

# **Collective Labour Agreement (CAO) Wageningen Research Foundation**

**from 1 April 2019 to 31 March 2021**

## **RESULT OF NEGOTIATIONS on the CAO for Wageningen Research Foundation 16 July 2019**

### **1. Validity term cao**

The validity term of the CAO is from 1 April 2019 to 1 April 2021.

### **2. Salaries**

The salary scale amounts will be increased by 2.5% on 1 July 2019 and 2.5% on 1 July 2020.

### **3. One-time payment**

For full-time employees who are employed throughout 2019, the December bonus for 2019 will be increased once by an amount of €250. Part-time employees and employees who commenced employment in the course of 2019 will receive a proportionate amount.

### **4. Employee premium for the Wageningen Research (formerly DLO) unemployment insurance repair 2016**

The employee's premium agreed in the CAO DLO (2017-2019) for the WW 2016 Wageningen Research repair will be borne by the employer during the period from 1 January 2018 to 1 April 2021. The employee's premium used by the PAWW Foundation is **0.2%** of the annual income for 2018, **0.3%** for 2019, **0.4%** for 2020 and **0.125%** for 2021 (until 1 April).

### **5. Adjustments of allowances as of 1 July 2019**

The adjustments referred to in this section (with the exception of the kilometre reimbursement for own means of transport) bring the various allowances more in line with the allowances for central government and/or those in the tax regulations.

#### a. BHV (CAO Article 7.5)

Basic bonus		€300 (was €230)
Job bonus	Head of BHV	€800 (was €460, €575 or €690)
	Emergency response team leader	€400 (was €345, €575 or €690)
Employment anniversary bonus		€600 and €1200 (was €460 and €920)

#### b. Measures related to business relocation (CLA Annex C III)

Additional allowance: from 18 cents to 19 cents.

#### c. Implementation regulation relocation expenses

Travel expenses for family visit Article 6, paragraph 3:	10 cents (was 9 cents)
Commuting allowance, Article 7	
paragraph 1 sub b	19 cents (was 18 cents)
paragraph 2 sub b	19 cents (was 18 cents)
paragraph 3 sub b	19 cents (was 18 cents)
Annex to the regulation	
- relocation expenses	€1,500 (was €1,361.25)
- necessary double accommodation costs	€300 per month (max. 4 months) (was €300.00 in total)
- other relocation expenses	€5,850 (was €5,445.00)
- maximum relocation expenses, not relocating own household	€2,925 (was €2,722.50)

#### d. Implementation regulation business travel

##### Domestic travel

##### *- Use of public transport*

Greater use will be made of public transport for business trips instead of own means of transport with motor vehicles.

*- Own means of transport*

Traveling with your own means transport will be permitted only in exceptional situations. The kilometre reimbursement for using one's own means of transport will therefore be adjusted by no more than 4 cents per kilometre from 28 cents to 32 cents (of which 19 cents are taxed and 13 cents untaxed under current legislation). The relocation expenses allowance, as referred to in Article 8 paragraph 4, remains at €35.

*- Reimbursement of lodging expenses*

Breakfast component	€ 10.13 (was € 6.31)
Lunch component	€ 9.16 (was € 10.76)
Dinner component	€ 22.99 (was € 16.26)
Lodging component	€ 102.59 (was € 65.11)
Minor expenses:	
- day component	€ 4.52 (was € 3.40)
- evening component	€ 9.05 (was € 10.19)

Travel abroad

*- Use of public transport*

Greater use will be made of public transport for business trips instead of one's own means of transport with motor vehicles.

*- Own transport*

Traveling with one's own means of transport will be permitted only in exceptional situations. The kilometre reimbursement for one's own means of transport will therefore be adjusted by no more than 4 cents per kilometre from 28 cents to 32 cents (of which 19 cents are taxed and 13 cents untaxed under current legislation).

e. Internships (6 weeks or more)

MBO level	€ 395 (was € 150) per month
HBO level	€ 544 (was € 200) per month
University level	€ 544 (was € 250) per month

**6. Dynamic vitality**

Dynamic vitality (vitality, workability & employability) means strengthening employees mentally, emotionally, spiritually and physically so they are able and willing to be productive and inspired in their current and future work. Vital employees are also the foundation of a healthy organisation. Vital and enthusiastic employees experience more pleasure in their work and perform better and more flexibly. This benefits both the organisation and its employees.

A lot is already happening in these areas, although this not always sufficiently visible. A wide variety of measures are being deployed, some of which overlap. The current emphasis is usually on the individual, which means that an approach at team or organisational level remains underexposed. To ensure more clarity and coherence between the various projects, to align them effectively in time and to gain commitment from employees and managers, an ongoing multi-year project (Vital@work) is being prepared.

**7. Dynamic development**

The development of sustainable employability and shifting within and between jobs are permanent points of attention. This is not only about updating knowledge, skills and behaviour, but is especially about deepening and broadening these competences, both during development in one's current job and throughout one's career. The organisation must also expect and accept that employees will demand opportunities for this development. In a previous CAO, agreements were therefore made about what employees can demand from the organisation as a minimum, i.e. minimum entitlements to time and funding for development. The parties endorse the necessity for employees to make agreements with their manager about concrete interpretations of these agreements. During the subsequent CAO negotiation, an expansion of the minimum entitlements will be a topic of discussion if it appears that employees themselves are also initiating agreements on training and development. This can be demonstrated, for example, by a

substantial increase in the number of training hours, including development hours, in the time registration system. The effectiveness of Work-to-Work (WnW) will also be examined during the term of the present CAO at two Sciences Groups.

#### **8. Diversity and solidarity between generations**

Wageningen Research wants to be an inclusive organisation, which values and promotes diversity in terms of gender, life phase, nationality, ethnic background and LGTB orientation. Regarding diversity on the basis of life phase, each phase has its own challenges in terms of mental and physical vitality as well as work pressure and life pressure. In addition, the government expects everyone to continue working longer. Working until later in life is mentally or physically simpler for some jobs or situations than others.

At the same time, individual private circumstances, wishes and health situations are not always age-dependent.

Flexible working hours and workloads can enable an optimal work-life balance. Examples of this are maternity leave, parental leave or generation schemes, all of which enable employees to adapt their work if necessary.

The workforce is aging due to the shift in the statutory retirement age, which often results in longer careers. This has negative consequences for hiring new employees and for the careers of existing ones. Consequently, it is important to encourage the intra-organisational mobility of young and middle-age employees, and to offer them more career perspective, which will also promote the influx of young people into the organisation.

This can be done by supporting older employees and enabling them – where necessary and desired – to work fewer hours if this contributes (mentally or physically) to them working vitally until retirement and aids the transfer and retention of their knowledge and experience in the organisation, while at the same time making space for subsequent generations. This is about solidarity between generations and between phases of life.

To this end, agreements were made about a temporary generation instrument in the 2017-2019 CAO. The parties have now agreed to a scheme whereby employees will be entitled to reduce their working week to 80% or 60% within 5 years of their statutory pension age, albeit with a minimum of 16 hours per week on average with a workweek of at least 3 days. This will result in decrease in salary of 15% and 30%, respectively, without this having consequences for pension accrual under current regulations. The resulting vacancies in the workforce due to participation in the above scheme will be used for hiring new employees and promoting/transferring existing ones. The basic principle for the implementation will be cost neutrality for the employer.

#### **9. Reducing the use of payrolling**

The employer has ascertained that payrolling for project organisations with varying activities is an important and socially accepted approach to performing work, which is also regulated in the Labour Market in Balance Act (Wab). However, the employees' organisations consider payrolling to be undesirable. The effects of the use of payrolling after the introduction of the Wab as of 1 January 2020 cannot yet be effectively estimated.

The parties have agreed to reduce the use of payrolling. A first concrete step in this regard is to reduce the influx of new payroll agreements (Randstadters) in proportion to the influx of new WR employees in the period 1 August 2019 to 1 August 2020 by 25% compared to the period 1 August 2018 to 1 August 2019.

In September 2020, the parties will consult with each other about the realisation of this agreement and any subsequent steps, partly in relation to the implementation of the Wab.

#### **10. Changes the CAO text**

The parties to the CAO will revise and clarify the text of the new CAO and make technical changes, partially on the basis of agreements made, experiences, amended legislation and jurisprudence, as well as foreseen legislation such as the Wab.

All amounts stated are gross amounts; statutorily required payments can or will be withheld from these amounts.

Employee organisations will present the above negotiation results to their members with a positive recommendation and inform the employer by 30 June 2019 at the latest about their members' deliberations.

Wageningen, 16 July 2019

**Wageningen Research Foundation**

On behalf of the Executive Board

L.A.C. Buchwaldt MBA, member

**FNV Overheid**

J. Boersma

**CMHF**

J. Hut

**CNV Overheid en Publieke Diensten**

C. Cuperus

**VCPS**

W. Colijn

# **Collective Labour Agreement (CAO)**

## **Wageningen Research Foundation**

Thus agreed at Wageningen on 28 October 2019

**Wageningen Research Foundation:**

**On behalf of the Executive Board**

L.A.C. Buchwaldt, lid

**FNV**

J. Boersma

**CMHF**

J. Hut

**CNV Overheid**

C. Cuperus

**VCPS**

W. Colijn

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# Chapter 1 General provisions

## Article 1.1 Validity term

The validity term of the CAO is from 1 April 2019 to 31 March 2021.

## Article 1.2 Nature

The CAO is a standard collective labour agreement. Implementation regulations referred to in the CAO serve to augment the CAO. Interpretation of the CAO lies with the parties.

Adoption of and amendments to the implementation regulations are carried out by the employer in consultation with the trade unions involved with the CAO. To implement the regulations, the employer may establish administrative rules (guidelines). The CAO applies to all employees.

## Article 1.3 Compliance

During the validity term of the CAO, the parties are obligated to comply with the provisions in the agreement.

## Article 1.4 Consultation

Parties shall consult regularly regarding the state of affairs within the organisation.

## Article 1.5 Definitions

In this CAO, the subsequent terms are defined as follows:

- a CAO: this Collective Labour Agreement, including the corresponding Appendixes and Implementation Regulations;
- b Employer: Wageningen Research Foundation;
- c Employee: an individual who works for the employer based on an employment contract.

According to this CAO, the definition of an employee excludes the following: members of the Executive Board of the Wageningen Research Foundation, an intern, a volunteer and an individual with whom the employer has signed an apprenticeship agreement. Solely for the purposes of readability, in this CAO the masculine pronoun (him, his etc.) will be used when referring to the term 'employee', but includes both female and male personnel;

- d Partner: spouse or registered partner, including the life partner with whom the non-married employee lives and – with the intention of living together sustainably – maintains joint housekeeping and which can be proven with a mutual written declaration;
- e Month: a calendar month;
- f Monthly salary: the fixed salary amount for the employee within a salary scale, as listed in Appendix A of this CAO;
- g Monthly income: the sum of the monthly salary and the fixed allowances for which the employee qualifies;
- h Fixed allowances:
  - 1 Allowance for irregular working hours;
  - 2 Reduced allowance for irregular working hours;
  - 3 Additional structural remuneration;
  - 4 On-call and standby duty allowance;
  - 5 Inconvenient working conditions allowance;
  - 6 Personal allowance;
  - 7 Substitution allowance;
- i Expired
- j Annual salary: 12 times the monthly salary;
- k Annual income: 12 times the monthly income, including the holiday allowance and the structural December bonus;
- l Hourly salary: 1/156th of the monthly salary;
- m December bonus: allowance paid in December on the basis of an agreed percentage of the annual salary;

- n Workweek: the average working time per week related to the total number of hours to be worked annually;
- o Working hours: the time between the fixed starting and ending times of the daily duties for the employee;
- p WR: Wageningen Research;
- q Duty roster: an overview of working hours that indicates when the work activities of an employee start, end or are interrupted;
- r Overtime: incidental exceeding of the working hours specified in the applicable duty roster, by order of the employer;
- s Work location: the location assigned by the employer where the employee generally performs his duties or from which he generally begins his duties;
- t COR Wageningen UR: Central Works Council as referred to in the Works Councils Act;
- u OR: Central Works Council as referred to in the Works Councils Act;
- v WUR: Wageningen University & Research;
- w Home address: the address where the employee lives, as defined in the applicable fiscal legislation;
- x Work address: the address where the employee works, as defined in the applicable fiscal legislation;
- y Direct manager: the manager with whom the employee conducts their annual P&D interview.
- z Financial year: fiscal calendar year to which the employee's choice of sources applies, in accordance with the Conditions of Employment Choice Model.
- aa Employment contract: an employment contract with the Wageningen Research Foundation;
- bb On-call employee: the person who occasionally carries out work during changing working hours to be determined by the employer. This work falls within the scope of the relevant unit.

#### **Article 1.6 Part-time employees**

In an individual employment contract in which fewer than an average of 36 hours per week have been agreed, the provisions in this CAO will apply proportionally in relation to the agreed workweek, unless stated otherwise.

#### **Article 1.7 Gross amounts**

The amounts stated in this CAO are gross amounts, unless stated otherwise.

## Chapter 2 Commencement of employment

### Article 2.1 Medical examination

A medical examination will only take place if one or more special medical requirements have been set for the execution of the relevant job.

### Article 2.2 Individual employment contract

1 Employer and employee enter into an employment contract in which, in addition to the provisions in Article 7:655 BW, the following is also included:

- this entire CAO is declared applicable to this individual employment contract;
- the job classification and level;
- the salary scale.

The employment contract and any amendments to it are made in writing and in duplicate. The employer will send the employee a copy signed by both parties within four weeks.

2 The employment contract includes an agreed career contract. The career contract specifies the total length of time in a specific job (usually between three and five years). The career agreements take into account the job brief and the results of the P&D interviews.

3 A fixed-term contract is entered into with a PhD student for the intended duration of the PhD study. The duration of the employment contract is set at a fixed term upon commencement of employment.

Contrary to the above provisions in this Article, upon commencement of the PhD study, a one-time agreement is made with the PhD student for a maximum of 18 months.

4 If the PhD student requests this, the employer may decide to extend the duration of the employment contract referred to in paragraph 3 with:

- a the duration of the parental leave taken;
- b the duration of an executive function acknowledged by the Executive Board. In all cases, such executive functions include membership in a participational body within WR and the executive activities at one of the employee organisations that are party to the CAO consultation, or an association linked to such an organisation.

5 As a supplement to the preceding paragraph, the employment contract with the PhD student can be extended upon his request with:

- a the duration of the pregnancy and maternity leave taken, unless important interests of the employer prevent this;
- b the duration of illness up to a maximum of 18 weeks if there is a continuous period of illness of at least 8 weeks and an occupational disability percentage of more than 35%. The extension of the employment contract will not be longer than the required time for completing the PhD study.

### Article 2.3 Probationary period

Contrary to the provisions of Article 7: 652, paragraph 5, subsection a, and paragraph 6 of the Dutch Civil Code (from 1 January 2020: Article 7: 652, paragraph 4, subsection a, and paragraph 5 of the Dutch Civil Code), a probationary period of two months may be agreed upon when concluding an employment contract.

### Article 2.4 Employment contract for fixed term or indefinite period

1 Contrary to Article 7:668 paragraph 1a and b of the Dutch Civil Code, for the following jobs or employment relationships fixed-term employment contracts may be extended for up to 48 months or to a maximum of 4 successive employment contracts:

- a Jobs such as WR Researcher and HBO Researcher, in which the work activities are temporarily funded externally or where co-financing is involved (temporary programme and/or project funding). The reason for the temporary extension must result from the necessity of being able to deliver a quality product or result to the external sponsor or co-financier.

- b Employment relationships where the work activities are not structural, however are necessary for operational management (for example support work activities that benefit a temporary project) and have not been completed within the prior set time frame.
- 2 For the jobs designated in Annex H, the intervals as referred to in Article 7:668a paragraph 1 sub a and b of the Dutch Civil Code are shortened to three months if those jobs can be held for a period of no more than nine months per year and cannot be held by the same employee for a period of more than 9 months per year. Parties may supplement the functions listed in Annex H.
- 3 Article 7:668a paragraphs 1 and 2 BW are declared partially or fully non-applicable in relation to the following temporary employment contracts that have been declared exclusively or primarily intended for the employee's training purposes:
  - a PhD candidate;
  - b research trainees during a period of no more than 48 months or a maximum of 4 temporary employment contracts. A research traineeship is a training position for HBO graduates and post-academics (post-Master's and post-docs) focused on acquiring specific or general research skills.
- 4 Contrary to the provisions in Article 7:668 paragraph 2 of the Dutch Civil Code, in determining the total duration and of the total number of sequential employment contracts, employment contracts concluded between the employee and different employers who can be assumed to be each other's successor with respect to the job activities are not taken into account.
- 5 Should an employment contract be entered into for no more than 3 months immediately following an employment contract of 24 months or longer (from 1 January 2020: 36 months or more), then this last employment contract will not be regarded as being entered into for an indefinite period.
- 6 For the duration of the CAO, parties may supplement the jobs or job categories referred to in paragraph 3 with other jobs, job categories or types of employment contracts.
- 7 The first paragraph does not apply to employees who have reached the statutory retirement age. Contrary to the provisions in the paragraph referred to in the previous sentence, after reaching the statutory retirement age an employee can be contracted 6 times within a fixed period not exceeding 48 months. For determining the maximum duration and/or the number of successive employment contracts, only the employment contracts entered into after the statutory retirement age is reached are considered.

#### **Article 2.5 Obligation to relocate**

The employer may require the employee to relocate if the former deems this necessary for the performance of the latter's duties. The Implementation Regulations Relocation Expenses Wageningen University & Research are applicable.

#### **Article 2.6 Participation in the pension fund**

The Pension Regulations of the General Pension Fund for Public Employees (ABP) are applicable to the employee; The employer will sign the employee up to this retirement fund from commencement of the employment contract.

## Chapter 3 Remuneration

### Article 3.1 Job classification level

- 1 The employee's job is classified based on the WR Job Level Classification System. The University Job Ranking system (UFO) is part of the WR Job Ranking System.
- 2 Every classification level includes a salary scale. The salary scales are listed in Appendix A of the CAO.
- 3 In establishing a new or amended job profile, the Complaint Procedure Job Classification Wageningen Research applies.

### Article 3.2 Determining the monthly salary

- 1 The salary of the employee is based on the classification of his job and is paid monthly by bank transfer to the employee on the next-to-last day of the month.
- 2 Upon commencement of employment, the salary classification is theoretically set at salary number 0. If the employee possesses the relevant knowledge, skills and experience in relation to the job, then it can be scaled in at a higher salary scale.
- 3 If the employee does not yet possess sufficient knowledge, skills or experience to fully carry out the job, then a salary scale can be allocated for a maximum period of two years that is a maximum of one salary scale below the scale corresponding to the classification level. If the Performance and Development Interview (P&D) demonstrates full job performance capability, the employee's salary will be in accordance with the classification level.
- 4 Paragraph 3 does not apply to PhD candidates.
- 5 The employee who, as a result of being posted abroad or from abroad, qualifies for a tax-free (extraterritorial) remuneration, may be paid a monthly salary that is lower than the salary that otherwise applies to him, if this is necessary to receive the above-named tax-free remuneration from the employer.

### Article 3.3 Annual salary adjustment

- 1 If the employer determines that the employee is performing "adequately", the salary of the employee who has not yet reached the maximum of the applicable salary scale will be increased annually by a set increment within the salary scale. This determination of adequate performance can be based in part on the most recent P&D report.
- 2 If the employer believes that the employee is performing "very well" or "exceptionally", or if he has other reasons to do so, he is permitted to raise the employee's monthly salary by 2 increments within the scale.
- 3 The annual increment is awarded on 1 January to an employee who commenced employment before 1 October of the preceding year. This may be a different date in case of a PhD candidate or in relation to using the Regulations for the Life-cycle Savings Scheme.

### Article 3.4 Transition to a different salary scale

- 1 If an employee is promoted to a higher salary scale, the employee will always be allocated at least the nearest higher salary number in the new salary scale.
- 2 Employees who, at the request of the employer, agree to be placed in a job at a lower salary scale, will be paid according to the lower salary scale starting from the month following the placement. The monthly salary will be adapted to the lower job classification by scaling the salary to the next lower salary number in the lower salary scale. The employee retains the right to a periodic salary increase in the new scale if the employer deems him to be performing "well" in the new job. The difference between the original monthly salary and the new monthly salary will be converted into a personal allowance. This allowance is included when determining the pensionable salary, the holiday allowance and the employment anniversary bonus.
- 3 The personal allowance described in paragraph 2 will not be granted to employees who are following a WnW programme as referred to in Chapter 6 or have been designated as a reappointment candidate as referred to in Chapter 10. In those cases, the provisions of Chapter 6 and Chapter 10, respectively, apply.

