cancellation of a regulation with right and/or obligations of (groups of) employees;
b. Allocation of local employment policy funds.

ARTICLE 7 DISPUTES

1. Disputes between parties consulting at WVOI level and disputes between organizations and public service unions consulting at organizational level, can, by any individual party at the consultation table, and as long as it concerns participation, nature, contents and/or organization of the consultation, be put before a dispute committee, instituted by CAO-parties.
2. Disputes between parties consulting at organizational level are only put before a dispute committee after consultation at WVOI level.

3. The dispute committee consists of three persons. The chairman is appointed by the WVOI and the employers' organizations collectively. One of the other members is appointed by the WVOI. The third member is appointed by the collective public service unions.
4. An advice of the dispute committee is binding if parties, prior to the dispute, have agreed to consider the advice binding.
5. The dispute committee will give its advice no later than 2 months after the dispute has been put.
6. This dispute regulation does not apply to disputes between employer(s) and individual employees or groups of employees about clarification, application or observance of the CAO.

ARTICLE 8 CONTENTS OF CONSULTATION AT EMPLOYER'S LEVEL

1. Without prejudice to all that is determined by of by virtue of the WOR and other legal regulations, consultation at the employer's level involves matters on which it has been agreed in consultation at the WVOI or institute level that they are subject to consultation at the employer's level.
2. If consultation at employer's level concerns propositions concerning allocation of local labour condition funds, or a planned decision to determine, change or revoke a regulation with rights and/or obligations of (groups of) employees, the employer needs consent from the (C)OR as stated in article 27 WOR.
3. When there is disagreement between employer and COR about a matter as stated in the first paragraph the dispute regulation of the WOR is fully applicable.

Supplementation to appendix 4

FACILITIES FOR TRADE UNIONS AND WORKS COUNCILS

The employer shall grant to the Trade Unions facilities which they in all reasonableness need to carry out activities within the organizations. Facilities are amongst other things understood to be: 'the free use of rooms for member meetings' and 'providing members with as much opportunity as possible to attend these meeting'; furthermore the use of copying machines, notice boards and the internal mail. Arrangements about facilities for works councils will be made at the employer level.

LO MEMBERS LEGAL PROTECTION

The employer shall ensure that the members and appointed members of the local consultation will not be adversely affected by their membership to this consultation group, and that their (legal) position in the organization is protected.

ARTICLE 4.5 WHW

1. In consideration of and by virtue of or in accordance with the rules of the Order in Council, as meant in the second and third paragraph, the organizational management of a public organization shall arrange and protect the legal position of its personnel and the management of a private organization will make provisions for its personnel's legal status.
2. By Order in Council or conversely by or by virtue of Order in Council rules may be made relating to:
   a. salary scales and points of departure for job evaluation systems designed by the organization's management, conversely
   b. rights and obligations of the personnel and the organization's management for illness, childbirth, pregnancy, disability and dismissal, insofar as they exceed the rights and obligations laid down by law, or the conditions in which the organization's management itself arranges these rights and obligations or takes care of the arrangement thereof.
3. Regulations can be determined for Order in Council relating to general duration of work.
4. Arrangements on the legal position as meant in the first paragraph also include the determination of provisions relating to appointment, suspension, disciplinary measures and dismissal of personnel. The provisions concerning dismissal may not provide personnel or the public organizations any less rights than for employees with a labour agreement resulting from the provisions of mandatory law in the seventh title A of Book 7A of the Civil Code.
5. Consultation on the arrangements meant in the first and fourth paragraph, as well as about other matters of public interest for the special legal position of the personnel of the relevant organization, save for the provision in article 10.22 first paragraph, and article 12.14, third paragraph, shall be carried out in accordance with a written agreement by or on behalf of the organization's management with the eligible trade unions of governmental and education personnel. In the event of a dispute about participation in consultation, as meant in the previous sentence, as well as in the event of a dispute about the nature, content and the organization of the negotiation, the parties involved will bring the dispute before a disputes committee. This disputes committee consists of three persons, who are collectively appointed by the parties. The decisions of the disputes committee are binding.

MINISTRY OF EDUCATION, CULTURE AND SCIENCE MEANS

1. After they have been added to the lump sum of the institutes, the means currently allocated by the Ministry of Education, Culture and Science to employee organisations will continue to available to the employee organisations.
2. Indexation of the sum to be paid to the employee organisations occurs using the CBS's derived consumer price index of the previous year.
3. The institutes shall transfer their contributions directly to the SSCC (Stichting Samenwerkende Centrales within the Centraal Overlegorgaan Personeelszaken Wetenschappelijk Onderwijs) no later than 1 July of each year.
4. The SSCC shall annually submit an auditor's certificate to the WVOI.
5. This regulation takes effect on 1 January 2007 and is tacitly renewed as long as the Decentralisation Terms of Employment for Research Centres Agreement of 1 June 1999 remains in place.

Appendix 5 RWOO provisions 2.2 through 2.7, 15.2 and 15.3

ARTICLE 2.2

1. The appointment occurs in permanent or temporary employment.
2. A permanent appointment is generally preceded by a temporary appointment.
3. Those who are not Dutch can only be appointed if they have been granted residency on grounds of article 9. of the Aliens Act and the residence permit does not exclude the carrying out of paid employment or if they have been granted residency on grounds of article 1 of the Aliens Act.
4. No appointment shall take place in a function as meant in article 12.6, first paragraph, of persons who at the time that the age limit set for that function is reached, had no continuous term of service of at least five years, brought about in one or more such functions.
5. The fourth paragraph applies mutatis mutandis in case of placement of a staff member in a function as meant in that paragraph.

ARTICLE 2.3

1. Appointment in temporary employment may be for a fixed or an indefinite period of time. A part-time fixed-term appointment cannot occur for a certain term.
2. Appointment in temporary employment can only occur on a ground as specified in the third through eighth paragraph.
3. Appointment in temporary employment can occur for a trial period of 2 years at most, and if necessary to be extended in special cases at the request of the staff member by 1 year at most and if necessary by the time, during which the staff member has not spent the trial period in actual employment. If the staff member is appointed for another function in the same organization after dismissal from a trial period, the total duration of the trial periods cannot amount to more than 3 years.
4. Appointment in temporary employment for 2 years at most, whether or not extended at the request of the staff member by 1 year at the most, can take place:
    a. For persons who do not yet fulfil the requirements for the appointment in permanent employment;
    b. If a change in the duty of the involved organization's department is planned;
    c. For the replacement of a staff member who due to temporary absence cannot fulfil his function either fully or in part;
    d. For the temporary fulfilment of a vacant function;
    e. Of persons, belonging to the category of work force, necessary in connection with fluctuations in the amount of the activities to be carried out.
5. Appointment in temporary employment of 5 years at the most, can take place as an academic researcher for the carrying out of specific academic research for specific places appointed by the Royal Netherlands Academy of Sciences. An appointment as meant in the first sentence is merely possible for persons who have obtained a doctorate degree at a university.
6. Appointment in temporary employment can take place:
    a. For persons who will be charged with work of an apparently temporary nature, which also includes activities in the framework of a project in limited terms of time;
    b. For persons who are employed for necessary adjustment of the workforce merely on grounds of temporarily available financial means;

c. For persons in part-time functions in relation to the fact that they hold a function elsewhere which is deemed essential to higher distance learning or university teaching and research expected of them;
d. For unpaid persons;
e. For persons who are employed as student in training for any profession or in connection with their further scientific or practical forming.

7. Appointment in temporary employment can furthermore take place in the cases meant in articles 12.3, 13.4, 13.10, 13.23, 14.7, 14.8, 15.7 and 16.19, as well as in the case, meant in article 9.24, fifth paragraph, of the Higher Education and Scientific Research Act.
8. The organization's management can determine rules restricting or extending the number of grounds for temporary appointment.

ARTICLE 2.4

1. As soon as the circumstance which led to an appointment in temporary employment on grounds of article 2.3, third, fourth or sixth paragraph, under sections a. or b., ceases to exist, a permanent employment shall be granted, unless this is objectionable for other reasons.
2. In the cases meant in the first paragraph, it is assumed in each case that the circumstance that led to temporary employment is no longer applicable, when the staff member has been employed for 5 years, in special cases to be extended by 1 year, without an interruption of more than 3 months by one of the following organizations:
   a. An organization;
   b. A special university specified under b in the appendix under the Higher Education and Scientific Research Act;
   c. The University of Amsterdam;
   d. A university hospital, meant in article 1.13 of the Act of higher education and scientific research, of which the last two years at least have been in the current organization. In these cases the staff member is granted a permanent employment.
3. In determining the years of service, meant in the second paragraph, the years of service spent in temporary employment on grounds of article 2.3, sixth paragraph, under sections c or d, 13.3, 13.4, 13.10, 13.23, 14.7, 14.8, 15.7 or 16.19 are not included, nor are the years of service spent in temporary employment on grounds of comparable provisions which apply to the personnel in the employment of a university or university hospital as meant in the second paragraph, under sections b., c. and d.