- 4 At the request of the employer or the employee and with the agreement of both parties, the employee who is set to reach the AOW entitlement age within 10 years according to the provisions valid at the time of granting, can be placed in a job with a lower classification level.  
The monthly salary will be adapted to the lower classification level by scaling to the next lower salary amount in the new salary scale, but not higher than the maximum of the new salary scale. Insofar as the maximum of the new salary scale has not yet been reached, the annual salary increase will be derived from the new salary scale. The personal allowance referred to in Article 3.4 paragraph 2 does not apply. Subject to the provisions in the ABP Pension Regulations, the original higher income will remain indicative of the income for pension accrual.
- 5 If a job, due to reclassification, is placed in a lower salary scale, the provisions in paragraph 2 of this article apply with respect to the salary number within the new scale.
- 6 Contrary to the provisions in the above paragraphs, an employee who is reappointed because he is unable to perform his duties due to illness, will be placed in a lower salary scale from the moment of reappointment.

### **Article 3.5 Substitution allowance**

- 1 Employees who temporarily substitute in a job with a higher classification, will remain in the salary scale that applies to their own job.
- 2 If the temporary substitution has taken place continuously for one month, the employee may be granted a temporary allowance. This is not applicable in case of training or career development.

### **Article 3.6 Forms of extra remuneration**

- 1 The employer can allocate a one-time gross payment to an employee or a group of employees.
- 2 The employer can raise the monthly salary of a permanent or temporary employee to an amount listed in a higher salary scale if the employee, in the judgement of the employer, performs more than "adequately" or if there are other reasons for this.

### **Article 3.7 Holiday allowance**

- 1 The employee is entitled to a holiday allowance of 8% of their monthly income with a minimum of 8% of the monthly salary in salary scale 3, salary number 10.
- 2 In principle, the holiday allowance is paid once per year for a period of 12 months, which begins with the month of June of the previous calendar year.
- 3 Employees who receive a reduced monthly income due to illness, their holiday allowance is nevertheless based on their full monthly salary.  
If the actual monthly income received is not higher than the pension contribution payable by the employee, for the application of paragraph 1, the assumption will be made that no monthly income has been earned.

### **Article 3.8 Employment anniversary bonus**

- 1 If the employee has been in the service of the employer for 12.5, 25, 40 and 50 years, he is entitled to the following bonus:
  - a 12.5 years: 50% of the monthly income, plus the holiday allowance for one month.
  - b 25 years: 75% of the monthly income, plus the holiday allowance for one month.
  - c 40 and 50 years: 100% of the monthly income, plus the holiday allowance for one month.Employment at Wageningen University - taking into account one's own right of transition - is seen as equivalent to employment at the Wageningen Research Foundation in terms of the employment anniversary bonus.
- 2 For employees who were employed by the Wageningen Research Foundation on 1 January 2013 and their employment there has been continual since then, their employment between 1 January 2004 and 1 January 2013 at Van Hall Larenstein Foundation will also be counted towards their employment anniversary bonus if this directly links to their employment at Wageningen Research Foundation or Wageningen University.



- 3 The employee who has worked for the employer for 10 years or more, and who is discharged due to occupational disability or financial reasons, will be allocated an employment anniversary bonus in proportion to the period of employment, provided the right to the employment anniversary bonus would have existed within 5 years after the date of discharge.

**Article 3.9 December bonus**

- 1 The employee is entitled to a structural December bonus of 3% of the salary received in that calendar year (see Appendix A).
- 2 The employer will pay the December bonus in December; upon dismissal, payment will be made together with the last salary payment.
- 3 The December bonus may be subject to conditions yet to be negotiated.
- 4 For employees who are employed on 1 December 2019, the December bonus 2019 will be increased once by an amount of €250.00. Part-timers and employees who entered service in the course of 2019 will receive a pro rata amount.

# **Chapter 4 Workweek, working hours, holiday and leave, illness and occupational disability**

## **Section 1 Workweek and working hours**

### **Article 4.1.1 Workweek and working hours**

- 1 The full workweek per week is an average of 36 hours. Following consultation with the employee, the employer determines the working hours for each scheduled period (ranging from one week to a maximum of one year).
- 2 At the request of the employee, the workweek referred to in paragraph 1 can be expanded to a 40-hour workweek, where compensation hours are accrued over a period of no more than 7 years (accumulated leave). The employer will, on the basis of the organisation's interests, assess whether the employee's request will be met. It is recorded in writing that the accrued hours are used consecutively immediately after the end of the agreed accumulation period, unless an agreement has been made in writing with the employer for use in another period. In consultation with the employer, the accumulated hours can be used as the employee sees fit.  
If not used during the applicable period, the accrued hours expire.
- 3 In consultation with the Central Works Council (COR) of Wageningen University & Research, the employer can stipulate a maximum of three collective holidays per year.
- 4 As a rule, employment activities are conducted as much as possible from Monday through Friday. On Saturdays, Sundays and holidays, only activities that are strictly necessary will be conducted, according to the employer's judgment.
- 5 When arranging the working hours, the religious beliefs of the employee will be taken into account whenever possible.
- 6 In consultation with his manager, the employee may carry out a portion or all of his work activities at another work location.

### **Article 4.1.2 Compensation hours**

- 1 Compensation hours must be used to offset hours worked in a week that deviate from the average weekly working hours in the employee's contract. Consequently, within a scheduled period of a maximum of one calendar year, the average weekly working hours is equivalent to the average weekly working hours specified in the contract.
- 2 If the employee is using the accumulated leave referred to in Article 4.1.1 paragraph 2 or an agreed period of accrual of compensation hours, and they cannot work due to illness, the compensation hours will still accrue during the first four weeks of their occupational disability/leave, in accordance with the applicable work schedule. Thereafter, a schedule will apply that is equal to the average weekly working hours specified in the employment contract.
- 3 If the employee is sick or becomes sick during planned or scheduled compensation hours, these scheduled hours are deducted from the credit balance for compensation hours.
- 4 Compensation hours will expire at the end of the calendar year in which they are accumulated, with the exception of the accumulated leave.

### **Article 4.1.3a Overtime**

- 1 The employee in a lower salary scale than scale 11 and a job classification other than (WR) Researcher or PhD candidate, who works overtime at the instruction of the employer will receive compensation from the employer.
- 2 The compensation for overtime may consist of free time, equal to the duration of the overtime, plus an allowance.  
Should organisational circumstances pose obstacles to awarding free time, a monetary sum will be paid out instead. The free time should be taken within a period of six months.
- 3 For each scheduled hour, the allowance amounts to a percentage of the employee's current salary per hour, calculated as follows:

- a 25% for overtime hours on Monday through Friday between 7:00 and 18:00;
  - b 50% for overtime hours on Monday through Friday between before 7:00 or after 18:00 and overtime hours on Saturday between 0:00 and 16:00;
  - c 100% for overtime hours on Saturday after 16:00 and any hours on Sunday or public holidays.
- 4 Overtime that is shorter than half an hour per day and relates to the employee's work schedule will not be paid out.
  - 5 At his request, the employee will be exempted from overtime if the employer judges that the situation involves exceptional circumstances that impede overtime.

#### **Article 4.1.3b Meal allowance**

- 1 In case of overtime lasting longer than two hours, the employer shall provide the employee with a meal or meal reimbursement equivalent to the actual, demonstrable costs of a meal, to a maximum of € 16,26.
- 2 The employer may, in the same fashion, apply these regulations to similar situations involving overtime work.

#### **Article 4.1.4a Irregular working hours**

- 1 The employee in a lower salary scale than scale 11 or a job classification other than (WR) Researcher or PhD candidate who, at the instruction of the employer carries out work activities (other than overtime) at irregular or somewhat irregular hours as referred to in paragraph 2 will receive an allowance (TOD) from the employer.
- 2 For each scheduled hour, the allowance amounts to a percentage of the employee's current salary per hour, calculated as follows:
  - a 40% for the hours on Monday through Friday between 0:00 and 7:00 and between 20:00 and 24:00; and for the hours on Saturday;
  - b 75% for the hours on Sunday and holidays;
- 3 The percentages referred to in paragraph 2 are calculated on the basis of no more than the hourly salary derived from salary number 10 of salary scale 7.
- 4 Employees, who on 1 November 2015 received a fixed allowance or a phased-out fixed allowance for irregular working hours, will retain this allowance provided the corresponding conditions have been met. Article 5.1.5b of the CAO DLO 2011-2013 will remain applicable to them.

#### **Article 4.1.4b TOD Phasing-out Scheme**

- 1 The employee whose monthly income, through no fault of his own, was permanently reduced by 3% due to a termination or reduction of the allowance referred to under Article 4.1.4a paragraph 1 will qualify for an allowance based on the TOD phasing-out scheme.
- 2 The calculation basis of the allowance as referred to in paragraph 1 is: the difference between the average monthly allowance that the employee received during the 12 months preceding the reduction and the allowance that he received after the reduction.
- 3 The payment duration is equal to  $\frac{1}{4}$  of the time - without an interruption of more than two months - during which the employee received the allowance prior to the commencement date of the reduction. The maximum payment duration is 3 years.
- 4 The payment duration is divided across 3 equal periods. The allowance for the first period is equal to 75%, for the second period this is 50% and 25% for the final period.

#### **Article 4.1.5 On-call and standby duty**

- 1 Employees in a salary scale lower than scale 11, and who are not classified as (WR) Researchers or PhD candidates, will receive an allowance if they, at the instruction of the employer, must remain reachable and available (on-call) for work outside of their standard working hours,
- 2 This allowance per full hour of being on-call is 10% of his salary per hour, but not more than the maximum salary of salary scale 3.
- 3 The allowance calculated on the basis of paragraph 2, will be increased by 25% of the salary per hour if this involves the obligation to be physically present for a standby shift.

- 4 In the performance of urgent work, Article 4.1.3a is applicable in compliance with the following:
  - a in the case of on-call duty, the overtime starts from the moment the employee leaves their place of residence outside the employer's premises and ends at the moment they have returned to their residence outside the premises of the employer; the time spent will be rounded off to the nearest half hour, and a minimum of two hours of overtime will be paid.
  - b for each period during the on-call shift in which the employee is called for work, the period of overtime is determined by rounding up to the nearest half hour.

#### **Article 4.1.6 Occasional work without a fixed number of hours**

1. For the jobs listed below there is no entitlement to wages if no work is performed and the work connected to those jobs is incidental in nature and has no fixed number of hours: This exclusively concerns:

- hall watch;
- hospitality functions;
- invigilators;
- interviewers;
- language, sports and music teachers;
- editors;
- front desk and information staff;
- personal chauffeurs;
- wardrobe staff;
- students (not including student assistants) who carry out exclusively administrative and organisational work activities.

Parties may supplement this list during the duration of the CAO.

2. By way of derogation from Article 7: 628a, paragraphs 2 and 3 of the Dutch Civil Code, on-call and change notification periods of 24 hours apply (from January 1, 2020).

#### **Article 4.1.7 Senior Employee Scheme**

- 1 For employees who were born before 1 January 1955 and who have been in service with the employer since 1 January 2017 or before, the Implementation Regulations Senior Staff Scheme WR 2005 apply.
- 2 If a group of employees collectively falls under the CAO WR, then it will be discussed with the employee organisations who are parties to in this CAO whether this transitional scheme also applies to that group of employees.

## **Section 2 Holiday and leave**

#### **Article 4.2.1 Public holidays**

- 1 The employee is entitled to paid leave on New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, King's day and 5 May (Liberation Day) once every 5 years, to the extent these days do not fall on a Saturday or Sunday.
- 2 If the employee wishes to take leave to celebrate a religious holiday or commemorative day, he must submit a request to this end in a timely fashion. The employer may not reject such a request. The leave will be deducted from his accumulated holiday or compensation hours.

#### **Article 4.2.2 Holiday and personal leave**

1. The employee with an average workweek of 36 hours has a right to 144 statutory and 27 non-statutory holiday hours per calendar year. The accrual takes place on a monthly basis, pro rata and in proportion to the agreed working hours.

For employees referred to in paragraph 1 with birthdates from 1951 through 1955 who were employed on 1 April 2017, the number of non-statutory holiday hours will be increased with 7,2 personal leave hours on 1-1 2018.

The right to personal leave is not applicable when participating in the Senior Staff Scheme, the Vitality Pact or the (former) Generation instrument

**Article 4.2.3 Interruption of work activities**

- 1 The employee will not accumulate holiday hours for the time during which he is not entitled to continued salary payments due to non-performance of work activities. This does not apply to the employee who cannot carry out his duties due to illness, whether or not this involves continued salary payments.
- 2 During the period of parental leave as referred to in Article 4.3.1, paragraph 3, no rights to holiday hours are accumulated during the leave period.

**Article 4.2.4 Taking holiday hours**

- 1 The employer will set down the dates for the start and end of the holiday in writing following consultation with the employee.
- 2 The employee is obligated to take the holiday leave hours whenever possible during the year in which they were accumulated.
- 3 Only an urgent need on the part of the organisation can lead the employer to change the previously approved holiday schedule. If the employee suffers unavoidable and demonstrable damage due to this change, he will be compensated.

**Article 4.2.5 Continuous holiday leave**

During every calendar year, the employee is obligated to take at least three weeks of holiday leave, of which two weeks are continuous.

**Article 4.2.6 Illness during holiday**

If the employee becomes sick during the scheduled holiday, the hours during which he is sick will not be counted as holiday hours.

This is only the case after approval from the manager or after the employee submits a medical statement.

**Article 4.2.7 Holiday at end of employment**

- 1 After the termination of employment, the employee will be given the opportunity to take his remaining holiday hours. Following consultation between the employer and employee, these holiday hours may only be taken during the notice period.
- 2 For every holiday hour not used he will be reimbursed an amount equal to 1/156th of his most recent monthly income, plus an 8% holiday allowance.
- 3 Excess holiday hours used will be deducted.

**Article 4.2.8 Taking holiday hours in advance**

- 1 The employer may allow an employee to take more holiday hours in a calendar year than he has a right to in the current calendar year. The right to holiday hours for the subsequent year for a full-time employment may not fall below 144 holiday hours as a result of this advance.
- 2 The number of excess holiday hours will be subtracted from the holiday hours for the subsequent calendar year.

**Article 4.2.9 Expiration of holiday hour entitlement**

- 1 The right to statutory holiday hours will lapse 12 months after the last day of the calendar year in which they were accrued, unless the employee in all fairness was unable to take holiday leave up until that time. In this case the right to holiday hours will expire if they are not used within five years after the final day of the calendar year in which they were accumulated.
- 2 The right to non-statutory holiday hours will expire five years after the final day of the calendar year in which they were accrued.

**Section 3 Special leave**

**Article 4.3.1 Special leave for pregnancy, childbirth, adoption, foster care, calamities, short**

**leave for other purposes, short-term and long-term care leave and parental leave**

Supplementary to the Work and Care Act, the following applies:

- 1 for maternity leave, the employee is entitled to continued payment of the full monthly income. The employee entitled to this leave is obligated to cooperate on the application for benefits under the Work and Care Act at UWV. This benefit is deducted from the full payment of the monthly income.
- 2 "short-term leave" due to "highly exceptional personal circumstances" includes:  
marriage, conclusion of a cohabitation agreement, entering into a civil union (four days, with the reduction of any days previously taken for the same reason with the same partner).
- 3 In the case of short-term care leave (no more than twice the working hours per week in a period of 12 consecutive months), for the allocated leave hours the employee will receive:
  - a 70% of the monthly income, at least equal to the statutory minimum wage applicable for the employee;
  - b 90% of their monthly income, provided they have a monthly salary higher than the salary amount of scale 3 number 13 but lower than or equal to the salary amount of scale 5 number 12, at least equal to the statutory minimum wage applicable for the employee;
  - c 100% of their monthly income, provided they have a monthly salary equal to or lower than the salary amount of scale 3 number 13, at least equal to the statutory minimum wage applicable for the employee;
- 4 Parental leave  
The Implementation Regulations Parental leave on continued payment of salary are applicable to the employee who has a parental relationship to a child.

**Article 4.3.2 Special leave due to exceptional circumstances**

In exceptional circumstances, the employee can be granted special leave for a limited time, to be determined on a case-by-case basis, if the employer believes this leave is justified.

When granting leave with or without partial retention of monthly income, the employer's social insurance contribution in relation to the pension is theoretically recovered from the employee.

**Section 4 Illness and occupational disability**

**Article 4.4 Illness and occupational disability**

The Implementation Regulations Illness and Occupational Disability apply to the employee who is unable to work due to illness.

This article does not apply to employees who have reached the statutory retirement age. These employees are entitled to 100% salary payment for a period of time stipulated by law (at the time of this CAO: thirteen weeks) if they are on full or partial sick leave. After the statutory period, the right to continued payment of salary will stop.

# Chapter 5                      Conditions of Employment Choice Model

## Section 1      General Provisions

### Article 5.1      Part-time employment

Contrary to the provisions in Article 1.6, the Choice Model is not applied proportionally to an employee with a part-time employment.

### Article 5.2      Basic principles

The employer can establish additional rules with respect to the administrative procedures to be followed (Guideline).

When participating in the Vitality Pact, it is not possible to use time as a source or target. The employee is solely responsible for the consequences of their choice.

The mobility of the employee must not be hampered by making use of the choice model.

## Section 2      Sources and targets

*Please note: When participating in the Vitality Pact, it is not possible to use time as a source or target.*

### Article 5.2.1      Sources

- 1 The employee can make a choice from the following sources in terms of time and money:
  - a leave hours, with a maximum of 72 per financial year. Of these 72 leave hours, a maximum of 36 hours per financial year can be exchanged for the targets referred to in Article 5.2.2, paragraph 1, under e to i, with the exception of the reimbursement for a regular bicycle or e-bicycle referred to under h;
  - b salary, including holiday allowance;
  - c December bonus
  - d fixed allowances.

### Article 5.2.2      Targets

- 1 The employee can select from the following targets in terms of time and money:
  - a additional leave to extend sabbatical leave, with a focus on personal employability, which is saved based on the accumulated leave referred to in Article 4.1.1, paragraph 2, with a maximum duration of 7 years and a maximum of 72 leave hours per financial year. Unused hours expire as specified in Article 4.1.1 paragraph 2.
  - b extending parental leave, as referred to in Article 4.3.1, paragraph 4 over a continuous period of no more than 3 years and a maximum of 72 leave hours per financial year.  
Only after the extra parental leave that was accumulated based on the provisions in this Article has been exhausted, can the employee once again save a maximum of 72 hours of leave per financial year under the same conditions;
  - c leave for following a degree programme or training programme focused on good work performance or career development, as a supplement to and without prejudice to the provisions in the Corporate Regulations to Stimulate Training Wageningen Research Foundation, over a continuous period of no more than 3 years and a maximum of 72 leave hours per financial year. After the extra study leave that was saved based on the provisions in this Article has been exhausted, can the employee once again save a maximum of 72 hours of leave per financial year under the same conditions;
  - d extra hours of leave. These must be used during the financial year concerned; e (contribution to) the funding of the trade union subscription;
  - f expired
  - g expired

- h fiscal exemption possibilities for reimbursement (supplementary or otherwise) of travel expenses, commuting expenses, a bicycle, e-bicycle or electric scooter;
- i additional income, which may or may not be used for making an additional deposit to a life-cycle savings account, up to an amount equivalent to 36 hours of leave per financial year, subject to the maximum amount to be saved as specified in the Life-cycle Savings Scheme, to the extent the employee falls under the transitional regulation referred to in Article 5.3.4 of the CAO DLO 2011-2013.

Payment of additional income takes place in December of the financial year in question. The deposit to a life-cycle savings account will take place simultaneously with the transfer of the May the salary.

When using the December bonus, the employee can choose to make a monthly deposit of one twelfth of his December bonus to his life-cycle savings account, subject to the maximum amount that can be saved in the context of the Life-cycle Savings Scheme.

- 2 The targets listed in paragraph 1, under a, b and c can be accumulated over a period of no more than three years or, in cases where the leave is used before it has been accumulated, it must be repaid.

### **Article 5.2.3 The value of sources and targets**

The value of sources and targets in time is expressed according to the standard of one working hour. A working hour always retains its value.

The value of a leave hour, if this is exchanged with a source or target in money, has been defined by the parties as 0.681% of the gross monthly salary on 1 January of the financial year concerned (or the date employment began, but before the closing date defined by the employer) for full-time employment. This percentage includes 8% holiday allowance and the structural December bonus.

The payment of a conversion of a source in time into additional income will take place in the form of a bonus. This bonus will be included in the salary used to determine the pension and salary-related payments.

## **Section 3 Choice and decision-making**

### **Article 5.3.1 Choice**

- 1 The employee can make choices for each current financial year according to the rules contained in the Optare WR Directive.
- 2 Expired
- 3 The employee's choice becomes final only after the employer has agreed with the choice.