ARTICLE 2.5

1. In case of an appointment in temporary employment for a fixed period of time, the organization's management shall no later than 3 months prior to the end of that term notify the staff member that with the expiry of this term the appointment in pursuance of article 12.4, first paragraph will end by law or that the appointment in temporary employment will be extended by a specified term or will be changed into an appointment in temporary employment on the same or other grounds or in an appointment in permanent employment, notwithstanding article 2.4.

2. In case of an appointment in temporary employment for a fixed period of time which is different from a specified term or in case of an appointment in temporary employment for an indefinite period of time, the staff member who is not dismissed will be notified when the grounds for the appointment have been cancelled that the appointment in temporary employment will be changed on the same or other grounds or will be changed into an appointment in permanent employment, notwithstanding article 2.4.
3. In case of change in an appointment in temporary employment on the same or other grounds by virtue of the first or second paragraph, article 2.9, second paragraph, this is applicable mutatis mutandis.

ARTICLE 2.6

If after the expiration of a certain permanent term for which an appointment in temporary employment has taken place, the staff member, with the consent of the organization's management, continues his assigned activities, the appointment is changed into an appointment in temporary employment for an indefinite period of time as from the time that this term has lapsed.

ARTICLE 2.7

If a staff member is appointed in temporary employment on grounds of article 2.3, fifth or sixth paragraph, under a., b. or e., the organization's management shall investigate in case the appointment has occurred for a specified term, before the end of this term, and otherwise before this transpires in dismissal whether he can, within the scope of his authority, offer the staff member another function that is suitable to him in consideration of his personality and circumstances.

ARTICLE 15.2 NWO TEMPORARY APPOINTMENTS

Paragraph 1 - Article 2.4, second paragraph, is not applicable to persons who will be charged with work
of an apparently temporary nature as meant in article 2.3 sixth paragraph under a.
Paragraph 2 - Article 2.7 does not apply to personnel meant in the first paragraph.

ARTICLE 15.3

The duration of the appointment of persons as meant in article 15.2 first paragraph, may not exceed the period of 5 years, if necessary in special cases to be extended by 8 years at the most.

Appendix 6 Customized conditions of employment (AVOM)

PRELIMINARY REMARK

The AVOM scheme affords employees the opportunity, within the possibilities of an efficient and effective conduct of business (see article 8), to make choices with respect to the composition of their terms of employment package. Participation in the system is on a voluntary basis. Those satisfied with the composition of the 'standard package' can leave that composition as it is.
The principle of the system is that on the one hand with respect to the 'standard packet terms of employment something is forfeited ('resources') to extend something in another part of that packet ('objects').
As of 1 January 2006, in order to reduce the build-up of leave, employees in salary scales 17 and 18 may be offered a customized package of conditions of employment which may include a maximum of 15 holiday-leave days (120 hours).
As of 1 January 2006, employees who can prove that they make use of regular child-care for their children may request payment of two extra holiday-leave days (16 hours) under AVOM.

1 DEFINITIONS

resources:	the terms of employment that are 'adopted';
objects:	the terms of employment that are 'acquired';
remuneration:	see OI Collective Labour Agreement article 1.1 paragraph 2;
salary:	see OI Collective Labour Agreement article 1.1 paragraph 16;
salary per hour:	see OI Collective Labour Agreement article 1.1 paragraph 18.

2 WHO CAN CHANGE THESE AND TO WHAT EXTENT?

Each employee may participate in the AVOM scheme, unless if the AVOM option has been chosen the remaining employment time is shorter than 6 months and there is no prospect to extension. The AVOM option can be made once a year. At a local level, the employer may deviate from this in the favour of the employee.

For those not active in full duration of work the number of hours to be deployed will be calculated in proportion to the agreed duration of work. (Part-timers multiply by appointments extent, for participants in SOP, SROI and Parental leave multiply by the agreed percentage of attendance).

3 THE RESOURCES

AVOM has the following resources:
Resource l: vacation-leave hours;
Resource 2: gross salary.

3.1 AD RESOURCE 1 VACATION-LEAVE HOURS

The contribution of vacation-leave hours occurs on grounds of a written arrangement. Vacation-leave hours can be turned in with a minimum of 16 and a maximum of 80 hours per year. The remaining balance over one year with full-time employment should amount to at least 160 vacation-leave hours, where apart from the future leave already build-up leave can also be utilized. For those that are not active for the full duration of work the minimum and maximum number of staked hours as well as the remaining balance on vacation-leave hours is calculated in proportion to the agreed duration of work. If the turning in of vacation-leave hours is for the purchase of the objects 'Bicycle programme' or 'Study costs' (see paragraph 4), the vacation-leave hours for the coming 3 years can be used at the time of option. The resource vacation-leave hours cannot be used for the object reduction of travel expenses residence-work or for the object union dues.
Employees who can prove that they make use of regular child-care may request payment of 16 extra holiday-leave days as of 1 January 2006.

3.2 AD RESOURCE 2 GROSS SALARY

The turning in of gross salary shall be on grounds of a written arrangement on the reduction of the gross monthly salary by a fixed sum. The employee thereby has the following options:

- a reduction during a period of 1 or 12 months starting in the month where the AVOM option commences. If the starting date holds consequences for pension or social security another starting date is possible;
- a reduction of the gross salary in the month that the vacation-leave money is paid;
- if the turning in of gross salary is for the purchase of the objects 'Bicycle programme' or 'Study costs' (see paragraph 4) the period can also be 24 or 36 months starting in the month where the AVOM option commences, or the reduction can take place in the month of May or December of 2 or 3 consecutive years;
- if the contribution of gross salary is for the acquisition of the object 'travel expenses residence-work', the reduction takes place starting in the month where the AVOM option commences until written notice of termination by the employee or the termination by the employer due to the cancellation of the basis for travel expenses residence. Subsequently the employee does not need to submit an application each year to exchange the same terms of employment;

The following conditions are attached to the options:

- the period cannot extend beyond the end date of employment;
- the sum of the remaining monthly gross salary and allowances after reduction may not amount to less than the statutory minimum wage;
- an arrangement for reducing the gross salary leads to a lower vacation-leave pay, but this arrangement may not lead to a vacation-leave pay lower than the minimum sum of vacation-leave pay;
- the turning in of resource gross salary for the object ravel expenses residence –work is only possible with a permanent reduction in each month.

4 THE OBJECTS

AVOM has the following objects:
Object 1: vacation-leave hours;
Object 2: money;
Object 3: reduction of travel expenses residence-work/Bicycle programme;
Object 4: reduction of the employee contribution to study expenses;
Object 5: Union Dues;
Object 6: Life-Course Savings scheme.

4.1 AD OBJECT 1 VACATION-LEAVE HOURS

The maximum obtainable number of vacation-leave hours shall amount to 80 hours a year. The vacation-leave hours are added to the leave balance without discernment as to their origin. The regular rules for taking leave (prescription, synchronisation with executive etc.) apply.

4.2 AD OBJECT 2 MONEY

The acquisition of this object is only possible by turning in vacation-leave hours. The maximum number of payable vacation-leave hours amounts to 40 hours per year. The prescribed reductions occur on the payment. The resultant sum is paid with the gross salary over the month in which the AVOM option commences.

As of 1 January 2006, in order to reduce the build-up of leave, employees in salary scales 17 and 18 may be offered a customized package of conditions of employment which may include a maximum of 15 holiday-leave days (120 hours).

As of 1 January 2006, employees who can prove that they make use of regular child-care for their children may request payment of two extra holiday-leave days (16 hours) under AVOM.

Subject to the approval of the works council, the employer may, in specific situations and for specific groups or functions, agree to increase the number of resource holiday-leave hours by a maximum of 38 hours, to a maximum of 78 hours. The right of approval belongs to the most appropriate works council (central or local works council), depending on the scope of the employer's proposal.

4.3 AD OBJECT 3 REDUCTION OF TRAVEL EXPENSES FOR TRAVEL FROM HOME TO WORK V.V. & BICYCLE PROGRAMME

4.3.1 REDUCTION OF CONTRIBUTION TO COSTS FOR TRAVEL FROM HOME TO WORK V.V. AND BICYCLE PROGRAMME

This AVOM object offers employee two alternatives:

a. An increase of the tax-free payment for residence-work. Employees who are partially or entirely accountable for the costs of travel from home to work and v.v., can, within the prevalent taxable boundaries, increase the tax-free payment for travel from home to work and vice versa by a sum comparable to the difference between the tax-exempted payment for travel from home to work and vice versa and any allowances received by the employer for the costs thereof. The level of the tax-exempted sum depends on the number of travel days and the distance between home and work. The use of this object is restricted to a single daily travel distance to work and v.v. of 10 kilometres (lower boundary), measured by the ANWB-route planner (fastest route). In the event of long-term illness, this is terminated on the first day of the month following the month in which the employee reported sick.
b. Bicycle programme: see 4.3.2 up to and including 4.3.6.