### **Article 5.3.2 Decision**

In cases where time is exchanged for time, or money is exchanged for money, the employer will approve the employee's request.

In regards to a request to exchange time for money or money for time, the employer, after consulting with the employee, can reject this request provided an explanation is given.

In any case, the request can be justifiably rejected if approving the request leads to serious problems:

- a for operational management while reassigning staff to work the hours that have become unstaffed;
- b with regard to safety;
- c with regard to scheduling;
- d due to the lack of sufficient work;
- e or because the HR budget is inadequate for this option.

### **Article 5.3.3 Compulsory minimum wage**

As a result of choices in the Choice Model, the salary may not fall below the applicable statutory minimum wage. In that case, the choices must be modified.

### **Article 5.3.4 Settlement**

If employment is started or terminated during the course of the financial year, the agreements apply proportionally. If necessary, conditions of employment that have not been utilised or have been unjustifiably utilised may be settled with the employer in accordance with law.



# Chapter 6 Employability

## Section 1 Employability

### Article 6.1.1 Employability: support from employer

- 1 The employer will lend support to employability in all cases through:
  - a the development and maintenance of the professional competence of the employee;
  - b the mobility and broader employability of the employee.Agreements in this regard can be made depending on the situation, through P&D, career interviews, Training and Supervision Plan for PhD students, Job-to-Job (WnW), Redundancy Programme (individual support plan or in anticipation of a reorganisation) or individual agreements.
- 2 The employer provides the employee with the opportunity to take training opportunities, which have been agreed to in the context of employability.

From 1 January 2018, the employee will therefore be entitled to development hours and a personal development budget per calendar year.

The employee with an average workweek of 36 hours has a right to 14.4 development hours.

The personal development budget amounts to 1% of the WR salary payable on average during the calendar year (reference date 1 January).

Both entitlements must be used for to study or training for the current job or career.

If the employee works less than 36 hours per week on average or if they commence employment during the calendar year, the entitlements apply proportionally.

In exceptional cases, the expiration of unused entitlements can be extended with a maximum of 2 years in consultation with the manager. This agreement is recorded in the P&D interview.

Unused entitlements expire at the end of the calendar year, at the end of the agreed extended term or at the end of employment.
- 3 To implement the provisions in paragraph 1, the employer also ensures:
  - a that a Performance and Development Interview (P&D) takes place between the direct manager and their employee at least once a year. Additionally, a Performance and Development interview will be conducted if the employee requests this.
  - b a career interview will take place between the employee and his direct manager at least once every four years. The career interview focuses on how the career has developed and how it will develop further. If necessary, this career interview is completed with a recommendation about further career development.
  - c a Vitality Pact (see Appendixes F and G) to promote:
    - restoration of a balanced age composition in connection with continuity in the organisation;
    - promote influx and career advancement in the organisation for younger and middle age groups;
    - relieve older employees (physically and/or mentally) while they continue working until the statutory pension age;
    - transfer of knowledge;
    - coping with shrinkage of the workforce and preventing the proportion of younger/middle-age employees relative to older employees from continuing to decline.
- 4 Agreements about mobility and demotion can be made in a P&D interview or career interview, the Training and Supervision Plan for PhD students, Job-to-Job (WnW) programme, Redundancy Programme (individual support plan or in anticipation of a reorganisation), or individually. External mobility is supported through incentives, career advice, guidance and coaching.

### Article 6.1.2 Employability: employee responsibility

- 1 The employee is theoretically responsible for maintaining his employability and, to this end, will actively work towards realising agreements and objectives using the P&D interview, career interview, Training and Supervision Plan for PhD students, Job-to-Job (WnW) programme, Redundancy Programme (individual support plan or in anticipation of a reorganisation), or individually. This means, among other things, that the employee is obliged to make agreements about how their development hours and development budget will be implemented.

- 2 To the extent that training is required in connection with the employee's duties or if this has been agreed to in the P&D interview, career interview, Training and Supervision Plan for PhD students, Job-to-Job (WnW) programme, Redundancy Programme (individual support plan or in anticipation of a reorganisation), or individually, the employee will cooperate fully with this training requirement even on their own time (within reasonable limits).
- 3 Failure to cooperate or fully cooperate with the realisation of agreed employability agreements or objectives will be seen as serious neglect on the part of the employee to comply with the obligation to maintain their employability.

#### **Article 6.1.3 Other work activities**

- 1 Within reasonable limits and to the extent that it promotes the work of the organisation, the employee can be required to temporarily conduct other duties than those specified in his job description, but only to the extent these are reasonably related to his job.
- 2 Within reasonable limits and to the extent that it promotes the work of the organisation, the employee can be transferred to another job, which means that he will work at another job or at a different location in the organisation for an unspecified or specified period.
- 3 The employer will only make the final decision regarding whether to temporarily assign the employee other duties or transfer the employee to another job after having consulted the employee and will base the decision on a reasonable consideration of mutual interests, in which the personal circumstances of the employee are taken into account

## **Section 2 Performance and Development Interview, career interview and Training and Supervision Plan for PhD students**

### **6.2.1 Performance and Development Interview**

- 1 During a P&D interview based on competency management, which held at least once a year, the employer ensures that the following aspects are addressed:
  - a personal Result and Development Plan, including usage of development hours and a personal development budget;
  - career development in the short and/or long term;
  - appointment for next career interview;
  - evaluation by coach;and supplementary for PhD students:
  - Training and Supervision Plan for PhD student
- 2 Agreements in relation to the work method:
  - the manager and employee are jointly responsible for complying with the agreements;
  - on a regular basis (once every six months) the employee and his direct manager hold a performance interview;
  - Employees have the right to request a P&D interview;
  - within a reasonable term after commencement of employment, an "intake interview" (the initial P&D interview) is held, during which, as a minimum, the competences required for the job are discussed;
  - within six months after commencement of employment, a P&D interview is held with every new employee, in which this interview at least addresses the employee's performance and the annual plan;
  - a possible promotion from initial salary scale to functional scale is made on the basis of the P&D interview.

### **Article 6.2.2 Career interview**

Agreements in relation to the work method:

- the manager and employee are jointly responsible for complying with the agreements;
- at least once every four years, the direct manager and the employee conduct a career interview in the presence of the HRM officer;
- employees have the right to request a career interview;

- during the annual P&D interview, the employee and direct manager discuss the progress on the career agreements;

#### **Article 6.2.3 Training and Supervision Plan for PhD student**

- 1 Following consultation with the PhD student and in agreement with the appointed supervisor, the employer will ensure that a personalised training and supervision plan is drawn up and that this plan is presented to the PhD student within three months of commencement of the employment contract.
- 2 Toward the end of the first year, the training and supervision plan will be supplemented for the further duration of employment, and if necessary will be amended from year to year.
- 3 In any case, the training and supervision plan will specify the following:
  - a the knowledge and skills that must be acquired and how these will be provided;
  - b who the supervisor for the PhD student is, i.e. the individual under whose supervision the PhD student works and who supervises the PhD research and thesis. If the supervisor is not also the thesis supervisor, then the training and supervision plan will specify that the PhD student will hold a discussion with the thesis supervisor about the PhD research before the beginning of the research, and at least once per year;
  - c the number of hours of personal supervision per month provided by the appointed supervisor, to which the PhD candidate is entitled.

### **Section 3 Support for Job-to-Job (WnW) (also see Appendix B)**

#### **Article 6.3.1 Objective and purpose of WnW**

- 1 Sustainable employability and mobility is focused on increasing job security and creating better prospects for employees on the internal and external labour market. WnW aims to offer the employee additional support in this respect, alongside the P&D, career interviews and/or other support measures. Furthermore, working on employability and development is compulsory for both the employer and employee on the basis of Articles 6.1.1 and 6.1.2 of the CAO.
- 2 If the employer decides to initiate a WnW procedure, this should be based on economic circumstances (whether current or prospective), such as market developments, deteriorated financial situation, structural work or turnover reduction, organisational reasons, termination of (a portion of) corporate activities, technological changes, such as automation or a business relocation. Naturally, agreements can also be made during P&D interviews or career interviews on employability and development in relation to corporate economic conditions or the consequences thereof.

#### **Article 6.3.2 Preconditions**

- 1 The principle is that drastic reorganisations are avoided whenever possible and that organisational changes are achieved through WnW.
- 2 If in the opinion of the employer, there is a need for immediate organisational change, then, subject to the WOR's approval and Chapter 10 of the CAO, the reorganisation procedure will be started without prior WnW. Any ongoing WnW programmes can be terminated by the employer in such an event.
- 3 This section does not deal with programmes initiated by the employer for reasons attributable to the employee, such as poor performance.

#### **Article 6.3.3 Consultation, recommendations and reporting**

- 1 The employer may decide to start a WnW programme for one or more employees, for example a team, division, department or business unit. In this decision the employer indicates which group(s) of employees is being offered a WnW programme, which functions will change or disappear and which new functions will take their place. The decision also includes the start and end date of the WnW programme. Before the final date, the employer will indicate whether a reorganisation will be initiated after the WnW period in accordance with Chapter 10 of the CAO.
- 2 The WnW decision by the employer will be reported forthwith to the Works Council (OR). The OR will be informed at least 4 times each year about the number of employees in WnW programmes, as well as on the start, progress and results of these programmes (in a general sense).

If a certain WnW decision, as referred to in paragraph 1, concerns an organisational change as described in Article 25, paragraph 1 under c, d, e and f of the Works Councils Act (WOR), the OR will be consulted for advice on the matter and the organisational change will be reported to the trade unions involved with this CAO. The employer will then provide an overview of the underlying motives and expected results of the organisational change.

- 3 Should the employer feel that WnW does not or insufficiently leads to (rapid) results, this will be reported to the OR and the trade unions involved with the CAO WR.

#### **Article 6.3.4 Action plan**

- 1 Within 6 weeks of the employer's decision to start WnW, an Action Plan will be agreed on, preferably on the basis of a proposal of the individual employee, if necessary with professional support. At this meeting between employer and employee, relevant available information, such as market developments, strategic personnel plans of the unit concerned, annual plans and the budget/annual plan of Wageningen University & Research will be addressed.
- 2 The employer informs the individual employee about the knowledge, skills and attitudes needed to be sustainably employable and mobile as well as about the expected date of the change in the workforce.
- 3 A proposal for an Action Plan comprises:
  - Introduction (reasons for preparing the Plan);
  - clear objectives, including envisioned job(s);
  - phasing, duration and end date;
  - work method;
  - process steps and
  - required facilities, including support and expenses.
- 4 This plan will also describe the nature of the conclusions drawn after the meeting, regarding among other things sustainable employability, internal or external mobility or other conclusions, such as retraining.
- 5 The employer, for instance, will facilitate degree programmes, training programmes, (temporary) secondment, internal and external internships or EVC (accreditation of prior learning) programmes.
- 6 In certain circumstances, a temporary solution could be to take on excess work from others in Wageningen UR or conduct work outside of Wageningen UR. Employees are obligated to lend their cooperation to such efforts, if they can in all fairness be expected to do so.

#### **Article 6.3.5 Mutual rights and obligations**

- 1 A WnW programme offered by the employer lasts 10 months or more.
- 2 During the WnW programme the statutory provisions of the CAO are applicable.
- 3 Both employer and employee are compelled to work (continue working) on employability throughout the WnW programme, as described in Section 1 of this chapter. The employer will ensure the employee receives coaching and support, while the employee will make an active and demonstrable effort in realising the agreed Action Plan.
- 4 The employee is obligated to accept a job offer in line with his envisioned job(s). Refusing an envisioned job that was offered will at least result in losing the right to a personal allowance, facilities or entitlements as described in the following paragraphs.
- 5 An employee, who through a WnW programme is assigned to a lower job position or in a lower salary scale, if horizontal reappointment is not possible, the employee will be assigned to a lower salary scale, from the start of the month following the placement. In such a case, the employee will be given a personal allowance.

The salary scale may not be lowered more than one scale. If possible, the reappointment will be horizontal. This allowance is equal to the difference between the original and new salary level and will be phased out starting from the month directly following the reappointment in steps of 1 increment per year.

The employer or the employee can convert the above-mentioned personal allowance into a one-time annuity equal to the nominal value of the phased out allowance for the remaining period, plus 10%.
- 6 The employee will retain his right to annual periodic salary increases up until the new scale

maximum, provided he, in the opinion of the employer, shows good performance (in accordance with the P&D evaluation categories) in the job linked to the lower scale.

- 7 Subject to the provisions in Article 3.5 of the ABP Pension Regulations, the original higher income will remain indicative of the level of pension.
- 8 The employer will ensure the implementation of the Wageningen University & Research Recruitment and Selection Procedure and the priority positions for internal candidates established as part of this procedure.

#### **Article 6.3.6 Disputes**

The Regulations on the Individual Right of Complaint are applicable, if and to the extent no agreement can be reached on the Action Plan, the rigour of the procedure followed, the rationality of the individual job(s) or the allocated facilities. The Complaints Committee will provide the employer and employee with a qualified recommendation. Both the employer and employee may only deviate from this recommendation through reasoned argumentation. The reason or decision to initiate a WnW procedure is not subject to scrutiny.

## **Chapter 7                      Compensations and reimbursements**

### **Article 7.1      General provisions**

- 1 The employer enacts the Corporate Regulations following consultation with the Central Works Council Wageningen University & Research (COR).
- 2 If this has not been arranged elsewhere, other reasonable expenses incurred by the employee in the context of work activities will be reimbursed, in accordance with the judgement of the employer.

### **Article 7.2      Training expenses**

- 1 The employee who participates in training as required by the employer will be fully reimbursed for the necessary training expenses incurred.
- 2 The employee who participates in training as part of career development/employability will be fully reimbursed for the necessary training expenses incurred.
- 3 The employee who participates in training on their own initiative may be reimbursed by the employer for the necessary training expenses incurred in addition to the personal development budget.
- 4 The reimbursement of expenses will be deducted from the transition allowance if these expenses were incurred in the context of improving the employee's employability on the external labour market and the employee has agreed to this in writing or if the employer is liable to incur the costs due to agreements with employee(s) or trade unions involved with this CAO.
- 5 The employer will establish additional guidelines for this in consultation with the Wageningen University & Research COR.

### **Article 7.3      Relocation expenses**

The employee is entitled to a reimbursement of commuting expenses and relocation expenses, as laid down in the Implementation Regulations Relocation Expenses Wageningen University & Research.

### **Article 7.4      Business travel**

The employee is entitled to a reimbursement of expenses for business travel, as laid down in the Implementation Regulations for Business Travel Wageningen University & Research.

### **Article 7.5      In-house emergency and first-aid service (BHV)**

#### **Article 7.5.1      Compensation for BHV staff**

The employee who is appointed by the employer as a member of in-house emergency and first-aid service team (BHV) as referred to in Article 15 of the Working Conditions Act, and who in addition to their normal job duties has satisfactorily performed their BHV tasks, receives compensation for these tasks.

#### **Article 7.5.2      Basic bonus**

Every BHV staff member who was sufficiently deployable during the current year, who has participated sufficiently in the assigned training courses and who has earned the diploma and/or certificate for completing these courses or has participated in the required refresher course/training programme, is paid a bonus of €300 (pre-tax), subject to the provisions in the second paragraph.

#### **Article 7.5.3      Job bonus BHV**

- 1 Instead of a basic bonus, a BHV staff member who the employer appoints as Head of the in-house emergency and first-aid service team (BHV) is allocated an annual pre-tax bonus of:  
€800 if the Head of the BHV provides leadership to BHV team members;
- 2 Instead of the basic bonus, a BHV member who the employer appoints as team leader is allocated an annual bonus of €400 (pre-tax).

**Article 7.5.4 Employment anniversary bonus BHV**

If the employee has performed their BHV tasks effectively for 12.5 or 25 consecutive years, they will be awarded an employment anniversary bonus of, respectively, €600 or €1200 (pre-tax).

## Chapter 8 Special rights and obligations

### Article 8.1 Additional employment activities

Regarding the additional employment activities of employees, the Wageningen University & Research Implementation Regulations for additional employment activities apply.

### Article 8.2 Intellectual property

- 1 Without prejudice to the statutory rights of the employer regarding intellectual property (industrial property and authorship rights), such as models, methodologies, drawings, software, written and/or manufactured works, the employer holds the exclusive intellectual property rights to the employee's inventions (and income acquired from these inventions) that result from this employment, whether alone or in cooperation with others. The employer has the same rights with respect to the property and/or goods described above, which the employee did not produce in the context of their employment, but which can be reasonably assumed were developed by using the expertise or skills acquired from the employer.
- 2 When working on the behalf and at the expense of the employer, the employee is obliged to cooperate with acquiring, obtaining access to and maintaining all rights of the employer, in the Netherlands or abroad, that are referred to or are pursuant to the provisions in the first paragraph of this article.
- 3 The employer is not required to actually apply for patents and/or other formal protection for the matters referred to in the first paragraph of this article. The employer is free to provide assistance to third parties in their attempts to obtain protection for the relevant inventions and other matters.
- 4 In cases where the employer is not interested in an invention made by the employee as referred to in the first paragraph of this article, the employer can provide the employee with the right to file for a patent for this invention. The employer is required to make a decision about whether or not to provide permission to file for a patent within three months after such a request is received in writing from the corresponding employee.

As long as such a request has not been received, the employer is free to use the relevant invention, to publicise it and/or to report this invention to third parties. If such a request has been received, the employer, as long as he has not made a decision about the request, will take reasonable account of the interests of the employee regarding the use of or publication pertaining to the invention.

If the employee has obtained a patent, when providing licenses to third parties he will, if the employer requests this, stipulate that the employer can continue to use the invention and the specific expertise related to the invention for himself without being obligated to make any form of payment.

To the extent this is possible, this paragraph will apply in the same way to other forms of intellectual property.

- 5 The employee who holds or acquires interests related to patents or patent applications is obligated to immediately report this to the employer. The employer will decide whether the continuation of these interests is or is not compatible with the employment contract. If the employee fails to inform the employer about such interests, the employer can terminate their employment contract. In addition, the employer can claim damages from the employee.
- 6 The employee has no right to any reimbursement whatsoever with respect to the provisions in this article, unless the employer decides otherwise, subject to statutory obligations.

### Article 8.3 Confidentiality

- 1 The employee is required to follow all instructions from the employer regarding the confidentiality of facts and circumstances of the activities of the employer and of Wageningen University.
- 2 The employee is also required to treat all details concerning the activities of the organisation with which he becomes acquainted during his employment as confidential (both during the period of employment and afterwards), to use this information only as intended for the purposes of the employment and to refrain from providing this information to third parties or to make it known in any other way.



- 3 If a client of the employer requests, the employee will sign a confidentiality agreement.
- 4 The employer reserves the right to recover damages from the employee (or ex-employee) that result from violations of the duty of confidentiality.

#### **Article 8.4 Cooperation with employer's right of recourse**

If the occupational disability of the employee was caused by a third party, the employer may file a damage collection claim with said third party. The employee will fully cooperate with this claim and do or refrain from doing all that is desirable and/or necessary to exercise this right of recourse.

#### **Article 8.5 Impermissible actions**

- 1 The employee is prohibited from:
  - a participating on behalf of the employer, individually or through another person, in contracting, making deliveries or other activities without written permission in advance from the employer;
  - b accepting or requesting gifts with commercial value, remuneration or commissions from persons or legal entities with whom he comes into contact, directly or indirectly, as part of his job, individually or through another person;
  - c requiring other employees to provide personal services without advance permission of the employer;
  - d using goods from the enterprise for the employee's own purposes without advance permission from the employer.
- 2 Violation of the above prohibitions can be considered an urgent reason for dismissal, and in such a case will lead to immediate dismissal.

#### **Article 8.6 Suspension with pay**

- 1 The employer may suspend the employee if the employer has serious grounds for such or if the employee does not comply with his legal obligations, the CAO or the individual contract of employment.
- 2 In any case, the measure referred to in paragraph 1 is possible if:
  - a there is a presumption that there are serious grounds to immediately dismiss the employee;
  - b there is suspicion that reasonable grounds as referred to in Article 7: 669, paragraph 3, parts d through h (from 1 January 2020: through i) are present for termination of the employment contract;
  - c the activities are seriously obstructed by the presence of the employee.
- 3 In principle, pay is retained during a period of suspension and lasts no more than two weeks and can be extended once by another period of two weeks.
- 4 If the suspension with pay turns out to be unjustified, the employer will reinstate employee, who in turn will announce or confirm this in writing to the employee. If in such a case, the employee has been assisted by legal counsel, the reasonable costs for this assistance will be charged to the employer.

#### **Article 8.7 Suspension without pay**

In case of serious or repeated non-compliance with obligations ensuing from the law, the CAO, the individual contract of employment or internal rules and regulations, the employer can suspend the employee without pay as a disciplinary measure for no more than seven working days.