4.3.2 RESTRICTION ON PARTICIPANTS

The object Bicycle programme is not open to those who have opted for this object in the current calendar year or the two previous calendar years.

4.3.3 OPTION BYCICLE, ACCESSORIES AND INSURANCE

The employee who wishes to make use of this object shall determine within certain conditions his choice with respect to the purchase of a bicycle, accessories and insurance.

For this purpose the following conditions prevail as from 2006:
1. If the catalogue value of the bicycle to be purchased is higher than the tax exemption (in 2006: € 749) the surplus thereof will be settled with the employee by deduction from the net salary in the month in which the AVOM option takes effect;
2. The value of accessories (e.g. waterproof clothing, bicycle maintenance, locks, or baby seats) may not exceed € 82 per calendar year, in combination with the purchase of the bicycle;
3. This should be for an accepted travel insurance.

4.3.4 STATEMENT BICYCLE USE FOR TRAVEL FROM HOME TO WORK V.V.
If the distance between the place of residence and the operational base is longer than 15 kilometres, the employee will submit alongside his application a signed statement 'bicycle use for travel between work and home'[24]. The employer shall assess the statement for plausibility.

4.3.5 ADMINISTRATIVE HANDLING
The administrative handling of this object may be outsourced[25]. The employer shall pay the costs of bicycle, accessories and insurance directly to the supplier, or through the entity to which the administrative handling has been outsourced.

4.3.6 SETTLEMENT AND TRANSFER OF OWNERSHIP
The employer shall transfer the ownership of the bicycle and accessories to the employee. The costs are settled with the resources brought in by the employee. The employee becomes the owner of the bicycle and accessories to that end. All maintenance and other costs of use are for the account of the employee. The prescribed tax count (in 2004: € 68) takes place in the month in which the AVOM option takes effect.

4.4 AD OBJECT 4 REDUCTION OF CONTRIBUTION FOR STUDY COSTS
The costs of the studies the employee wishes to follow to enhance his employability in his own organization or elsewhere are not fully paid in all cases (Collective Labour Agreement OI art 6.2 paragraph 3.). This object gives the employee the opportunity to reduce that part of the costs which in conformance with the Collective Labour Agreement is not paid by the employer, with the gross salary or the monetary value of a number of vacation-leave hours. In choosing this object the only restriction is that on an annual basis at least 160 vacation-leave hours should remain and to that end no maximum of 40 hour turning in is necessary.

4.5 AD OBJECT 5 UNION DUES
The employee who is a member of a union may use gross salary for his monthly union dues. If the employee opts for this object, relevant supporting documents have to be submitted annually.

[24] Showing how often and which route the bicycle travels every day.

[25] For example, to National Bicycle Projects (NFP). In that case the employer approves the application and sends this to NFP. NFP assesses whether the employee's choice meets the tax conditions, places the order for the bicycle, arranges delivery to an acknowledged bicycle shop of employee's choice and charges the costs of the bicycle to the employer.

4.6 AD OBJECT 6 LIFE-COURSE SAVINGS SCHEME

A maximum of 12% of the gross annual salary may be deposited into the life-course savings scheme. Resources for this are vacation-leave hours (a maximum of 80 per year) and/or salary (a maximum of 12%). When vacation-leave hours are used, their value is converted to a sum of money. When an employee participates in the scheme, the total deposit may in no case exceed 210% of the gross income for that year.
The criteria for taking the leave are equal to the criteria laid down in this CAO-OI for the purpose for which the leave is taken. If the employer agrees to the employee taking the leave, the employee may receive income from his/her life-course saving during the period of leave without pay.
The employer may adopt regulations for the life-course savings scheme on how the savings scheme and life-course leave are implemented.

5 FROM RESOURCE TO OBJECT

5.1 'VALUE DATE'

The value of the turned-in resources and obtainable objects takes place in the month in which the AVOM option takes effect. Settlement of resources and objects takes place against this value. A modification in the remuneration after the month in which the AVOM option takes effect does not lead to correction of the settlement.