#### **Article 8.8 Hearing and notification**

- 1 Before the employer suspends the employee with or without pay, the employee has the right to be heard.
- 2 The employee must be notified by the employer by registered letter regarding the decision for 'suspension with pay', the extension thereof or 'suspension without pay' as soon as possible, stating the duration and reason(s).

## Chapter 9 End of employment

### Article 9.1 Termination of employment

- 1 Regarding termination of employment, the provisions of the Civil Code (BW) apply, unless otherwise stated in this CAO. The employment will end in any case by law upon reaching the AOW entitlement age.
- 2 Contrary to Article 670 paragraph 3 BW, the termination ban during compulsory military service or replacement service is not applicable.

### Article 9.2 Notice period

- 1 Contrary to Article 7:672 paragraphs 2, 3 and 6 of the Dutch Civil Code, the individual contract of employment can specify a notice period for the employee of one, two or three months. If a notice period of one, two or three months is agreed with the employee, then a notice period of two, three or four months, respectively, applies to the employer.
- 2 If in the individual employment contract, no use is made of the possibilities described in paragraph 1, the legal notice periods apply to both the employee and employer.

### Article 9.3 Protection against unfair dismissal in case of trade union membership

The employer is not permitted to terminate an employee's employment contract because of membership in a trade union or because he performs or participates in trade union activities, unless those activities are performed during working hours without permission from the employer.

### Article 9.4 (Non-statutory) unemployment insurance benefits

- 1 If the employee is entitled to unemployment insurance benefits due to unemployment on or after 1 January 2016, and has (or had) no entitlement to benefits pursuant to the 2015 Unemployment Insurance Act (BWDLO 2015) or the Unemployment Insurance Act 2016 (BWWR 2016), or if a claim to the above-mentioned non-statutory schemes is waived, then the former employee may, after the unemployment benefits have ended, be entitled to a repair allowance in connection with the reduction of the unemployment benefits period that went into force on 1 January 2016.
- 2 The employee who has a right to statutory unemployment insurance benefits and who was employed by the Wageningen Research Foundation (the former DLO Foundation) before 1 July 2007, and has remained continuously employed by this employer until the time of discharge, is entitled to benefits based on the non-statutory Unemployment Scheme WR 2016 if they
  - a commenced permanent employment with the Wageningen Research Foundation on or after 1 January 1999 and became unemployed according to the definition of the Unemployment Insurance Act as a result of dismissal for business economics reasons, or
  - b was employed by the Dienst Landbouwkundig Onderzoek before the date of privatisation (1 March 1999/1 June 1999) and as a result of this privatisation commenced employment based on a contract for an unspecified period with the Wageningen Research Foundation (the former DLO Foundation) and became unemployed as defined by the Unemployment Insurance Act as a result of dismissal.
- 3 Based on the provisions in this Article, the following employees have a right to severance pay according to the standard in Article 9 of the relevant Protocol published on WUR intranet: those who commenced employment with the Ministry of Agriculture, Nature Management and Fisheries before 1 January 2001 and worked before October 2001 at Applied Livestock Research, IAC or ILRI, and those who commenced employment with the Ministry of Agriculture, Nature Management and Fisheries before 1 October 2001 and worked at Applied Plant Research.
- 4 Based on the provisions in this Article, the employee who commenced employment with the Ministry of Agriculture, Nature Management and Fisheries before 1 January 2002 and worked at the sector Buildings, Management and Maintenance of Facilities and Services has a right to severance pay according to the standard in Article 8 of the relevant Protocol published on WUR intranet.
- 5 Due to the amendments to the Unemployment Insurance Act on 1 October 2006, the Unemployment Scheme DLO, as it was in effect on 1 September 2006, will not be adjusted downward with respect

to the level, duration and accrual of entitlement to Enhanced Unemployment Insurance Scheme benefits.

**Article 9.5      Death**

- 1 Upon the death of the employee, the monthly income is paid until the last day of the month in which the employee's death took place.
- 2 After the death of the employee, his "surviving relations" will be paid an amount equal to three times the last received monthly income plus the holiday allowance. Regarding other aspects, Article 7:674 of the Dutch Civil Code remains unimpaired.
- 3 Death benefits based on the provisions in Illness Benefits Act (ZW), the Invalidity Insurance Act (WAO), the Work and Income according to Labour Capacity Act (WIA) and the WR Unemployment Scheme are deducted from this payment in the event of death.

# Chapter 10 Reorganisations

## Section 1 Consultation and advice

### Article 10.1.1 Consultation with trade unions

- 1 The employer reports an intention to reorganise as referred to in Article 25, paragraph 1 under c, d, e and f of the Works Councils Act (WOR) to the trade unions who are party to this CAO if the intended reorganisation has important social consequences.
- 2 During a reorganisation, as referred to in paragraph 1, the Redundancy Programme, as included in this chapter, is in force to guide the social consequences of the reorganisation. If the trade unions wish to make agreements about the possible application and effect of the instruments referred to in Article 10.2.12, the employer will consult with the trade unions on this topic.  
In the situation referred to in paragraph 1, the employer will provide the parties concerned with a summary of the reasons for the intended reorganisation, the consequences of the reorganisation and the measures that are being considered with respect to these consequences.
- 3 Information provided by the employer and/or trade unions as part of these agreements will – if the party contributing the information requests this – be treated confidentially. In that case, publication will only take place with the permission of both parties.
- 4 The employees concerned will be informed as fully and as soon as possible about an intention to reorganise and the subsequent decision-making on this matter.

### Article 10.1.2 Advice of the Works Council

- 1 Regarding an intention to reorganise as referred to in Article 25, paragraph 1, under c, d, e and f of the Works Councils Act, the employer requests the Works Council for advice at an early enough stage that the standpoints of the Council can be considered when making a decision.
- 2 The request for advice as referred to in paragraph 1 takes place simultaneously with the notification of the trade unions as referred to in Article 10.1.1, paragraph 1.

## Section 2 Redundancy programme

### Article 10.2.1 Reappointment period and dismissal

- 1 The employer strives to avoid involuntary dismissal whenever possible. The employer therefore adopts measures, beginning with reporting the reorganisation to the trade unions.
- 2 Reappointment candidates are individuals who are subject to dismissal in compliance with the provisions in the Dismissal decree, and are designated as such. Articles 10.2.2 through 10.2.9 apply to the reappointment candidates.
- 3 The employment of the reappointment candidate with a permanent contract of employment will be terminated no later than 10 months, excluding the notice period, after being singled out as a reappointment candidate. If a WnW programme was in effect prior to the designation as a redeployment candidate (HPK), then the total duration of the WnW program and redeployment period during a reorganisation is a maximum of 17 months (plus notice period).
- 4 The employment of the reappointment candidate who has a temporary employment contract, will be terminated at the end of the remaining period of employment, but after no more than 10 months, excluding the notice period.
- 5 During the reappointment period as referred to in clause 3, the reappointment candidate can be assigned other temporary tasks inside or outside Wageningen University & Research.

### Article 10.2.2 Mutual rights and obligations

- 1 Within the reappointment period, the employer is obligated to offer the reappointment candidate at least one suitable job as referred to in Article 10.25.
- 2 The employer conducts an active training and retraining policy to promote the labour market position of the reappointment candidate.

- 3 Reappointment candidates are given priority when filling vacancies in accordance with the provisions in the Recruitment and Selection Procedure Wageningen University & Research.
- 4 In consultation with the reappointment candidate, the employer draws up an individual support plan which specifies all efforts of the employer and the reappointment candidate, as well as all relevant agreements.
- 5 The reappointment candidate has a right to career coaching.
- 6 The reappointment candidate is exempt from his normal job duties for at least one day per week, or at least 1/5 of the normal workweek with a minimum of four hours per week, in order to apply for jobs and/or conduct career activities (including training activities)
- 7 The reappointment candidate is obligated to demonstrate that he is doing everything possible to find a suitable job.
- 8 The reappointment candidate is obligated to accept a suitable job.
- 9 The reappointment candidate who requires training or retraining to be reappointed to a suitable job can be obligated to participate in such training.

#### **Article 10.2.3 Anticipating reorganisation**

The employer can apply Article 10.2.2, paragraphs 7, 8 and 9, Article 10.2.6, Article 10.2.7 and Article 10.2.9 to the employee whose job will be eliminated in the foreseeable future.

#### **Article 10.2.4 Sanction**

The reappointment candidate who has refused to fulfil the obligations in the applicable redundancy programme can be dismissed as a result.

#### **Article 10.2.5 Suitable job**

- 1 A suitable job is defined as follows: the reappointment candidate, in the judgement of the employer, has the knowledge and ability that are expected to be necessary to satisfactorily perform the duties of the job, or if the reappointment candidate, in the judgement of the employer, can be trained or retrained within a reasonable time to fulfil these duties, and the reappointment candidate can be reasonably expected to accept the job in connection with his personal circumstances.
- 2 The following limitation applies to the first paragraph: a suitable job means that the salary scale cannot be more than two scales lower than the current salary scale of the reappointment candidate.
- 3 The employer can place the reappointment candidate in a job for which the applicable salary scale is more than two scales lower than his current scale if there are exceptional circumstances that justify this.
- 4 The reappointment candidate who is placed in a lower job position or in a lower salary scale, will, from the start of the month following the placement in a lower salary scale, have the salary scale lowered to this level, after which he will receive a personal allowance.  
The salary scale may not be lowered more than two scales. If possible, the reappointment will be horizontal.  
This allowance is equal to the difference between the original and new salary level and will be phased out starting from the month directly following the reappointment in steps of 1 increment every six months.  
The employer or the employee can convert the above-mentioned personal allowance into a one-time annuity equal to the nominal value of the phased out allowance for the remaining period, plus 10%.
- 5 The employer, according to his judgement, can place the most well-suited reappointment candidate in the job which is considered to be suitable for the candidate.

#### **Article 10.2.6 Commuting**

- 1 In connection with the candidate's reappointment or placement in another job within Wageningen University & Research, an extra travel cost allowance will be allocated for no more than six years if the commuting distance of the reappointment candidate between his home address and work address increases and he is not obligated to relocate.
- 2 During the first three years, the extra allowance amounts to the difference between the allowance granted to the reappointment candidate on the first day of their reappointment based on the

provisions in Article 7 clause 3 of the Wageningen University & Research Implementation Regulations Relocation Expenses and the allowance that would be allocated to the reappointment candidate based on the provisions in Article 7 paragraph 1 of the Implementation Regulations Relocation Expenses. During the fourth, fifth and six years, the extra allowance amounts to 75%, 50% and 25% of this amount, respectively.

- 3 Under conditions to be established by the employer, the right to the extra travel expenses allowance can be redeemed at the request of the reappointment candidate.

#### **Article 10.2.7 Financial provision in case of reappointment to a distant job**

- 1 The reappointment candidate who has relocated by order of his employer in connection with his reappointment or placement in a different job within Wageningen University & Research has a right to a relocation expenses allowance and an allowance for travel expenses for commuting from home to work in accordance with the conditions specified in the Implementation Regulations Relocation Expenses Wageningen UR.
- 2 In cases where the reappointment candidate and his partner both qualify for the amount referred to in the first paragraph, each will receive one half of this amount.
- 3 The amount referred to in the first paragraph will not be allocated if the reappointment candidate has not relocated within one year after being ordered to do so by his employer.

#### **Article 10.2.8 Incentive bonus**

- 1 The employer can offer the reappointment candidate a bonus of up to 3x the gross monthly salary if the reappointment candidate himself resigns within the reappointment period.
- 2 The reappointment candidate must declare in writing that he will repay the net bonus amount if he returns to work for the employer within two years after the bonus is allocated.

#### **Article 10.2.9 Salary supplement**

- 1 The reappointment candidate who resigns to accept a new job elsewhere can be allocated a salary supplement if the monthly salary for the new job is lower than the monthly salary for the original job.
- 2 The supplement, as referred to in the first clause, is allocated for no more than two years and is no more than the difference between the salary earned in the original job and the salary in the new job.
- 3 Under conditions to be established by the employer, the right to a salary supplement can be redeemed at the request of the reappointment candidate.

#### **Article 10.2.10 Severance pay**

If no suitable job has been found at the end of the reappointment period as referred to in Article 10.2.1, and the contract of employment has been terminated, the provisions in Article 9.4 apply.

#### **Article 10.2.11 Guaranteed severance pay**

- 1 The reappointment candidate referred to in Article 2.2.1, paragraph 3 who resigns to accept a job elsewhere and who, through no fault of his own, is dismissed within two years after commencement of employment, has a right to benefits based on the Unemployment Scheme WR if he qualifies for statutory unemployment insurance benefits at the time of discharge, subject to Article 9.4, paragraph 2.
- 2 To determine the duration and amount of the Unemployment Scheme benefits, the commencing date is the date on which the reappointment candidate resigns.
- 3 If this employee, as a result of his dismissal, has a right to non-statutory benefits elsewhere, these benefits are subtracted from the Unemployment Scheme WR benefits.

#### **Article 10.2.12 Other measures**

Besides the above-mentioned financial measures, the employer in appropriate cases can make agreements with the trade unions about the possible application of instruments including the following:

- Outplacement programmes;
- Exemption from repayment obligations;

- Bonus for starting a business;
- Relocation expenses allowance and waiting period for relocation;
- Secondment and/or interim job assignment;
- Individuals working from home;
- Travel time in relation to working hours;
  - Redundancy possibilities.

**Article 10.2.13 Hardship clause**

If the application of a provision of the Redundancy Programme in an individual case leads to an unacceptable situation, the employer, if necessary in consultation with the party concerned, can deviate from this provision to benefit the employee.

# **Chapter 11           Complaints regulations**

## **Section 1     Undesirable behaviour**

### **Article 11.1.1 Committee**

Should a complaint be filed, the employer will appoint an external independent complaints committee.

### **Article 11.1.2 Regulations**

In consultation with the Central Works Council Wageningen University & Research, the employer will establish a set of Complaints regulations concerning undesirable forms of personal interaction.

## **Section 2     Individual right of complaint**

### **Article 11.2.1 Appointing the Committee**

The employer appoints a committee. The employer will appoint a committee to which the employee can submit a complaint with respect to his work, his conditions of employment or his working conditions (including the results of the P&D interview).

### **Article 11.2.2 Composition of the committee**

The Complaints Committee for Individual Right of Complaint is composed of three members, of which one member is appointed by the employer and one member by the Central Works Council Wageningen University & Research. The third member, the chairperson, is nominated jointly by the employer and the Central Works Council of Wageningen University & Research. The committee makes a recommendation to the Executive Board of the Wageningen Research Foundation concerning the submitted complaints.

### **Article 11.2.3 Regulations**

In consultation with the trade unions who are party to this CAO, the employer draws up a set of regulations concerning the individual right of complaint.

## **Section 3     Complaint Procedure job classification**

Complaints regarding job classification are dealt with by the Individual Right of Complaint Committee.



# Appendices

# Appendix A

## SWR -Appendix A Summary of salary scales 2018 through 2020

																		1.80%	2.50%	2.50%	
																		salary	salary	salary	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	1-11-2018	1-7-2019	1-7-2020	
0																		1586	1626	1667	
1	0																	1619	1659	1700	
2	1																	1652	1693	1735	
3	2	0																1693	1735	1778	
4	3	1																1737	1780	1825	
5	4	2																1773	1817	1862	
6	5	3	0															1818	1863	1910	
7	6	4	1															1859	1905	1953	
8	7	5	2	0														1902	1950	1999	
9	8	6	3	1														1941	1990	2040	
10	9	7	4	2														1991	2041	2092	
	10	8	5	3	0													2054	2105	2158	
	11	9	6	4	1													2123	2176	2230	
	12	10	7	5	2													2189	2244	2300	
		11	8	6	3													2251	2307	2365	
		12	9	7	4	0												2318	2376	2435	
		13	10	8	5	1												2383	2443	2504	
			11	9	6	2												2451	2512	2575	
			12	10	7	3	0											2521	2584	2649	
				11	8	4	1											2586	2651	2717	
				12	9	5	2	0										2656	2722	2790	
					10	6	3	0										2723	2791	2861	
					11	7	4	1	1									2790	2860	2932	
						8	5	2										2854	2925	2998	
						9	6	3	2									2949	3023	3099	
							10	7	4									3055	3131	3209	
							8	5	3	0								3176	3255	3336	
							9	6										3306	3389	3474	
								10	7	4	1							3441	3527	3615	
								8	5	2								3590	3680	3772	
								9	6	3	0							3736	3829	3925	
									10	7	4	1						3887	3984	4084	
									8	5	2							4032	4133	4236	
									9	6	3	0						4181	4286	4393	
										10	7	4	1					4330	4438	4549	
										8	5	2						4522	4635	4751	
										9	6	3	0					4728	4846	4967	
											10	7	4	1				4934	5057	5183	
											8	5	2					5155	5284	5416	
											9	6	3	0				5383	5518	5656	
												10	7	4	1			5608	5748	5892	
												8	5	2				5834	5980	6130	
												9	6	3	0			6060	6212	6367	
													10	7	4	1		6284	6441	6602	
													8	5	2			6507	6670	6837	
													9	6	3	0		6734	6902	7075	
														10	7	4	1	6959	7133	7311	
														8	5	2		7184	7364	7548	
														9	6	3	0	7410	7595	7785	
															10	7	4	7636	7827	8023	
															8	5	2	7857	8053	8254	
															9	6	3	8082	8284	8491	
																10	7	4	8307	8515	8728
																8	5	8535	8748	8967	
																9	6	8758	8977	9201	
																	10	7	8986	9211	9441
																	8	9228	9459	9695	
																	9	9479	9716	9959	
																		10	9723	9966	10215

Minimum VU = 8% of scale 3 step 10 CAO WR HF 3 - Article 3.7 paragraph 1	VU Minimum	VU Minimum	VU Minimum
	175.12	179.52	184.00

Salary scale PhD candidates	salary 1-11-2018	salary 1-7-2019	salary 1-7-2020
	0	2260	2317
	1	2633	2699
	2	2758	2827
	3	2890	2962

## **Appendix B            Explanation of process steps WnW programme**

### **Initial interview WnW programme**

The employee receives an invitation by e-mail or mail for the first interview on employability and mobility. He will be informed of the reasons and objectives of the WnW programme and the process steps.

The market developments, relevant information, such as strategic staff planning of his unit and the P&D outcomes will be discussed and agreements will be made on the individual content of the personal WnW programme, including the number of meetings, the duration of the programme, the final objectives and a possible follow-up programme.

The employer will make a report of the initial interview. The employee will receive a copy of this report. The report must be available for the employee no later than a week before the Action Plan is agreed.

### **Follow-up sessions**

The employee receives an invitation by e-mail or mail for the follow-up sessions as well. A report is also made of these meetings. The employee will receive a copy of this report.

### **Final interview WnW programme**

The WnW programme ends on the agreed date or earlier if the targets have been achieved, or at the start of a reorganisation within the meaning of Chapter 10 of the CAO. A final interview will take place in which the Action Plan is evaluated and the implementation of the employer's conclusions regarding employability, internal and external mobility will be discussed.

### **Participants in the interviews**

The meetings will in principle take place between the manager and employee; optionally the HR officer concerned may attend these meetings. If necessary, an external expert or career coach may be invited for mobility. The employee may receive support from an advisor, for instance a lawyer or trade union consultant, if he feels the need for professional advice; this is at his own expense in principle. The employer may award an allowance up until a maximum of €750 for an external advisor.

The employer will offer the employee personal assistance, such as occupational social assistance.

### **Reporting**

The meetings are reported in writing, along with the agreements made, the subsequent steps, the duration, the end date, etc. The manager is ultimately responsible for this. The report of the initial interview for the WnW programme must be available to the employee no later than 1 week before confirmation of the Action Plan. He has until 1 day before the decision to express a possible reaction. This reaction is included in the report.

### **Reorganisation**

The WnW programme can be terminated at the start of a reappointment period as referred to in Chapter 10 of the CAO. In consultation with the reappointment candidate, the employer draws up an individual support plan which specifies all efforts of the employer and the reappointment candidate, as well as all relevant agreements, in accordance with Article 10.2.2 paragraph 4.

## **Appendix C      Mobility facilities**

### **I      Facilities for external mobility**

#### **Article 1      Allowance for starting a business**

Reappointment candidates or employees who are expected to become reappointment candidates in the short term can be supported in starting their own business with a starting allowance from the employer.

#### **Article 2      Exemption from repayment obligation**

The employer can provide an exemption for a previously imposed repayment obligation. Such repayment obligations can result from:

- parental leave;
- the allocation of financial support for studying;
- the Implementation Regulations Relocation Expenses Wageningen University, with respect to the relocation expenses.

The exemption of repayment obligations applies in all cases to reappointment candidates who take the initiative to resign and, as the occasion arises, can be applied to employees with a fixed-term contract.

#### **Article 3      Relocation in case of voluntary dismissal**

- 1 If an employee is required to relocate as a result of accepting a job outside WR, and the new employer does not offer a relocation allowance, then WR can allocate a relocation expenses allowance (partial or full) in accordance with the Implementation Regulations Relocation Expenses Wageningen University & Research.
- 2 If an employee must relocate as a result of accepting a job outside WR, which results in the one-way distance for commuting from home to work being reduced by more than 50 km, then the WR can allocate a one-time amount of €10,890 (pre-tax). Payment is made after the actual relocation on the condition that the relocation has taken place within one year after the date of resignation.

#### **Article 4      Compensation for pension discontinuity**

In exceptional cases, the employer can compensate the employee for some loss of pension due to an external reappointment.

#### **Article 5      Re-hire guarantee**

- 1 If the employee resigns, the employer can agree to a re-hire guarantee of no more than 2 months. In exceptional cases, this can be extended to 6 months. With a reappointment candidate, the re-hire guarantee will be for no more than 1 year.
- 2 If financial measures are applied in combination with the re-hire guarantee as referred to paragraph 1, then the employee concerned must declare in writing that he is obligated to repay these financial measures upon being rehired.

#### **Article 6      Interim job placement (external)**

The employer can make an agreement with the employee about an external interim job placement.

#### **Article 7      Outplacement**

The employer can make an agreement with the employee about an outplacement plan.

The risk of dismissal by a new employer can be compensated by a leaving employee bridging a short-term trial period with unpaid special leave at WR.

## **II Facilities for internal mobility**

### **Article 1 Mobility increment or bonus**

The employee who changes jobs at their own request can be allocated a mobility bonus of no more than €2,270 (pre-tax) or an extra mobility increment.

### **Article 2 Waiting period arrangement**

The employee who is obligated to relocate as a result of a job placement or reappointment, and who states that he requires additional time, can be granted a two-year waiting period. During this waiting period, the employee receives a travelling expenses allowance as if he had an obligation to relocate, based on the costs of public transport.

Regarding the employee's own contribution to these expenses, the provisions in the Implementation Regulations Relocation Expenses Wageningen University apply.

### **Article 3 Commuting from home to work**

In connection with his reappointment or placement in another job, if the commuting distance of the employee between his home address and work address increases and he is not obligated to relocate, an extra travel expenses allowance will be allocated for no more than six years.

During the first three years, the extra allowance amounts to the difference between the allowance granted to the reappointment candidate on the first day of his reappointment based on the provisions in Article 7 clause 3 of the Wageningen University & Research Implementation Regulations Relocation Expenses and the allowance that would be allocated to the reappointment candidate based on the provisions in Article 7 paragraph 1 of the Implementation Regulations Relocation Expenses. During the fourth, fifth and six years, the extra allowance amounts to 75%, 50% and 25% of this amount, respectively.

Under conditions to be established by the employer, the right to the extra travel expenses allowance can be redeemed at the request of the reappointment candidate.

### **Article 4 Financial provision in case of reappointment to a distant job**

The employee who has relocated by order of their employer in connection with his reappointment or placement in a different job, has a right to a relocation expenses allowance and an allowance for travel expenses for commuting from home to work in accordance with the conditions in the Implementation Regulations Relocation Expenses Wageningen University & Research.

In cases where the employee and their partner both qualify for the amount referred to in the first paragraph, each will receive one half of this amount.

The amount referred to above will not be allocated if the relocation has not taken place within two years after being ordered by his employer.

### **Article 6 Working from home**

In relevant cases, the employer and employee can make agreements about working from home.

### **Article 7 Interim job placement (internal)**

The employer can make an agreement with the employee about an internal interim job placement.

### **Article 8 Working hours**

In relevant cases, the employer can consider up to half of the travel time to be working hours.

### **III Facilities for business relocation**

#### **Article 1 General provisions**

In cases where the employer's business has been relocated, for which the Central and/or Local Works Councils have been asked for advice as referred to in the Works Councils Act, Article 25 paragraph 1 under f, and for which the distance for commuting from home to work has increased by 15 km or more (one-way), the provisions in this section apply.

#### **Article 2 Obligation to relocate**

If the distance for commuting from home to work increases by 80 km or more (one-way) due to the relocation of the employer's business, then an obligation to relocate is imposed on the employee. He will be required to relocate to a house which is no more than 15 km from the new business location within four years after the date of the decision to relocate the business.

#### **Article 3 Relocation option**

If the commuting distance from home to work increases by more than 30 km and less than 80 km (one-way) due to the relocation of the employer's business, the employee has a relocation option. If they choose the relocation option within two years after the date of the decision to relocate the business, they must relocate to a residence no more than 15 km from the new business location within 4 years after the date of the decision to relocate the business.

#### **Article 4 Provisions for commuting**

Regarding an increased distance for commuting as a result of the business relocation, the following provisions apply:

- 1 *During the first two years, beginning with the date of the decision to relocate the business:* As long as the employee has not relocated, in addition to receiving an allowance for travel expenses for commuting from home to work, they will receive an additional allowance for the increased commuting distance as a result of the relocation of the business, as well as compensation for the additional travel time.  
The amount of the additional allowance is determined as follows: the increased commuting distance from home to work times €0.19 per km, minus the employee's own contribution of 20%, times the number of travel days per year estimated by the tax department for a travel pattern of 5 days per week.  
During the first year, the compensation for the travel time is 50% of the additional travel time, and 25% for the second year.
- 2 *During the third and fourth years after the date of the decision to relocate the business:* As long as the employee who has an obligation to relocate (see Article 2) or who has chosen to relocate (see Article 3) has not relocated, they will receive an extra allowance for the increased commuting distance resulting from the relocation of the business, in addition to previously received allowance for travel expenses for commuting from home to work.
  - a The amount of the additional allowance for the third year is determined as follows: 2/3 of the increased commuting distance from home to work times €0.19 per km, minus the employee's own contribution of 20%, times the number of travel days per year estimated by the tax department for a travel pattern of 5 days per week.
  - b The amount of the additional allowance for the third year is determined as follows: 1/3 of the increased commuting distance from home to work times €0.19 per km, minus the employee's own contribution of 20%, times the number of travel days per year estimated by the tax department for a travel pattern of 5 days per week.
  - c The allowance for commuting from home to work (the sum of the original allowance for commuting from home to the old location and the extra allowance) is at least equal to an allowance for commuting from home to the new location as described in the Implementation Regulations Relocation Expenses, Article 6 paragraph 2 (right to a travel and board allowance for commuting)
- 3 With a travel pattern of fewer than 5 days per week, the allowance is determined proportionally.

- 4 As long as he is making use of one or more provisions in this Article, the employee does not have a right to other provisions for commuting from home to work.

Regarding the relocation allowances, the provisions in the Implementation Regulations Relocation Expenses, Article 3 (right to relocation expenses allowance) apply. The choice to relocate, as referred to in Article 3, is made equal to an obligation to relocate.

# **Appendix D Agreement between Employer and trade unions involved with the CAO WR**

## **1 Employer's contribution**

The employer declares that he is prepared to pay a contribution per employee per year to the employee's trade unions. This amount is €18.34 for 2019 and is indexed annually on the basis of the general wage development with the employer. The reference date for determining the number of employees is 1 January.

## **2 Trade union leave**

- 1 Unless this is in conflict with the interests of the organisation, a maximum of 120 hours of special leave is provided every year for employees to attend meetings of statutory bodies of trade unions of central organisations or international trade unions, if the employee participates in these organisations:
  - a to the extent that this concerns meetings of executive members of the employees' trade union or of representative or executive members of a component of such a trade union;
  - b to the extent that these are meetings of central organisations to which employee trade unions are linked, which the employee attends as an executive member of the central organisation or as a representative or executive member of a trade union linked to this central organisation
  - c to the extent that these are meetings of an international trade union which the employee attends as an executive member of said organisation or as a representative or executive member of a trade union linked to this international trade union.
- 2 Unless this is in conflict with the interests of the employer, a maximum of 208 hours of special leave is granted to any employee who is appointed by the central organisation or associated trade union to conduct executive and/or representative activities within his central organisation or member union whether or not within the employer's organisation, which have the aim of supporting the central and member unions.
- 3 Unless this is in conflict with the interests of the employer, special leave is granted to any employee who is invited by his trade union to participate in a course, provided that this leave amounts to no more than 48 hours every two years.
- 4 The number of hours of special leave that can be granted to an employee based on the provisions in the first, second and third paragraphs, or the hours based on membership in the OR, are to be no more than 240 hours per year and a maximum of 320 hours for members of executive bodies (of the central organisations) of the trade unions party to this CAO and of organisations directly linked to these central organisations.

## **3 Trade union facilities**

- 1 To benefit the work of the trade unions active in the employer's organisation, the employer will allocate the following trade union facilities under the condition that these trade union tasks do not conflict with or obstruct the communication and consultation structure of the organisation nor hamper the progress of its activities;
  - a on request, the employer will provide access to a meeting or conference room;
  - b the employer will allow the trade union executive members to make appropriate use of telecommunication and printing equipment;
  - c the employer will allow bulletin boards to be used for trade union notifications.
- 2 Every year, the trade unions party to this CAO will provide the employer with a written list of the trade union executive members who work for the employer.



**4 Facilities for Works Councils**

- 1 The Works Council and, if applicable, its committees, may use the employer's facilities to the extent they require them for their duties.
- 2 The employer provides the members of the Works Council with the opportunity, during work hours and with full retention of their monthly income, to consult each other and/or others regarding matters of which they are party to in the performance of their duties, as well as become acquainted with the working conditions at the employer.  
An agreement is made annually regarding the number of hours required for this consultation, with a minimum of 60 hours per year.
- 3 The employer provides the members of the Works Council with the opportunity, during work hours and with full retention of their monthly income, to take the necessary training that they believe is necessary to properly execute their duties. An agreement is made annually regarding the number of hours required for this consultation, with a minimum of 5 hours per year.

## Appendix E

This addendum forms an integral part of Article 2.4 CAO WR.

### **Employment contract for fixed term or indefinite period**

In Article 2.4 of the CAO the parties availed themselves of the opportunity to a motivated deviation from the maximum duration and number of consecutive employment contracts for certain jobs or job groups as described in Article 7:668a, paragraph 5 under b of the CAO.

The parties have agreed to include an explanation and motivation in this addendum.

For the following job positions or employment relationships, a fixed-term employment contract may be extended up to a maximum of four years or to a maximum of four employment contracts:

- a (WR) Researchers and HBO Researchers with whom a temporary employment relationship agreement has been concluded and which has been subsequently extended, in which the work activities are temporarily funded externally or a situation which involves co-financing (temporary programme and/or project funding).  
The reason for the temporary extension must be tied to the necessity of being able to deliver a quality product or result to the external sponsor or co-financier.
- b Employment relationships in which the work activities are not structural, yet are necessary for operational management (e.g. support work activities that benefit a temporary automation project) and have not been completed within the time frame set previously.

Furthermore, on the basis of Article 7:668a paragraph 9 BW, the parties have highlighted employment relationships that have been exclusively or primarily entered into for the sake of the education of the employee and to which Article 7:668a BW is fully or partially inapplicable. These highlighted employment relationships are:

- c PhD candidates;
- d research trainees during a period of a maximum of four years or a maximum of four employment contracts.  
Research traineeships are training positions for HBO graduates and post-academics (post-Master's and post-doc positions) focused on acquiring specific or general research skills.

## Appendix F      Vitality Pact

### General

The workforce is aging due to the shift in the statutory pension age and the longer working life that results. This has consequences for balanced age composition within the organisation, for hiring new employees and for the careers of existing ones.

To ensure the continuity of the organisation, it is important to promote the influx of young people and the intra-organisational mobility of employees in mid-career, thus offering them more perspective.

This can be done by supporting older employees and enabling them – where necessary and desirable – to work fewer hours if this contributes mentally or physically to working vitally until retirement, to transferring and retaining their knowledge and experience in the organisation, and/or providing room for future generations.

Important conditions for this scheme are:

- Cost neutrality within Wageningen Research Foundation
- No conflict with the Equal Treatment Act
- No premiums, e.g. in the context of early retirement (RVU), and allowable under the Netherlands Wage Tax Act 1964
- The ABP pension regulation allows this.

In the event that one or more of these conditions is not met (or is no longer met), the parties will immediately consult with each other.

### Article 1      Structure of the scheme

1. Five years before reaching statutory retirement age and after working for the employer for at least 10 years, employees are entitled to shorten their workweek to 4 days or 3 days according to the provisions in this article in accordance with the standard weekly schedule as included in Appendix G.
2. Employees can shorten their workweek by 20% (4-day variant) under the following conditions:
  - a. the employee is allocated 20% of their agreed working hours as special leave with continued payment of partial salary;
  - b. the employee has a working week of 4 days in accordance with the weekly schedule in Annex G, whereby 85% of the gross salary is paid;
  - c. the employee waives all non-statutory holiday hours and retains entitlement to 4 times the remaining number of working hours per week (statutory holiday entitlement), plus an annual number of compensation hours, as specified in the weekly schedule in Annex G. The collective holidays, determined in accordance with Article 4.1.1 paragraph 3 of the CAO, that coincide with the weekly schedule are deducted from the compensation hours or holiday accrual.
3. Employees can shorten the working week by 40% (3-day variant) under the following conditions:
  - a. the employee is allocated 40% of their agreed working hours as special leave with continued payment of partial salary;
  - b. the employee has a working week of 3 days in accordance with the weekly schedule in Annex G, whereby 70% of the gross salary is paid;
  - c. the employee waives all non-statutory holiday hours and retains entitlement to 4 times the remaining number of working hours per week (statutory holiday entitlement), plus an annual number of compensation hours, as specified in the weekly schedule in Annex G. The collective holidays, determined in accordance with Article 4.1.1 paragraph 3 of the CAO, that coincide with the weekly schedule are deducted from the compensation hours or holiday accrual.
4. When participating in the 4-day variant with 20% special leave as referred to in the third paragraph, after participation for one year it is possible to switch to the 3-day variant with 40% special leave as referred to in the third paragraph. However, switching from the 3-day variant to the 4-day variant is not possible. To prevent this from being considered an early retirement scheme (RVU) for tax purposes, in the eleventh year before reaching statutory retirement age, employees must have worked at least 50% of the hours in their original employment contract and must work at least 50% of these hours in the calendar year prior to participation. Participation in the scheme is not possible if

the weekly schedule falls below 4 days of 4 hours or 3 days of 5.5 hours (actual remaining average weekly working hours not less than 14.4 hours or a standard schedule of not less than 16 hours including compensation hours). In appendix G, taking into account these requirements, a summary is given of the various options for the new standardised weekly schedules with the corresponding accrual of statutory holiday hours and compensation hours.

5. Based on current regulations and the current ABP conditions, the basis for pension accrual can be maintained at 100% of the basis before special leave. The employee pays the entire employee contribution for pension premium.
6. However, all salary-related allowances and benefits as referred to in Chapters 3 and 4 of the CAO, with the exception of Article 3.8, are based on 85% of the salary for the 4-day variant and 70% of the salary for the 3-day variant.

## **Article 2 Fulfilment of the workweek**

Employees work on the basis of the work schedule included in Annex G. Timely agreements are made between employer and employee about using compensation hours. However, these compensation hours cannot be used for the savings variant or as a source for the employment conditions selection model (Chapter 5 of the CAO). Agreements are also made about a proportional reduction of tasks and transfer of duties. These agreements are reconfirmed annually. The purpose of these agreements is that the efforts of the employee should concentrate on the agreed tasks.

## **Article 3 Conditions for participation**

1. Enrolment in this scheme is possible from 1 January 2020 to 1 April 2021. The actual participation in the scheme must start no later than 31 March 2021 and lasts until the end of employment, but not after the statutory pension age is reached.
2. Participation is possible for employees with an employment contract of no more than 36 hours per week on average (1.0 FTE) and who have worked continuously for the employer for at least 10 years.
3. If the contract is for more than 36 hours per week on average, this must be reduced to an employment contract of 36 hours per week on average before participation in the scheme is possible.
4. An extension of the working hours within one year prior to participation in this scheme is not taken into account when applying Article 1. In this scheme, the working hours will first be reduced to the amount before the expansion. The weekly schedule, salary payment and pension accrual will be based on that amount.
5. However, a reduction of the working hours within one year prior to participation in this scheme will be taken into account when applying Article 1. In this scheme, the new working hours will be the basis for the new weekly schedule, salary payment and pension accrual, taking paragraph 4 into account.
6. The request for participation must be submitted in writing to the employer no later than three months prior to the desired effective date. The employer will respond to this request within four weeks of receiving the application.
7. Participation in the scheme is only possible after any remaining leave balance – including the life-course savings scheme, the savings variant and any compensation hours that have not yet expired – has been used entirely and any leave backlog has been reduced to no more than the statutory holiday hours to which the employee is entitled annually based on the working hours in the original employment contract.
8. The employer may refuse participation in the event of compelling business interests or a disproportionate increase in work pressure for the employee and/or their colleagues. In the event of severe operational problems regarding re-assignment of the hours previously worked by the employee, the employer may postpone participation for a maximum of 12 months, but to no later than 31 March 2021.
9. Employees who are partially incapacitated for work can participate in the scheme to the extent that this is possible within their reintegration obligations. If a participant becomes fully incapacitated for work, participation can be terminated prematurely at the employee's request. In the event of long-term and full occupational disability, participation in this scheme ends after six months of incapacity and the employee returns to the working hours that immediately preceded participation.

10. No overlap with or entitlement to
  - . a retirement scheme, life course savings scheme, sabbatical or savings variant;
  - . non-statutory holiday hours and option hours
  - . use of time as a source for the Employment Conditions Selection Model
  - . use of compensation hours in the savings variant. It is no longer possible to extend or reduce working hours without terminating participation.
11. It is not permitted to perform other paid work at or for Wageningen University & Research or new additional employment activities (if paid) via a new employment contract or hiring arrangement. If this occurs, the participation ends with immediate effect.

**Article 4      Evaluation and hardship clause**

1. CAO parties evaluate the scheme before the end of the term of this CAO regarding in any case budget neutrality within the Wageningen Research Foundation, effects on hiring new employees and promoting/transferring existing ones, and effects on the workload. A definitive evaluation will follow before 1 February 2021.
2. If participation in, or the application of, this scheme leads to unfair and/or unreasonable consequences for the employee, the employer may adapt the scheme at the employee's request.

## **Appendix G                      Calculation method for new working hours, statutory leave, standardised weekly schedule and compensation hours when using the Vitality Pact.**

### **General**

- 1.0 FTE is 36 hours per week on average for
- 51 weeks per year (rounding off an average of 52.18 weeks per year minus an average of 6 public holidays).
- In the case of partial occupational ability, the ability hours are entered on the standardised weekly schedule. After 6 months, an assessment will be made as to whether or not participation in Vitality Pact will be suspended.
- In the event of full occupational disability, the Vitality Pact WR will be suspended after 6 months until the occupational ability is restored to 80% or 60% of the original working hours.

### **80% variant**

- Working hours after reduction in average hours per week (A): 80% from 1.0 FTE to 0.5 FTE
- Statutory leave (V): 4 times A
- Daily working hours (DW): A/4 rounded up to half an hour (minimum of 4.0 hours)
- Weekly schedule (R): 4 days of DW
- Compensation hours per year (CU): (R minus A) times 51

### **60% variant**

- Working hours after reduction in average hours per week (A): 60% from 1.0 FTE to 0.7 FTE
- Statutory leave (V): 4 times A
- Daily working hours (DW): A/3 rounded up to half an hour (minimum of 5.5 hours)
- Weekly schedule (R): 3 days of DW
- Compensation hours per year (CU): (R minus A) times 51

### **Rounding statutory leave (V) and compensation hours (CU)**

The V and CU hours are added together. The sum is rounded up (S). Then R is rounded up. The rounded CU is the difference between S and the rounded R.