5.2 VALUE AND COSTS OF A VACATION-LEAVE HOUR

To determine the monetary value of a vacation-leave or saved-hour the applicability of payment such as this prevails in the month in which the AVOM option takes effect, is taken as point of departure. This is reduced for those who are not working in employment to a payment such as that would prevail in the case of full-time employment. Turning in vacation-leave hours yields 1/165 part of this reduced payment. Acquiring vacation-leave hours costs 1/165 part of the reduced pay.

5.3 SWAPPING OF GROSS SALARY

An arrangement on the reduction of the gross salary leads to a lower vacation-leave pay and end-of-year bonus. In the settlement of turned-in gross salary with the purchasable objects is for that reason the value of the turned-in resources for 2006 determined by: turned-in gross salary increased by 12.1% and for 2007 determined by: turned-in gross salary increased by 13.4% (being 8% vacation-leave pay and 5.4% end-of-year bonus).

2006

from resource			**to object**
vacation-leave hours	>	hourly value	> money
vacation-leave hours	>	hourly value	> bicycle
vacation-leave hours	>	hourly value	> study costs
gross salary	>	times 1.121	> vacation-leave hours
gross salary	>	times 1.121	> travel expenses between home and work
gross salary	>	times 1.121	> bicycle
gross salary	>	times 1.121	> study costs
gross salary	>	times 1.121	> Union Dues

2007

from resource			**to object**
vacation-leave hours	>	hourly value	> money
vacation-leave hours	>	hourly value	> bicycle
vacation-leave hours	>	hourly value	> study costs
gross salary	>	times 1.134	> vacation-leave hours
gross salary	>	times 1.134	> travel expenses between home and work
gross salary	>	times 1.134	> bicycle
gross salary	>	times 1.134	> study costs
gross salary	>	times 1.134	> Union Dues
gross salary	>	times 1.134	> Life-Course Savings scheme

6. CONSEQUENCES OF REDUCING GROSS SALARY

Reduction of the gross salary is immediately factored into the salary-related allowances and payments and into the owed premiums for social insurance schemes and into the rights to these social insurance schemes. Reduction of the gross salary leads to the amendment of the pensionable income and with that to an amendment in FPU and pension claims (dependant's pension, supplementary disability pension (AAOP) and old age pension) and the allied premiums.

7 COMPLETION OF THE AVOM APPLICATION

7.1 INFORMATION

At the employee's request the employer furnishes detailed information on:
- the options;
- tax and other limiting conditions;
- consequences of a AVOM option as regards pension, social insurance schemes etc. with arithmetic example.

7.2 TIME FOR SUBMITTING APPLICATION

Employees to whom the scheme is available (paragraph 2) can make their choice known by handing in their signed AVOM application form. Depending on the chosen objects the employee attaches to the application form the required appendices (statement for bicycle use for travel between home and work) and the statement that he has taken cognisance of the potential consequences of reducing the gross salary. The employer furnishes written information on taxation and other consequences of the options, including the time frame within which the application has to be submitted. If he so wishes, an employee can request further information from the personnel department on the consequences of his choice.

8. CRITERION FOR HONOURING THE APPLICATION

The employer shall observe the following criteria in handling the AVOM application:
a. The options 'time for time' and 'money for money' are always accepted.
b. The options 'time for money' and 'money for time' are accepted, unless:

- the option does not fit within the framework of the working hours arrangement arranged with the Works Council and/or prevalent arrangements concerning staffing, availability and continuity within the department/organization,
- there are serious financial impediments.

Should serious financial impediments arise, the employer shall in negotiation with the Works Council seek a solution for those cases wherein requests for 'time for money' have been categorically rejected for financial reasons.

If an employee's request is rejected, the employer's prevailing objection and appeal procedures apply. Upon the rejection of his request, the employee has the possibility to make another choice.

The employer arranges the manner in which the AVOM application is further handled.

9 INTERIM REVISION

A choice can only be revised in exceptional situations to be decided by the employer.

10 SUSPENSION OF PARTICIPATION

Participation in the AVOM scheme can be suspended until such a time and insofar as the build-up of vacation-leave hours is arrested in connection with disability. Also in exceptional situations, at the employer's discretion, the arrangement can be adjusted in the interim.

The point of departure for the adjusted arrangement is that the financial obligations resulting from the original arrangement are completely observed by the employee. On grounds of the hardship clause (Collective Labour Agreement OI art 1.11) the employer can deviate from this.