**Examples:**

Gestandaardiseerde weekroosters Vitaliteitspact WR									
80% variant (vier dagen)									
Omvang dienstverband (fte)	Omvang werkweek (arbeidsduur)	Weekrooster met opbouw compensatie-uren	Deeltijd factor nieuwe werkweek (arbeidsduur)	In uren	Nieuw weekrooster met opbouw compensatie uren	Dagen maal uren	Jaarlijks (wettelijk) vakantie tegoed in uren	Compensatie-uren per jaar	Totaal uren vakantie en compensatie
1.0	36.0	40	0.80	28.80	32	4*8.0	116	163	279
0.9	32.4	36	0.72	25.92	28	4*7.0	104	106	210
0.8	28.8	32	0.64	23.04	24	4*6.0	93	49	142
0.7	25.2	28	0.56	20.16	22	4*5.5	81	94	175
0.6	21.6	24	0.48	17.28	18	4*4.5	70	36	106
0.5	18.0	20	0.40	14.40	16	4*4.0	58	82	140
60% variant (drie dagen)									
Omvang dienstverband (fte)	Omvang werkweek (arbeidsduur)	Weekrooster met opbouw compensatie-uren	Deeltijd factor nieuwe werkweek (arbeidsduur)	In uren	Nieuw weekrooster met opbouw compensatie uren	Dagen maal uren	Jaarlijks (wettelijk) vakantie tegoed in uren	Compensatie-uren per jaar	Totaal uren vakantie en compensatie
1.0	36.0	40	0.60	21.60	24	3*8.0	87	122	209
0.9	32.4	36	0.54	19.44	21	3*7.0	78	80	158
0.8	28.8	32	0.48	17.28	18	3*6.0	70	36	106
0.7	25.2	28	0.42	15.12	16.5	3*5.5	61	70	131

## **APPENDIX H      Designated jobs with reduced intervals (CAO WR Article 4.4.2)**

For the jobs designated in Annex H, the intervals as referred to in Article 7:668a paragraph 1 sub a and b of the Dutch Civil Code are reduced to three months if those jobs can be held for a period of no more than nine months per year and cannot be held consecutively by the same employee for a period of more than 9 months per year.

- Reserved
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# **IMPLEMENTATION REGULATIONS**

# **I Implementation Regulations Illness and Occupational Disability**

## **Article 1 Definitions**

For the purposes of these regulations, the subsequent terms are defined as follows:

- a employee: the employee as referred to in Article 1.5 sub c who has not yet reached the statutory age of retirement;
- b Employer: the Executive Board of the Wageningen Research Foundation;
- c Monthly income: the sum of the monthly salary and the fixed allowances for which the employee qualifies pursuant to the CAO WR;
- d Medical examination: an examination by or on behalf of the UWV, or a study by an expert or health, safety and environment service at the expense of the employer;
- e medical certificate: a statement, issued on the basis of the medical examination
- f company health support: support by or on behalf of an expert or health, safety and environment service in collaboration with the employer, focused on preventing or ending illness and occupational disability;
- g WPA: the ABP Privatisation Act;
- h WAO: the Invalidity Insurance Act;
- i UWV: the Implementation Institute for Employee Insurance, referred to in Chapter 5 of the Work and Income Implementation Structure Act (SUWI);
- j pension regulations: the Pension Regulations of the General Pension Fund for Public Employees (ABP);
- k occupational disability: occupational disability as described in Article 4 and Article 5 of the WIA Act;
- l occupational disability benefits: a periodically paid benefit as a result of the employee's employment for occupational disability as defined under k;
- m suitable work: all work that is within the physical capabilities and skills of the employee, unless acceptance of this work cannot be required for physical, mental or social reasons;
- n passable work: all generally accepted work the employee is capable of performing with their physical capabilities and skills; powers and abilities;
- o unemployment benefits: periodic benefits resulting from dismissal or unemployment, which is related to an employment contract;
- p disability pension: a disability pension as referred to in Chapter 11 of the Pension Regulations;
- q reappointment allowance: an allowance in case of reappointment as referred to in chapter 12 of the Pension Regulations;
- r ZW: the Illness Benefits Act;
- s sickness benefits: benefits as referred to in Article 19 of the Sickness Benefits Act;
- t WW: the Unemployment Insurance Act;
- u Wageningen Research Foundation non-statutory unemployment benefits: non-statutory supplement to the WW benefits on the basis of the Unemployment Insurance Act.
- v Work and Income (Capacity for Work) Act (WIA): the Work and Income according to Labour Capacity Act (WIA);
- w WIA benefits: the disablement benefits or the work resumption payment for the partially disabled, referred to in Chapters 6 and 7 of the Work and Income according to Labour Capacity Act;
- x IVA benefits: disablement benefits referred to in Chapter 6 of the Work and Income according to Labour Capacity Act;
- y WGA benefits: the work resumption benefits referred to in Chapter 7 of the Work and Income according to Labour Capacity Act;
- z Occupational health and safety service: a health and safety service as referred to in the Working Conditions Act 1998;
- aa Expert: an expert person as referred to in Article 14, paragraph 1, of the Working Conditions Act 1998 who is charged with the duties referred to in Article 14, paragraph 1, subsections b or c of that Act;
- bb AOW entitlement age: the retirement entitlement age as referred to in Article 7a of the Old Age Pensions Act.

## **Article 2 Occupational healthcare**

- 1 The employee is entitled to support in relation to occupational healthcare in accordance with the provisions in these regulations.
- 2 This occupational health support is provided through or by the expert or health, safety and environment (ARBO) service in collaboration with the employer.
- 3 The employee is obligated to cooperate in medical research and occupational healthcare-related counselling.
- 4 Notwithstanding the option of directly consulting the expert or ARBO service in collaboration with the employer in relation to health problems related to his work situation, the employee may request that the employer commission a medical examination by the expert or ARBO service in collaboration with the employer.

## **Article 3 Illness and occupational disability**

- 1 The employee who, because of a lack of direct and objective medical consequence of disease or disability, is fully or partially hindered from performing his duties, this employee is entitled to full or partial leave.
- 2 These duties are understood as the employee's job, or the composition of their work activities and the circumstances under which they are performed.
- 3 During the full or partial illness-related leave, the employee's employment status is assumed to remain unchanged in nature and scope, without prejudice to the provisions in:
  - a Article 20 and Article 20a;
  - b the possibility to fully or partially terminate or reduce the employment or scope of the employment, at the request of the employee;
  - c the possibility to terminate the employment or reduce the scope of the employment if it has been agreed that the employment is for a fixed term, respectively, the agreed expansion of the scope of employment for a fixed term;
  - d the possibility of an immediate dismissal on serious grounds;
  - e the possibility of termination of employment due to compelling reasons, including the possibility to terminate employment in relation to the dissolution of the job.
- 4 The employer, who in accordance with these regulations has commissioned a medical examination, pending the conclusion thereof and in urgent cases of a medical nature, may grant the employee access to the building or buildings in which he usually performs his work activities. If on the basis of a medical statement, there is a risk of contagion from an infectious disease, this will be forbidden on the basis of law.

## **Article 4 Continued salary payment during illness**

- 1
  - a If an employee cannot or can only partially carry out their work activities due to disability resulting from illness, they will retain 100% of their monthly income over a period of 6 months. At the end of those 6 months they will receive 80% of their monthly income for the hours not worked and 100% for the hours worked, up to and including 104 weeks after the first day of illness<sup>1</sup>. If 80% of their (pro rata) monthly income is less than the minimum wage, instead of 80% they will receive the (pro rata) minimum wage. If the period during which the employee is entitled to monthly income is extended on the grounds of the circumstances referred to in Article 20, paragraph 6a, 6c and 6d, the employee will receive 80% of his monthly income. The reduction to 80% will not be applied in case of sick leave in relation to pregnancy or birth.

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1 For example: in a given month there are N workable hours of which N1 hours have been worked and N2 hours have not been worked ( $N = N1 + N2$ ); the monthly income immediately before falling ill (monthly salary + possible allowance) = B + the minimum wage = MW.  
The continued wage payment is then  $(N1 \times B) + \{\text{maximum of } (N2 \times 0,76 \times B) \text{ or } (N2 \times MW)\} / N$ .

- b The employee who receives IVA benefits during the first year of illness will have his benefits supplemented to 100% of his monthly income for the first six months beginning with the first day of illness and to 80% of his monthly income for the rest of the year.
  - c In determining the monthly income under 1a and b, incremental and general salary increases are included.
  - d The employee who receives IVA benefits during the first year of illness will have their benefits supplemented to 100% of their monthly income for the first 6 months beginning with the first day of illness and afterwards to 80% of their monthly income.
  - e In determining the monthly income under 1a and b, incremental and general salary increases are included.
- 2 The continued salary payment during sick leave ends after 104 weeks at the latest.
  - 3 If the employee has been granted ZW benefits or WIA benefits, the sum of those benefits are deducted from the amount to which he is entitled based on the monthly income referred to in paragraph 1. If the employee is entitled to ZW or WIA benefits on the basis of one or more employment relationships, in relation to the application of the last full sentence, those benefits will be attributed to the employment relationship that serves as the basis for the continued payment of the monthly income, pro rata of the total of income under the relevant employment contracts.
  - 4 If, as a result of the action or failure to act by the employee, the ZW benefits or WIA benefits are partially or fully refused or result in the permanent or temporary reduction thereof, this benefit will be considered as having been received without prejudice to the application of the third paragraph.
  - 5 Expired
  - 6 If the employee does not issue an authorisation for the ZW or WIA benefit to be paid to the employer, he will notify the employer of this forthwith.

**Article 5 Expired**

**Article 6 Illness caused by an accident at work**

- 1 If the illness, on the basis of which the employee is placed on leave at the discretion of the employer, was predominantly caused by the nature of the employee's work activities or in the special circumstances in which the employee was conducting those work activities, he will continue to be entitled to his full monthly income after the period of 6 months referred to in Article 4, paragraph 1, unless the illness was caused to a significant degree by wilful or conscious gross negligence on the part of the employee.
- 2 Article 4, paragraphs 3 and 4 are applicable.

**Article 7 Continued illness-related leave within 4 weeks**

- 1 To determine the time period referred to in Article 4 paragraph 1, first sentence, a newly started leave due to illness or occupational disability is considered to be a continuation of the previous leave, unless the new leave begins after the employee had actually resumed work for at least four weeks.
- 2 When determining this four-week period, pregnancy and maternity leave based on the provisions in the Work and Care Act only count as an interruption if the illness periods before and after the pregnancy and maternity leave do not directly adjoin the period of pregnancy and maternity leave, or if the illness has different causes.
- 3 Only illness periods that immediately adjoin the pregnancy and maternity leave based on the provisions in the Work and Care Act and where the illness has the same cause, count as a single continuous period of illness.

**Article 8 and 9 Expired**

**Article 10 Infectious diseases from third parties**

- 1 The employee who is, or has recently been, in contact with a person who has an illness for which the notification obligation applies on the basis of the Public Health Act, is not allowed to conduct their work activities and should be barred from accessing the buildings, rooms and grounds in and on

which they usually perform their duties, except when explicit permission has been received from the expert or occupational health and safety service.

- 2 The employee described in the preceding paragraph, is obligated to notify the employer of this at his earliest convenience. He is obligated to act in accordance with the instructions given by the expert or occupational health and safety service, including those related to undergoing a medical examination.
- 3 During the period that the employee is unable to carry out his duties due to compliance with this article, he will receive his full monthly income.

#### **Article 11 Reintegration of sick employees**

- 1 The employer is obligated to take all the necessary and possible measures and provide all the necessary and possible instructions in as timely a manner as possible to enable the employee, who, in relation to disability resulting from illness, is hindered in the performance of their duties, to carry out their own work or other suitable work. If it is clear that the employee's own work activities can no longer be carried out and the employer has no other suitable alternative work available, the employer will make every effort to provide the employee with work through one or more positions at another employer. Reintegration takes place in accordance with the provisions in Articles 25, 27 to 31 WIA.

#### **Article 11a Obligations**

The employee who due to illness is fully or partially hindered from carrying out his duties, is obligated to act in accordance with the provisions in the Articles 25, 27 to 31 WIA.

#### **Article 12 Investigation into the right to WIA benefits**

- 1 Regarding the investigation into the right to WIA benefits, the employee is obligated to comply with all the rules and obligations that directly or indirectly result from the provisions in the WIA. These include rules and obligations, of any nature, that have been imposed on him by or through the UWV.
- 2 If resulting from the investigation into the right to benefits, as referred to in the first paragraph, the UWV is of the opinion that the employee is suitable for work and can be reinstated into his own position, albeit under altered conditions, the employer will ensure that these new conditions are implemented within one year after this assessment.
- 3 If resulting from the investigation into the right to benefits, as referred to in the first paragraph, the UWV is of the opinion that the employee is suitable for work and can be reinstated in one or more different functions at the employer, the employer will ensure that within one year of this assessment that the employee is appointed in that position or one of those positions.

#### **Article 13 Reductions related to income from work deemed suitable**

- 1 If the employee, in the interest of their recovery or reintegration, or in the context of reappointment, during their illness-related leave is carrying out work for themselves or for third parties that has been deemed suitable by the expert or occupational health and safety service or reintegration organisation:
  - a the income from this work, for the period during which he is entitled to his full income, will be fully deducted from this;
  - b he will retain his full monthly income per hour of work in his own position and 80% of his monthly income in his own position for the remaining leave hours, even after the period described in Article 4 paragraph 1, first sentence, for the hours in which the above-mentioned work is performed.
- 2 The reductions referred to in the first paragraph also apply if the employee is conducting work for the employer during the illness-related period of leave at the recommendation of the expert or occupational health and safety service or reintegration organisation in the interest of his recovery or reintegration, or in the context of reappointment, which also includes an appointment to a different position.
- 3 The reductions referred to in the first and second paragraphs will not be applicable to the extent to which the income referred to in those paragraphs are already deducted from the employee's WAO or WIA benefits.

- 4 The income referred to in the first and second paragraphs also includes a supplementary occupational disability pension and/or a reappointment allowance, as well as any other allowance, which can be deemed to be in relation to the work activities referred to in the first and second paragraphs.

**Article 14 No entitlement to monthly income**

There is no entitlement to monthly income, in the following cases, unless validated by a medical statement:

- a if illness is simulated, or at least exaggerated in a way that the hindrance to the performance of duties due to illness cannot be assumed;
- b if the employee who is unable to perform his duties due to illness has deliberately caused the illness, unless no blame can be attributed due to psychological circumstances;
- c the hindrance due to illness takes place within six months after the medical examination that took place in relation to his appointment, and it shows that the employee intentionally provided false information here about his health or withheld information, as a result of which he was errantly declared suitable for work.

**Article 15 Obligations of employee and sanctions**

- 1 The entitlement to monthly income can be declared entirely or partially void by the employer, if and to the extent to which the employee:
  - a refuses to cooperate in a medical examination ordered under these regulations, or, after having been summoned for such a medical examination, fails appear without a valid reason;
  - b refuses or neglects to apply for a WIA benefit at the UWV, or a request for extension of those benefits;
  - c refuses to cooperate fully in a medical examination to assess his right to a WAO or WIA benefits;
  - d violates the control rules, to the extent these have been set for them; e leaves the country without a medical certificate of no objection;
  - f wrongly neglects to receive or continue medical treatment, or does not abide by the rules prescribed to him by the expert or occupational health and safety service, or otherwise acts in such a way that his recovery is obstructed or delayed, in the understanding, that guidelines for cooperating with a surgery of a medical or diagnostic nature are excepted;
  - g during the hindrance in performing his duties, performs work for himself and/or for third parties, unless this, on the basis of a medical statement from the expert or occupational health and safety service, is deemed to be in the interest of his recovery, reintegration or reappointment.
  - h fails to conduct his work duties or suitable work activities at the time and to the degree set by the expert or occupational health and safety service, or, at the end of a period of 52 weeks of uninterrupted illness, fails to perform his usual work activities, unless a new reason not to do so is validated by the expert or occupational health and safety service;
  - i without having a valid justification, refuses to cooperate with reasonable regulations or measures with the intention of enabling the employee to perform suitable work prescribed by the employer or an expert appointed by the employer;
  - j without having a valid justification, refuses to cooperate with preparing, evaluating and adapting a plan of action as referred to in Article 11, paragraph 1.
  - k without a valid justification, refuses to perform suitable work provided for him by the employer, as referred to in Article 1 under m;
- 2 The full or partial expiry of eligibility, as referred to in paragraph 1, will be in effect at a time stated in the decision by the employer. This time shall never be before the date of the decision.
- 3 The rules and obligations established and prescribed by UWV in accordance with Chapter 10 of the WIA Act are applicable to the employee as if they had been established and prescribed by the employer.
- 4 If the UWV has imposed one or more sanctions on the employee in accordance with Chapter II of the WAO, or Chapter 10 of the WIA Act, these sanctions apply to the employee as if they had been imposed by the employer, with the corresponding impact on the monthly income. If the sanction that has been imposed under Article 14 or this article is shown by a new evaluation instituted in

accordance with Article 32 of the Work and Income Implementation Structure Act to be unjustly imposed on the basis of decision by the UWV, the decision in question will be revoked.

**Article 16 Expired**

**Article 17 Medical examination during illness-related leave**

- 1 Notwithstanding Articles 11 and 12, the employer may have the employee undergo a medical examination to assess the issue:
  - a whether there is a question of inability to perform his work;
  - b whether there is a circumstance as referred to in Article 14 or Article 15, first paragraph under f;
  - c whether further measures are needed in the interest of the recovery;
  - d when and to what degree work can be restarted;
  - e whether there are grounds for issuing a no-objection medical statement as referred to in Article 15, paragraph 1 under e.
- 2 As soon as the employer has taken note of the conclusions of the medical examination, the employee will be notified of these conclusions forthwith. At the request of the employee, his acting physician will also be notified of these conclusions.
- 3 The costs of the medical examination, as referred to in Article 32 of the Organisation Structure for Implementation of Work and Income Act, will be charged to the employer. Any of the employee's travel and accommodation expenses will be reimbursed by the employer on the basis of rules to be further specified.

**Article 18 Examination despite fulfilment of duties**

- 1 The employer may have the employee undergo a medical examination even if the employee has not taken illness-related leave if, at the employer believes there are grounds for this. The employer must inform the employee of this decision and the reasons in writing.
- 2 The employee, who in relation to the performance of his duties is exposed to particular risk to his health or must meet special health requirements, is obligated to undergo a periodical medical examination on the instructions of the employer. In this regard, the rules as laid down in the Wageningen Research Foundation catalogue for occupational health and safety are applicable.
- 3 As soon as the employer has taken note of the conclusions of the medical examination referred to in paragraphs 1 and 2, the employee will be immediately notified of these conclusions. At the request of the employee, his acting physician will also be notified of these conclusions.
- 4 The employee whose physical or mental condition is such that, based on the conclusion of the examination, his interests, those of the institution or of third parties involved in his work activities conflict with the full or partial continuation of his duties, shall be granted full or partial leave by the employer on the grounds of the provisions in these regulations. During this leave the employer will if possible delegate other work activities to the employee, to the extent, given the formerly performed work activities, these are deemed suitable.

**Article 19 Expert advice by UWV**

- 1 At the request of the employer or employee, UWV may launch an investigation into and pass judgment on:
  - a The existence of occupational disability, if the employer and employee disagree on the parameters of occupational disability;
  - b The availability of suitable work as referred to in Article 1 under m, that the sick employee is able to carry out for the employer;
  - c Whether the employer with regards to their sick employee has performed sufficient and suitable reintegration efforts.
  - d Whether the employee has made sufficient efforts for his reintegration.

- 2 The outcome of the investigation referred to in paragraph 1 is included in the reintegration report as described in Article 25 paragraph 3 of the WIA Act.

**Article 20 Dismissal or reappointment based on occupational disability**

- 1 The employer may, although not more than once every three months, have the employee undergo a medical examination to assess the question whether full resumption of his duties is excluded, and whether or not this is permanent.
- 2
  - a If the Employee Insurance Agency (UWV) conducted an occupational disability assessment and ascertained a residual earning capacity of more than 65% (and the occupational disability is therefore less than 35%), there is no entitlement to WIA benefits. The employment contract of the employee remains unchanged and the occupational disability is not a reason for dismissal of itself.
    - b 1 The employee referred to under a will be placed in
      - their own job with adjustment of the original working hours or in
      - another job with or without adjustment to the original working hours.
    - b 2 The employee referred to under b.1. receives 100% of the monthly income for the hours worked corresponding to their original job and 80% of the original monthly income for the hours not worked, with a minimum of 90% of the original monthly income
    - b 3 The basis for the employee's pension is based on the new pensionable salary. If the employee is placed in a job in a lower salary scale they will, to the extent this is required on the basis of rules and regulations, receive a structural pensionable supplementary allowance in addition to their new salary.
- 3 If an employee has an occupational disability between 35% and 80%, the employer is obligated to actively utilise the full remaining earning capacity of the employee, by reappointing him to another job in the employer's organisation or that of another employer. When complying with this obligation, internal or external experts are consulted who specialise in the reintegration of workers with partial occupational disabilities.
- 4 Should the employee on the grounds of illness or disability have wound up in a situation of permanent inability to meet the requirements of his position, they can be dismissed, provided:
  - a the occupational disability is 35% or more according to the assessment of the UWV;
  - b this permanent occupational disability has lasted for 104 uninterrupted weeks, and:
  - c recovery within a six-month period after these 104 weeks cannot be expected and;
  - d there are no realistic reappointment possibilities at the employer.
- 5 In setting the period of 104 weeks, as referred to in the fourth paragraph, Article 7 is applicable.
- 6 The period of 104 weeks, as referred to in paragraph 5, shall be extended:
  - a By the duration of the delay if the employer files the report referred to in Article 38 paragraph 1 of the Illness Benefits Act (ZW), later than prescribed in this article. If the employer himself bears the risk described in the WIA Act, the time stated in Article 85 paragraph 2 of the WIA Act is applicable instead of the time stated in Article 38 paragraph 1 of the Illness Benefits Act;
  - b expired;
  - c by the duration of the extension of the waiting period referred to in Article 24 first paragraph of the WIA Act;
  - d by the duration of the time period set by the UWV on the basis of Article 25, paragraph 9 of the WIA Act.

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<sup>2</sup> The original monthly income is the monthly income that the employee would have received had they not fallen ill.



- 7 a If the employer wishes to resort to dismissal, they will notify the employee of this in writing no earlier than week 87 (21st month) after the first day of illness.
- b This notification will be issued no earlier than week 87 (21st month) after the first day of illness, in the understanding that the procedure, including the medical and occupational recommendation as the basis for the dismissal and the completion of the investigation into the reappointment possibilities, may be completed no later than week 104 (24th month) after the first day of illness.
- 8 Expired
- 9 In assessing the issue of whether a situation applies as referred to in paragraph 4, under d, the employer is required by way of a thorough and careful investigation to demonstrate that there are no realistic reappointment possibilities for the employee. To this end, the employer must first investigate whether the possibility exists of placing the employee in a job with suitable work, and thereafter, if this opportunity is not available, in a job position with passable work activities, though this must not be earlier than after the end of the first year of illness.
- 10 In the investigation to assess the question whether a particular situation applies as referred to in paragraph 4 under b and c and in the investigation referred to in paragraph 9, the employer shall include this result in the WIA claim assessment.
- 11 If resulting from the investigation into the permanent disability in regards to his position, as referred to in the previous paragraphs, the UWV, in the context of the WIA claim assessment, is of the opinion that the employee is suitable for work and can be reinstated in his own position, or in one or more different positions at the employer, adaptation of the employment contract is only possible if the employee is directly appointed in his own position or in one or more different ones in accordance with the relevant new employment conditions.
- 12 There is no possibility to appeal the conclusion of the investigation to a judge, as referred to in paragraph 9, or the judgment of the UWV referred to in paragraph 8.  
An employee who due to illness is unable to carry out his own work activities may be reappointed to another position before the end of the waiting period.
- 13 In assessing the issue of whether a situation applies as referred to in paragraph 4, under d, the employer is required by way of a thorough and careful investigation to demonstrate that there are no realistic reappointment possibilities for the employee. To this end, the employer must first investigate whether the possibility exists of placing the employee in a job with suitable work, and thereafter, if this opportunity is not available, in a job position with passable work activities, though this must not be earlier than after the end of the first year of illness.
- 14 In the investigation to assess the question whether a particular situation applies as referred to in paragraph 4 under b and c and in the investigation referred to in paragraph 9, the employer shall include this result in the WIA claim assessment.
- 15 In assessing the issue of whether a situation applies as referred to in paragraph 4, under d, the employer is required by way of a thorough and careful investigation to demonstrate that there are no realistic reappointment possibilities for the employee. To this end, the employer must first investigate whether the possibility exists of placing the employee in a job with suitable work, and thereafter, if this opportunity is not available, in a job position with passable work activities, though this must not be earlier than after the end of the first year of illness.
- 16 In the investigation to assess the question whether a particular situation applies as referred to in paragraph 4 under b and c and in the investigation referred to in paragraph 9, the employer shall include this result in the WIA claim assessment.
- 17 If resulting from the investigation into the permanent disability in regards to his position, as referred to in the previous paragraphs, the UWV, in the context of the WIA claim assessment, is of the opinion that the employee is suitable for work and can be reinstated in his own position, or in one or more different positions at the employer, adaptation of the employment contract is only possible if the employee is directly appointed in his own position or in one or more different ones in accordance with the relevant new employment conditions.

18 There is no possibility to appeal the conclusion of the investigation to a judge, as referred to in paragraph 9, or the judgment of the UWV referred to in paragraph 8.

An employee who due to illness is unable to carry out his own work activities may be reappointed to another position before the end of the waiting period.

#### **Article 20a Dismissal due to failure to cooperate with reintegration**

Contrary to Article 20, the employee, who in the context of occupational disability due to illness is hindered in the performance of his duties, will be dismissed if he refuses to cooperate in the following without a valid reason:

- a follow the reasonable rules imposed by the employer or an expert appointed by the employer and cooperate with measures taken by the employer or an expert appointed by the employer, to enable them to carry out his own or other suitable work;
- b perform suitable work provided for them by the employer, as referred to in Article 1 under m;
- c cooperate with preparing, evaluating and adapting a plan of action as referred to in Article 11, paragraph 1;
- d apply for WIA benefits.

#### **Article 21 to 40 Expired**

#### **Article 41 Benefits to former employees with occupational disability**

- 1 The former employee who has been declared 80-100% permanently unfit for work and who is receiving IVA benefits, and of which the employer judges the occupational disability to have been caused predominantly by the nature of the work activities assigned to him or by the circumstances in which these had to be performed, he will receive a supplementary allowance alongside the IVA benefits.
- 2 The former employee who is receiving WGA benefits, and of which the employer judges the occupational disability to have been caused predominantly by the nature of the work activities assigned to him or by the circumstances in which these had to be performed, will receive a supplementary allowance from the former employer alongside the WGA benefits.
- 3 This supplementary allowance as referred to in paragraphs 1 and 2, will supplement the portion of the monthly income for which the (former) employee was declared unfit for work up to 90%. In addition, the former employer shall supplement the amount, consisting of the new employee's income, the benefits in the context of the ABP occupational disability pension and a possible allowance from an individual supplementary insurance, for occupational disability. This sum plus the supplement will constitute a maximum of 90% of the original monthly income of the former employee.

#### **Article 42 Expired**

#### **Article 43 Expenses for illness or occupational disability caused by an accident at work**

In case of illness or occupational disability that the employer has judged to have been predominantly caused by the nature of the work activities assigned or by the exceptional circumstances under which these had to be performed, and not to a significant degree due to the employee's intent or deliberate recklessness, the employee shall, at the discretion of the employer, receive a reimbursement of the necessary expenses incurred for medical treatment, to the extent these have not been reimbursed by the health insurer.

#### **Article 44 Repayment and reclamation**

- 1 The employer may fully or partially recover or deduct any undue or excess payments on the basis of these regulations from a future monthly income or allowance on the basis of these regulations, or set it off against benefits on the basis of the CAO WR, the Wageningen Research Foundation non-statutory unemployment regulations or allowances that, due to their nature, are equivalent to this;
  - a during a five-year period following the date of payment if the employer has made undue payments due to the fault of the employee, and;

- b during a two-year period following the date of payment in the other cases in which it should have been reasonably clear to the employee that the employer was making undue payments.
- 2 An advance will be refunded by the employee upon first request by the employer, or deducted by the employer from a future monthly income or allowance on the basis of these regulations, or set off against benefits on the basis of the CAO WR, the Wageningen Research Foundation unemployment regulations, or allowances that, due to their nature, are equivalent to this.

**Article 45 Inalienable right to monthly income or benefits**

- 1 Every monthly income or benefit paid out on the basis of these regulations, as well as any additions to these, is inalienable and not subject to pledging or lending.
- 2 An authorisation for the receipt of monthly incomes or benefits referred to in paragraph 1, as well as additions to these, irrelevant of how they are set out or called, is always revocable.
- 3 Any provision in conflict with paragraphs 1 or 2 shall be deemed void.

**Article 46 Reimbursement of lost wages**

In case of a cause of hindrance to the performance of his duties which involves claims against third parties, the employee is obligated to inform the employer of these circumstances as soon as possible and lend any and all cooperation requested of him in relation to the execution of this right to redress.

**Article 47 Entry into force and transition article**

- 1 These amended regulations go into force from 1 July 2019.
- 2 Article 7 paragraphs 1, 2 and 5 of the Implementation Regulations Illness and Occupational Disability as stated on 30 June 2016, remain applicable to the employee who on 30 June 2016 was unable to perform work activities due to illness, pregnancy or birth, if the illness-related incapacity, pregnancy or birth was uninterrupted until the end of the employment. Consecutive periods of illness with a recovery period of less than four weeks, count as a single uninterrupted period of illness.

## II Implementation Regulations on additional employment activities Wageningen University & Research

enacted by the Executive Board on 26 October 2017

*Taking into consideration that*

- *on the one hand, the paid and volunteer activities of staff on behalf of a party other than their own employer can provide a positive contribution to the implementation of tasks and the interests of Wageningen University & Research,*
- *on the other hand, it is desirable to establish a number of conditions for accepting and performing these additional employment activities,*

the Executive Board of Wageningen University and the Executive Board of the Wageningen Research Foundation have adopted the following regulations:

for Wageningen University (WU), these regulations are based on Article 1.14 of the CAO for Dutch universities (CAO NU) and are included as sectoral regulations in Appendix J.3 of the CAO NU; for Wageningen Research (WR) the regulations are based on Article 8.1 of the prevailing CAO for WR.

### Definitions

- 1 a *Employer:* Wageningen University (hereinafter referred to as: WU) or Wageningen Research (hereinafter referred to as: WR)  
b *Institution:* Wageningen University & Research (hereinafter referred to as WUR)
- 2 Additional employment activities: all activities performed by an employee outside their job and/or assigned task at WU or WR, regardless of
  - a the scope of employment (average workweek) at WU or WR
  - b the scope of their additional employment activities
  - c whether the employee concerned receives payment for the additional activities
  - d whether the activities take place outside or during working hours

PLEASE NOTE: Even if the main task of the employee concerned is elsewhere, it falls under the definition of 'additional employment activity'.

- 3 *Person concerned:* the person to whom this regulation applies. The activities of the person concerned can be scientific or supportive in nature. In the context of these regulations, the person concerned is
  - a an employee of WU or WR (employment in accordance with the respective CAOs)
  - b not an employee of WU or WR, but a person who holds a professorial appointment from the Executive Board (such as professor by special appointment).
  - c other persons whom the Executive Board has declared that they are subject to these regulations.

PLEASE NOTE: For the persons concerned referred to under b. and c. above, 'employer' means WU or WR.

- 4 *Side income:* remuneration received by the person concerned in exchange for the additional employment activities that have been performed. This also includes deferred income and financial interests.

### Reporting side activities

- 5 With the exception of the additional employment activities referred to in Article 6, the person concerned is obliged to report any additional employment activities in writing to the employer upon commencement of employment or prior to acceptance of new additional employment activities or changes in these activities.

- 6 The person concerned is not obliged to report additional employment activities that apparently have no relationship whatsoever to their regular employment activities, where it is evident that they cannot in damage the interests of WU or WR in any way, and
  - a which cannot compromise the complete job performance, and
  - b which are performed outside working hours, and
  - c for which no remuneration is received in any form whatsoever.
- 7 The person concerned who does not conduct any side activities as defined in this regulation or who conducts side activities that do not have to be reported, declares this upon entering into employment.
- 8 The person concerned who has a temporary employment contract with the employer of 6 months or less and who engages in additional employment activities that:
  - a cannot harm the scientific, organisational and/or business interests of WU and WR, and
  - b cannot impede proper and complete job performance at WU or WR and
  - c cannot be in conflict with the status of the institution and
  - d no conflict of interest with activities at WU or WR can occur as a result of these additional employment activities, is not obliged to report these activities, unless the employer makes different arrangements.

#### **Permission**

- 9 Additional employment activities that must be reported require permission from the employer.
- 10 Unless otherwise arranged, permission will be granted by the employer.
- 11 Permission will be granted for the additional employment activities unless the organisational interests of WUR can be damaged. Organisational interests in any case include the criteria mentioned in Article 12.
- 12 Permission will not be granted for conducting additional employment activities that:
  - a can harm the scientific, organisational and/or business interests of WU and WR, or;
  - b can obstruct the complete performance of their job duties at WU or WR, or;
  - c that can be in conflict with the status of the institution, or;
  - d whereby conflicts of interest (of the appearance of such conflicts) with educational and/or research activities are present.
- 13 The permission can be granted conditionally. Granting permission may be subject to the following conditions, among others:
  - a offsetting the ancillary income or a part thereof;
  - b reducing the working hours specified in the employment contract
  - c deducting hours of holiday leave;
  - d a specific period for which permission is granted;
  - e a payment to WU or WR if use is made in any way of facilities or capacity of WU or WR when the side activities are conducted,
- 14 Permission may be withdrawn if circumstances or insights change, or if the conditions for permission are violated.

#### **Procedure for reporting and registration**

- 15 In any case, the report must include the following:
  - a the nature of the additional employment activities to be performed;
  - b the organisation for which additional employment activities are conducted;
  - c the time requirement;
  - d whether ancillary income as referred to in Article 4 is received;
  - e that permission is granted for publication.

- 16 The employer keeps a record of reported additional employment activities for which permission has been granted. Registration will be available at all times for inspection by the employer and persons designated by them, and for the person concerned insofar as it concerns their own report. The register\* includes the nature of the additional employment activities and the organisation for which the additional employment activities are performed. The employer can grant an exemption in the case of significant interests that prevent the publication of the side activities, for example in the case of serious threats to privacy.
- 17 A list of additional employment activities for which permission has been granted is publicly accessible via We @ WUR; this list (as minimum) specifies the nature of the activities and the organisation for which they are conducted.

### **Decision-making**

- 18 Within 6 weeks after submission of the report, the employee receives a decision in writing.

### **Sanctions**

- 19 The person concerned may be subject to disciplinary measures or other sanctions if side activities are conducted without the required permission, if the person concerned does not comply with the conditions of the approval or if they do not comply with the other provisions.

### **Accountability**

- 20 In the P&D interview it is discussed and then decided whether the agreements on additional employment activities are up-to-date and comply, or require modification.
- 21 A report on the implementation of the additional employment activities regulations is part of the planning and control cycle to the Executive Board.

### **Procedure**

- 22 In addition to these regulations, the employer can establish a procedure or administrative rules for their implementation regarding permission (request and approval), reporting and publication of ancillary activities.

### **Formal title and entry into force**

- 23 These regulations are formally titled "Regulations on Additional Employment Activities Wageningen WUR" and went into effect on 1 October 2017. All previous regulations concerning Additional Employment are simultaneously declared null and void.

- register = registration via My HR

### **III Implementation Regulations Senior Staff Scheme WR 2005**

#### **Article 1 General provisions**

- 1 Parties have ascertained that there is a need for a senior staff scheme that is accessible for all employees when they reach a certain age. This scheme must make it possible to lighten the workload of older employees by shortening the regular workweek and in this way ensure that employees will continue to participate in the labour market as they age.
- 2 Expired
- 3 The Senior Staff Scheme WR 2005 comprises two components. These include:
  - a a period in which employees are entitled to a 4-day working week while retaining full-time employment and full salary and surrendering a number of employment conditions;
  - b expired
  - c expired
  - d the scheme ends when the statutory retirement age is reached.

#### **Article 2 Structure of the Senior Staff Scheme WR 2005**

- 1 Upon reaching the age of 59, a full-time employee has the right in accordance with the provisions in this article to a workweek of 4 days of 8 hours each, in which the full salary is retained, if:
  - the employee relinquishes their entitlement to personal leave during the ascertained period;
  - his right to holiday hours is reduced to 152 holiday hours per calendar year. The holiday rights are accumulated proportionally.
- 2 Expired
- 3 Expired
- 4 For employees who work less than full time, Article 1.6 of the CAO WR applies to the application of the senior staff scheme. As soon as the scheme leads to an actual availability of less than 3 days per week, the employer, if this is in the interest of job performance, may consult with the employee about determining compensation in free time on an annual basis instead of on a weekly basis.
- 5 Unless other agreements are made, extra income from labour or a business that is earned during the period referred to in paragraph 1, is set off against the salary.
- 6 In connection with paragraphs 1, timely agreements are made between employer and employee concerning proportional task reduction. These agreements are reconfirmed annually. The purpose of these agreements is that the deployment of the older employee should concentrate on the tasks he performs best, or for which he has the most value for the organisation.

#### **Article 3 Parties who are entitled to participate**

Employees born before 1 January 1955 and who have been in service with the employer since 1 January 2017 or before are entitled to use the Senior Staff Scheme.

## **IV Implementation Regulations on Relocation expenses Wageningen University & Research**

enacted by the Executive Board on 27 June 2006\*

Taking into account the provisions in Article 3.21 (from 1.1.2020: Article 3.20) paragraph 1 under a of the Collective Labour Agreement Dutch Universities and Article 7.3 of the CAO Wageningen Research Foundation, the Executive Board of Wageningen University and the Executive Board of the Wageningen Research Foundation enact the following regulations:

### **Article 1 General provisions**

- 1 Based on the provisions in these regulations, the employee is given a reimbursement for expenditures related to travel, relocation and board resulting from commencement of employment and/or travelling to the work address.
- 2 Should the employee already be entitled to other compensation for the expenses described in paragraph 1, only the amount in excess of this compensation will be reimbursed.

### **Article 2 Definitions**

For the purposes of these regulations, the subsequent terms are defined as follows:

- |   |                                       |   |
|---|---------------------------------------|---|
| A | home address:                         | the address where the employee lives, as defined in the applicable fiscal legislation   |
| B | work address:                         | the address where the employee has their workplace;   |
| C | employer:                             | the Executive Board of Wageningen University or the Wageningen Research Foundation;   |
| D | employee:                             | the person who is employed by Wageningen University or by the Wageningen Research Foundation, with the exception of student assistants;   |
| E | work location:                        | the location assigned by the employer where the employee generally performs their duties or from which they generally begin their duties;   |
| F | commuting distance from home to work: | the number of kilometres between the home address and work address and vice versa, via the usual route.   |
| G | own household:                        | the independent occupation of living space, with one's own furnishings, subject to the judgement of the employer;   |
| H | calculation basis:                    | twelve times the monthly remuneration including the holiday allowance (CAO-NU), or the employee's annual income (CAO-WR) at the time of calculation;  |
| I | time of calculation:                  | the date on which the employee relocates;<br><ol style="list-style-type: none"><li>1 if the employee relocates before the commencement date of employment, the date of commencement of employment shall be used;</li><li>2 in case of death or dismissal of the employee, the date on which the last monthly salary/income was paid will be used;</li></ol> |
| J | staff residence:                      | a residence provided by the employer that is compatible with the nature of the employee's duties.   |

### **Article 3 Entitlement to a relocation expenses allowance**

- 1
  - a The employee who has their own household and who is obligated to relocate, is entitled to an allowance for relocation expenses as referred to in Article 5 paragraph 1, if the employer has determined beforehand that the obligation to relocate has been satisfied by the planned relocation.
  - b The employee who does not have their own household but who has an obligation to relocate, has a right to a relocation expenses allowance as referred to in Article 5 paragraph 3, if the employer



- has determined beforehand that the obligation to relocate has been satisfied by completing the planned relocation.
- 2 The employee who relocates without being required to do so by the employer is given an allowance for relocation expenses as referred to in Article 5 paragraph 4 if he has relocated within 25 km of the work location and the distance between the previous residence and workplace was at least 50 km.
  - 3 The employee who has relocated due to commencement of employment and who resigns or is discharged within two years after relocation due to facts or conditions for which he is responsible and/or takes another job within two years for which he is required to relocate, is obligated to repay the allocated relocation expenses allowance in its entirety. The employee, who after terminating his employment again commences employment within two months with one of the employers referred to in Article 2c, is exempted from the repayment obligation.
  - 4 The employee who has relocated in accordance with the provisions in paragraph 2, is obligated to repay the allowance in full if he resigns within two years after relocation, or if he is discharged within two years of relocation due to facts or conditions for which he is responsible, or if he, while not being required to do so by the employer, relocates again within two years and thereby comes to reside at a distance of 25 km or more from the work location.
  - 5 A relocation expenses allowance will be only provided if the employee has declared the following in writing:
    - a that they are familiar with and accept the repayment obligation as referred to in paragraphs 3 and 4, and
    - b that they or any other family member has not already received a comparable relocation allowance and/or can claim such an allowance.
  - 6 The relocation expenses allowance as referred to in paragraph 1 above will not be provided if the relocation takes place two years or more after the obligation to relocate goes into force.
  - 7 The employer is entitled to set off the already granted allowance referred to in paragraph 1 and 2 against any remaining claims of the employee at the time of discharge.
  - 8 The allowance to the employee referred to in paragraphs 1 and 2 will be granted subject to the fiscal legislation applicable at that time.