11 TERMINATION

When it has been determined that the employment shall be terminated during the agreed duration of the arrangement, an adjusted arrangement will be made to fit the changed circumstances. Upon termination of the employment the remaining obligations will be settled with the net salary.

12 FINAL PROVISIONS

The resultant tax consequences and social insurance schemes from participation in the AVOM scheme shall be entirely for the account of the participating employee and will not be compensated by the employer. The hardship clause (Collective Labour Agreement OI art 1.11) applies here.

Appendix 7 Telecommuting Scheme

ARTICLE 1

In this scheme the following definitions apply:
a. telecommuting: carrying out activities in the employee's residence whereby information and telecommunications technology are used;
b. residence: the place where the employee lives as evidenced by statements from the municipal administrations.

ARTICLE 2

In this scheme the involved party is the employee who on a voluntary basis telecommutes on one or more workdays.

ARTICLE 3

1. The employee who of his own volition wishes to telecommute on one or more days a week can submit an application thereto.
2. An application can be approved if it benefits the interests of the organization.

ARTICLE 4

1. The telecommuting arrangements shall be established in writing with the involved party.
2. The arrangements, meant in the first paragraph, concern at any rate:
   a. The requirements resulting from the provision in or by virtue of de Working Conditions Act;
   b. The availability of the involved party;
   c. The manner of feedback with the organization;
   d. The activities to be carried out;
   e. Telecommuting facilities provided to the involved party;
   f. The manner in which the telecommuting facilities are supplied;
   g. The period in which the involved party telecommutes;
   h. The number of days per week and the days the involved party telecommutes;
   i. The manner of and the grounds for terminating telecommuting;
   j. The consequences that the termination of telecommuting holds for the telecommuting facilities provided;
   k. Data security;
   l. Aspects of privacy.

ARTICLE 5

The telecommuting facilities meant in article 4, second paragraph, section e., could be:
a. a computer and allied necessary devices;
b. refurbishment of the working room;
c. a fax;
d. a mobile telephone;

e. the installation of an additional telephone line;
f. payment of all work-related telephone costs;
g. payment of all work-related Internet costs;
h. payment for the use of the private accommodation for work.

ARTICLE 6

1. The telecommuting facilities, meant in article 5, can be put at the disposal of the involved party by the competent authority, who will also pay for this insofar as these are necessary for the involved party to enable work.
2. If the private computer and allied necessary devices are used for telecommuting the involved party can be granted a compensation to the amount of € 22.69 a month.The employer may reduce this payment if for example the involved party telecommutes infrequently or if the employer has already received a contribution in the purchase costs of the computer.

ARTICLE 7

This scheme takes effect on 1 June 2001.

CLARIFICATION

In this scheme the legal aspects of telecommuting are arranged. The following elements will at any rate be discussed:
- the appropriated definitions;
- the manner in which arrangements between the telecommuter and employer are made and laid down. This concerns i.a. arrangements on the refurbishment of the workplace, the computer device, data (telephone, modem), the manner of feedback with the organization (work negotiations, work arrangements, job assessment interview, number of telecommuting days);
- the payment of the costs connected to the arrangements mentioned above (refurbishment costs, costs of the devices, data connection costs, costs for use of private room).

The nature of the scheme is not connected to the desirability in terms of policy or the application of telecommuting within the research centres. Whether the employee will telecommute is to be agreed upon by the manager and the employees themselves, taking different factors into consideration. Therefore the scheme does not deal with the whys and wherefores of telecommuting and shall not unnecessarily restrict the space for involved parties to make arrangements about the application of telecommuting. The scheme does, however, create more clarity on the aspects of the legal position of telecommuting and to that end eradicates the obstacles to applying this form of work there where involved parties deem this desirable, insofar as these obstacles are due to lack of clarity on those aspects. Telecommuting is about carrying out activities for the organization in or from the employee's home. The application of this form of work may or may not be linked to the function that is fulfilled.
By definition telecommuting takes place on grounds of the voluntariness of the parties involved. In quantitative terms telecommuting exists in many forms. These range from a couple of incidental hours to one or more structural days or even everyday work at home.

On a voluntary basis and due to the collective interests of employer and employee an agreement on telecommuting is made. Telecommuting is neither a right, nor an obligation. This is important for the content of the skeletal scheme with respect to this form of telecommuting. For example, it is not reasonable to record enforced regulations in the area of facilities or allowances. The scheme merely sketches to the possibilities for the employer. The extent of the telecommuting facilities is not coupled to the possibilities that the tax legislation offers to provide telecommuting facilities free of tax. However, they can be used.

The scheme was not conceived to "incorporate" telecommuting in all research centres. Arrangements on the incorporation of telecommuting can best be made at the decentralised level because that is the best level to consider whether telecommuting is desirable or possible. The scheme provides the parties involved who are considering this use or this form of work with a clear framework with respect to the (legal position) conditions which should be taken into consideration. Within this framework further rules can be arranged at the decentralised level in agreement with the works councils.

ARTICLE-BASED

ARTICLE 3

The employee who wishes to telecommute can submit an application. The employer will subsequently have to consider if the organization will benefit from this. To that end he will have to take the following into consideration:
- the financial consequences of telecommuting for the employer;
- the effects of telecommuting on the quality and quantity of the work delivered;
- the influence of telecommuting on the staff motivation;
- the influence of telecommuting on the continuity of the organization;
- the question whether the function is suited to telecommuting;
- the personal traits of the involved party;
- the home situation of the involved party;
- privacy and safety aspects.

ARTICLE 4

With the involved party who at his own request has been allowed to telecommute, written arrangements will be made which will ensure the conditions under which telecommuting takes place. The arrangements as regards the requirements resulting from the Arbo legislation consist of the following. The employer is under the obligation to ensure that the workplace of the telecommuter meets the requirements of the ARBO requirements and that the relevant employee also works at home in compliance with the prevalent Arbo-regulations. To that end the employer cannot continuously supervise the telecommuting place. Adequate information to the employee is a requirement to that end. In addition the involved party must explicitly declare that the workplace meets the requirements of the ARBO requirements and that he shall carry out his activities in compliance with the prevalent Arbo-regulations.
Furthermore, the involved party must agree to inspection of the workplace by or on behalf of the employer subject to the timely announcement of such inspections. In the formulation of the general Arbo policy the employer shall pay attention to telecommuting as well as the experiences which have been accumulated along the way. The Arbo policy must be co-determined.

Specific provisions for working from home – for example for providing benefits, registration of relevant data and the notification of accidents - have been recorded in the working Conditions Act (Bulletin of Acts 1997, 60). In addition the arrangements see to:
- the telecommuting facilities and the manner in which these are provided to the party involved;
- the concrete working arrangements such as: availability, the manner in which feedback to colleagues /executive take place, the number of telecommuting days per week, activities to be carried out;
- the termination of telecommuting and the consequences thereof for the telecommuting facilities given to the involved party.

ARTICLE 5

This article sums up the telecommuting facilities which may be provided to the involved party by the competent authority. The facilities shall be goods (computer, workroom refurbishment, fax, mobile telephone) and payments (telephone costs, Internet costs, housing).The employer shall determine whether the facilities are offered, made available or funded. The provision of a telecommuting facility means that the facility becomes the property of the employee. Making a facility available means that the facility is given on loan to the employee and remains the employer's property. Funding of the facility means that the employee will be given a monetary sum for the telecommuting facilities. Tax legislation makes it possible that if certain conditions are met telecommuting facilities can be provided free of tax, or can be given up to a certain tax-free maximum value, given on loan or funded. This may be taken into consideration when providing telecommuting facilities.

ARTICLE 6

The employer is not under obligation to provide telecommuting facilities; the involved party and the employer should make further arrangements for that. They can also arrange that the involved party provides the telecommuting facilities. Before telecommuting facilities can be provided the following conditions must be met. The involved party needs the facility in order to telecommute. Depending on the concrete implementation of the telecommuting a certain facility may be necessary. This will mainly involve facilities such as fax and a mobile telephone, Internet costs, and the laying of an additional telephone line. Furthermore, the involved party who already has access to a furnished telecommuting workplace meeting the Arbo standards will not qualify for the refurbishment of the workroom at the expense of the employer.

The second paragraph provided that the involved party who already has a personal computer with accompanying devices will be given a tax-free payment to the amount of € 22.69 a month, if his computer is used for telecommuting. The costs involved are for depreciation and maintenance and include insurance costs (fire and burglary) as well as electricity costs for the device (but not for lighting in the workroom).
A reduction of this sum is in any case reasonable in those cases in which the involved party has received a subsidy from employer for the PC programme project for the purchase of a computer or if the involved party telecommutes on an incidental or infrequent basis.

Thus agreed by Collective Labour Agreement parties in The Hague on 12 February 2007.