#### **Article 4 Staff residence**

- 1 The employee who occupies or leaves a staff residence as ordered by the employer will be given a relocation expenses allowance in accordance with the provisions in Article 5 paragraph 1.
- 2 If the employee leaves a staff residence in connection with voluntary discharge, other than that related to pension and retirement and/or the discharge is the result of facts or circumstances for which the employee is responsible, no relocation expenses allowance will be provided.
- 3 If the employee vacates a staff residence in connection with his death, a relocation expenses allowance will be provided in accordance with the provisions in Article 5 paragraph 1.

#### **Article 5 Amount of the relocation expenses allowance**

- 1 The employer determines what is included in the relocation expenses allowance. The allowance comprises the following:
  - a the actual costs of transporting the baggage and household goods of the employee and their family members to the new residence, including the costs of packing and unpacking fragile items, or the actual costs for the rental and fuel for a suitable vehicle or vehicle and trailer, if the employee is managing their own relocation.
  - b an amount for unavoidable double accommodation costs for the duration of one month, up to the maximum referred to in the Appendix under point 2;
  - c an amount for all other costs resulting directly from relocation. If employee is relocating their own household on the day of relocation, this amount will be set to an allowance of 12% of the calculation basis, up to the maximum referred to in the appendix under point 3.
- 2 If the relocation concerns a family in which both spouses or partners are employed and where both are individually obligated to relocate, the allowance will be provided only once.
- 3 The employee referred to in Article 3 paragraph 1 sub b who, on the day of relocation, is not relocating his own household, will be provided with a relocation expenses allowance of 6% of the calculation basis, up to the maximum referred to in the appendix under point 4.

- 4 The employee referred to in Article 3 paragraph 2 will be provided with an allowance as referred to in the appendix under point 1, subject to relevant fiscal regulations.
- 5 The employee who relocates abroad or from abroad will receive a relocation expenses allowance in accordance with the arrangements made for civilian government staff in the Relocation Expenses Resolution 1989, except when the difference between the legal status of government civil servants and employees with a contract of employment according to civil law (Wageningen Research Foundation) otherwise ensues. In such a case, the parties to the Collective Labour Agreement will make additional agreements.

**Article 6 Right to a travel and board allowance for commuting**

- 1 The employee who has not yet fulfilled his obligation to relocate, has a right to an allowance for the costs of daily travel between the home address and the work address as referred to in Article 7.3, as long as he qualifies for a relocation expenses allowance.
- 2 The employee who is not subject to an obligation to relocate has a right to an allowance for the costs of daily travel between the home address and the work address as referred to in Article 7.1b.
- 3 The employee referred to in paragraph 1, who according to the employer is unable to commute daily is entitled to a compensation in the accommodation costs for a stay at a hotel or guest house in or near the work location as referred to in the Appendix under 5. In addition, this employee is entitled to reimbursement of the travel expenses for family visits to a maximum of once per week, or for the travel expenses to his place of residence. The demonstrable expenses incurred for travel by public transport (2nd class) to the place of residence are fully reimbursed. If the employee uses their own motor vehicle, the compensation is €0.10 per kilometre.  
If the employee, with permission of the employer, resides at a hotel or guest house outside the work location, they will also be given an allowance for the expenses of daily travel between this address and the work address, in accordance with the provisions in Article 7 paragraph 3.
- 4 If the employee referred to in paragraphs 1 and 3 above has not done everything reasonably expected in the judgment of the employer to relocate as quickly as possible, he will no longer qualify for the allowance as referred to in paragraphs 1 and 3.  
In any case, the allowance becomes void two years after the obligation to relocate has been imposed.
- 5 The employee who works at a salary scale with a lower maximum salary than salary scale 11 and who is required to work an irregular schedule by the employer during the weekend (from Friday 18:00 hrs to Monday 8:00 hours) and/or to work on-call shifts during other hours of work than which usually apply to him, can be granted a travel expenses allowance if, in the judgment of the employer, he must use his own vehicle (other than a bicycle). This allowance will be equal to the business travel allowance according to the Regulations for Business Travel Wageningen University & Research.

**Article 7 Amount of travel and board allowance for commuting**

- 1 a The travel expenses allowance is paid as a fixed monthly allowance;  
b The amount of the allowance is determined as follows:  
the commuting distance from home to work (no more than 30 kilometres one way) times €0.19, minus the employee's own contribution of 60%, times the number of travel days per year estimated by the tax department for a travel pattern of five days per week. With a travel pattern of fewer than five days per week, the allowance is determined proportionally.

- c In case of long-term absence, for example due to illness and/or leave (other than leave taken as part of the Life-cycle Savings Scheme) the allowance will be terminated after the calendar month following the current calendar month;
  - d If an employee relocates at their own initiative and the number of commuting kilometres increases, the allocated allowance will not be increased. In cases where relocation leads to a reduction in the number of commuting kilometres, the allowance will be modified accordingly;
  - e If the final allowance is €2.00 per month or less, the allowance will not be paid.
- 2 The employer may determine that the work address assigned to the employee cannot be reached by public transport, whether or not this is due to the assigned hours of work. As an exception to the provisions in paragraph 1b above, the allowance is then determined as follows: the commuting distance from home to work (no more than 30 kilometres one way) times €0.19, minus the employee's own contribution of 20%, times the number of travel days per year estimated by the tax department for a travel pattern of five days per week.  
With a travel pattern of fewer than five days per week, the allowance is determined proportionally.
- 3 As an exception to the provisions in paragraph 1b above, the allowance for an employee with an obligation to relocate is determined as follows:  
the commuting distance from home to work (no more than 80 kilometres one way) times €0.19, minus the employee's own contribution of 20%, times the number of travel days per year estimated by the tax department for a travel pattern of five days per week.  
With a travel pattern of fewer than five days per week, the allowance is determined proportionally.  
If the commuting distance from home to work is greater than or equal to 75 kilometres one way, the allowance is calculated and paid monthly on an invoice basis according to the actual commuting distance.
- 4 The allowance referred to in paragraph 3 is allocated for a maximum of two years.
- 5 If all or part of the allowance that is provided in accordance with these Implementation Regulations is classified as salary according to the provisions in the Wages and Salaries Tax Act 1964 (Stb. 521), the resulting income tax on this salary will be for the account of the employee.
- 6 The employer can establish additional regulations with respect to the administrative procedures to be followed.

#### **Article 8 Final provisions**

In cases unforeseen by these regulations or which result in an unreasonable or unfair outcome for the employee, the employer may supplement or deviate from these regulations.

#### **Article 9 Formal title of regulations and date of enactment**

These regulations are formally titled the "Regulations for Relocation Expenses Wageningen University & Research" and go effect on 1 July 2006; all previous regulations concerning relocation expenses are simultaneously declared null and void \*and have been amended as of 1 July 2019.

#### **APPENDIX**

The amounts referred to in the Regulations for Relocation Expenses Wageningen UR are determined as follows:

- 1 The relocation expenses allowance, as referred to in Article 5 paragraph 4, is set at €1500.
- 2 The amount for unavoidable double accommodation costs, as referred to in Article 5 paragraph 1 under b, is set at a maximum of €300 per month (maximum of 4 months).
- 3 The amount for any other expenses directly resulting from the relocation, as referred to in Article 5 paragraph 1 under c, has been set at maximum of €5850.
- 4 The relocation expenses allowance, as referred to in Article 5 paragraph 3, is set at 6% of the calculation basis to a maximum of €2925.
- 5 The relocation expenses allowance, as referred to in Article 6 paragraph 3, is set at 90% of the actually incurred expenses, if reasonable.

## **V Implementation Regulations on Business trips Wageningen University & Research**

Enacted by the Executive Board on 11 August 2003\*

Taking into account the provisions in Article 3.21 (from 1.1.2020: Article 3.20) paragraph 1 under b of the CAO for Dutch Universities and Article 7.4 of the CAO of the Wageningen Research Foundation, the Executive Board of Wageningen University and the Executive Board of the Wageningen Research Foundation enact the following regulations:

### **Article 1 General provisions**

- 1 Based on the provisions in these regulations, reimbursement is provided for business travel and lodging expenses in relation to business travel.
- 2 Business trips that begin in the Netherlands and the part of the trip outside the Netherlands is limited, or for which international border crossings do not necessarily lead to expenditures for meals or lodging abroad, are classified as domestic business trips.
- 3 If remuneration is received from third parties for the expenditures referred to in the first paragraph, this remuneration is deducted from the one that is provided pursuant to these regulations. However, an individual to whom the Commission of European Community common travel and lodging reimbursement regulations applies does not qualify for reimbursements pursuant to these regulations.

### **Article 2 Definitions**

- a Employer:
  - Wageningen University (WU) or
  - Wageningen Research Foundation;
- b employee:
  - the person who is employed by Wageningen University;
  - the person who is employed by Wageningen Research Foundation;
- c home address: the address where the employee lives, as defined in the fiscal regulations;
- d work address: the address where the employee has their workplace, as defined in the fiscal regulations;
- e place of residence: the municipality where the employee is registered with the Registry Office;
- f work location: the municipality where the employee works according to the employer's instructions or from which the employee usually begins their work;
- g business trip: any travel of the employee which, in the judgement of the employer, is necessary to perform their duties outside the work location, as well as the corresponding stay outside this work location. For Lelystad, travel within the work location is also considered to be business travel;
- h mission: part of a business trip abroad taken by an expert in the context of developmental cooperation, to implement projects in non-urban areas of countries that are classified as development cooperation regions by the tax department, for a period of at least 7 days and no more than 6 months (this does not apply to conferences, lectures, courses and/or discussions with governments or national/international organisations).
- i secondment: a relocation of an employee that is necessary in the judgement of the employer for the purpose of performing their job outside the Netherlands for a longer period of time, at least 6 months, as well as the corresponding stay outside the Netherlands.

### **Article 3 Liability**

Use of the employee's own vehicle as part of business travel takes place entirely at the cost and risk of the owner, regardless of whether or not its use has taken place with the permission of the employer. The employer is not liable for damages regardless how they are caused that are caused to or by the employee's own vehicle, due to any cause whatsoever. The employee is required to have the necessary insurance related to the use of his own vehicle.

Without prejudice to the provisions in the previous sentence, if the employee uses his own vehicle with

permission given beforehand by the employer, the costs of insurance are assumed to be included in the reimbursement for the use of the vehicle.

#### **Article 4 Declaration of expenses**

- 1 For the purpose of preparing a declaration of travel expenses, a pre-printed form provided by the employer will be used.
- 2 The declaration of expenses for a business trip that is completed in one calendar month is summarised on a single form, which then must be submitted no more than three months after the business trip has been completed.
- 3 The declared amounts on the form concern receipts that must be presented with the declaration of expenses.
- 4 The declaration of expenses must be approved and signed by the employer.
- 5 If the submitted declaration of expenses does not comply with the provisions in or based upon these regulations, the declaration of expenses will be amended by the employer and the amount of the reimbursement will be determined accordingly.
- 6 At the request of the employee, an advance payment can be provided for the expected travel and lodging expenses.

#### **Article 5 Other provisions**

- 1 The amounts referred to in these regulations, subject to relevant fiscal regulations, are tax-free. As a rule, higher remuneration of travel and lodging costs is considered to be part of your taxable salary. If a reimbursement or part of a reimbursement is attributed to the salary, the corresponding income tax will be charged to the employee.
- 2 Parking, toll, ferry and storage expenses not included in the kilometre reimbursement specified in these regulations and are reimbursed separately.
- 3 The amounts in these regulations will be modified annually, following consultation with the Consultative Body for Wageningen University Staff Members and the Periodic Consultation of Wageningen Research Foundation.
- 4 In cases unforeseen by these regulations or which result in an unreasonable or unfair outcome for the employee, the employer may supplement or deviate from these regulations.

### **I BUSINESS TRAVEL WITHIN THE NETHERLANDS**

#### **Article 6 Beginning and end of the business trip**

- 1 A business trip begins at the time the employee leaves his work address or home address and ends when he returns to this address.
- 2 Without prejudice to the provisions in Article 2g, travel between the home address and the work location does not qualify as business travel if a travel allowance for commuting from home to work has been allocated, or if claims can be made on a different basis.

#### **Article 7 Method of transport**

- 1 In principle, business travel takes place with public transport, unless the destination is not reasonably accessible by public transport and/or the travel time with public transport is more than twice that of travel time with the employee's own vehicle.
- 2 If it is more efficient – for the reasons cited in paragraph 1 above or for other reasons – to not use public transport, with advance permission from the employer the employee can use their own means of transport or an automobile supplied or rented by the employer.
- 3 If train transport is used during a business trip, the employee may travel first class, with the right to use a train-taxi or rental bicycle for travel to and from the train station.

#### **Article 8 Reimbursement of travel expenses**

- 1 The demonstrable travel expenses incurred during the use of public transport are reimbursed in their entirety (including train-taxi or rental bicycle).

- 2 For business travel with one's own vehicle, a reimbursement of €0.32 per kilometre applies. If the use of one's own vehicle for travel between the employee's home address and work location is necessary for the efficient completion of a business trip, a kilometre reimbursement can be allocated that is equal to the kilometre reimbursement that applies to the business trip. However, this amount will be reduced by the reimbursement for commuting expenses which is received for these kilometres, if the business trip begins and/or ends at the home address.
- 3 The number of kilometres is calculated based on the route planner used by the employer; in this system, the most customary route is chosen.
- 4 From 1 July 2010, a kilometre reimbursement of €0.35 per kilometre applies exclusively and expressly to individual WR employees who are dependent on their own means of transport and unable to use public transport, a lease car or a company car. Prior written permission from the manager is required.

#### **Article 9 Reimbursement of lodging expenses**

- 1 The reimbursement of lodging expenses which may be claimed comprises the following:
  - a the actual expenses up to a maximum of €10.13, if this concerns the cost of a breakfast in a facility intended for this purpose (breakfast component);
  - b the actual expenses to a maximum of €9.16, if this is concerns the cost of a lunch in a facility intended for this purpose (lunch component);
  - c the actual expenses up to a maximum of €22.99, if this concerns the cost of a dinner in a facility intended for this purpose (dinner component);
  - d the actual expenses up to a maximum of €102.59, if this concerns the cost of an overnight stay in a facility intended for this purpose (lodging component).
- 2 To reimburse minor expenses:
  - a a claim can be made for reimbursement of the actual minor expenses incurred during the day with a maximum of €4.52 (day component);
  - b a claim can be made for reimbursement of the actual minor expenses incurred during the evening with a maximum of €9.05 (evening component).
- 3 Reimbursement of the lodging costs referred to in the first and second paragraphs is subject to the following conditions:
  - a the evening component is granted only when an overnight stay falls within the business trip;
  - b the breakfast component is granted only when an overnight stay falls within the business trip;
  - c the lunch component is granted only when the hours between 12:00 and 14:00 fall entirely within the business trip;
  - d the dinner component is granted only when the hours between 18:00 and 20:00 fall entirely within the business trip;

## **II BUSINESS TRAVEL ABROAD**

#### **Article 10 Starting and ending points of the business trip abroad**

The starting point and ending point of a business trip abroad are determined by the employer.

#### **Article 11 Reimbursement of travel expenses abroad**

- 1 For business travel with one's own vehicle, a reimbursement of €0.32 per kilometre will be provided if permission is given beforehand by the employer.
- 2 Demonstrable travel expenses resulting from the use of public transport or the use of another form of transport approved by the employer (airplane, boat, rental car or taxi) will be reimbursed if their entirety.
- 3 Regarding a part of the business trip that takes place within the Netherlands and that links up with a part of the trip via public transport, airplane or boat, Articles 6, 7 and 8 of these regulations apply.
- 4 Air travel is reimbursed based on the cost of economy class tickets.
- 5 The following expenses are also reimbursed as travel expenses:

- a costs of transport to the station, harbour or airport, from arrival at the destination on the outbound trip and the return trip;
- b costs for airport fees;
- c costs for a porter;
- d costs for excess luggage to a maximum of 20 kg of accompanied luggage or the equivalent cost for shipping unaccompanied luggage during the outbound and return trip, but only if, in the judgement of the employer, taking business goods is essential to carry out the business activities.

#### **Article 12 Reimbursement of accommodation expenses abroad**

- 1 The reimbursement of accommodation expenses that can be claimed comprises the actual costs for accommodation, breakfast, lunch, dinner and minor expenses to a maximum in the UN-DSA rate list drawn up by the Ministry of the Interior. The reimbursement comprises the following:
  - a reimbursement for minor expenses amounting to 1.5% of the amount for other expenses, for every hour that the business trip lasts;
  - b a reimbursement for the actual accommodation expenses, with a maximum per night of the amount on the rate list; if proof of accommodation expenses from a hotel or similar facility cannot be presented, a reimbursement of €11.34 per overnight stay, up to a maximum of four overnight stays per business trip;
  - c a breakfast reimbursement of a maximum of 12% of the amount for other costs, as found in the rates list, for every period from 6:00 to 8:00 that falls within the business trip;
  - d a lunch reimbursement of 20% of the amount for other costs, as found in the rates list, for every period from 12:00 to 14:00 that falls within the business trip;
  - e a dinner reimbursement of 32% of the amount for other costs, as found in the rates list, for every period from 18:00 to 21:00 that falls within the business trip;
- 2 The reimbursements referred to in the first paragraph under c, d, and e can be claimed only for the costs incurred for a breakfast, lunch or dinner at a restaurant or similar establishment.
- 3 If proof of payment for the cost of accommodation and breakfast is presented which does not specify which part of the costs are for accommodation and which part for breakfast, the expense will be reimbursed to the extent the sum of the reimbursements referred to in the first paragraph under b and c.
- 4 No claim for reimbursement of accommodation expenses can be made for:
  - a for a business trip of less than four hours;
  - b a portion of a business trip in the Netherlands shorter than four hours that connects to a business trip or portion of a business trip by boat or airplane, with the exception of flights within Europe;
  - c a portion of a business trip by airplane, with the exception of flights within Europe;
- 5 The employer may ascertain a lower reimbursement for accommodation costs than the reimbursement that is ascertained in accordance with the rates list referred to in the first paragraph above if frequent business trips are made and the nature of the employee's activities justifies this in the judgement of the employer.

#### **Article 13 Accommodation expenses during a long stay abroad**

- 1 If the employee is on a business trip that lasts longer than 60 days due to temporary activities being conducted from a single location abroad, the reimbursement of accommodation expenses related to the temporary residence in or near this location – up to the start of the 61st day (or before, if the employer believes there is a reason for this) – comprises the following:
  - a 50% of the reimbursements referred to in Article 12 paragraph 1 under a, c, d, and e for minor expenses, breakfast, lunch and dinner;
  - b a reimbursement of the actually incurred accommodation costs up to the amount of the accommodation component referred to in Article 12 paragraph 1 under b.

#### **Article 14 Additional expenses**

The expenses incurred as part of a business trip for local and international business telephone calls, as

well as expenses incurred for visas, vaccinations, courses, representation and conference registration, which the employer deems to be essential, will be fully reimbursed in accordance with presented proof of payment.

**Article 15      Clothing expenses**

If climatological or other special conditions in a country visited as part of a business trip justify this, the employer may provide an allowance for demonstrable expenses for special clothing or equipment that the employer believes are essential. For each calendar year, this allowance must be no more than €453.78, of which 50% is for regions with tropical heat and 50% for regions with arctic cold.

**Article 16      Illness, accidents, loss, theft or damage to luggage**

- 1 If the employee demonstrates that he incurred expenses as a result of illness or accident that are not covered by his health insurance, these expenses can be claimed against the employer's travel accident and luggage insurance.
- 2 If the employee concerned demonstrates that he has incurred expenses resulting from loss, theft or damage to luggage that was required for the business trip, the employer can provide a reimbursement up to a maximum of €2268.90 per business trip.

**III      MISSION**

Supplementary to the provisions under II (Business travel abroad), the following provisions apply during missions as referred to in Article 2 paragraph h.

**Article 17      Accommodation expenses**

During a mission, Article 13, 'Accommodation expenses during a long stay abroad', does not apply.

**Article 18      Daily reimbursement**

The reimbursement of accommodation expenses that can be claimed comprises the actual costs for accommodation, breakfast, lunch, dinner and minor expenses based on the UN-DSA rates list drawn up by the Ministry of the Interior (Article 12). The demonstrable costs for accommodation and the standard norm for the other costs from the UN-DSA rates list will be reimbursed, subject to relevant fiscal regulations. The standard reimbursement applies only to that portion of the business trip that can be defined as a mission.

**Article 19      Extra compensation hours**

- 1 During a business trip abroad as part of a mission, the employee has a right to compensatory leave of 8 hours per week, with a maximum of 24 hours of leave. This compensatory leave must be taken immediately preceding the departure from the Netherlands and/or immediately after returning to the Netherlands. If this is not possible due to the employee's activities, the leave must be taken within four weeks after returning from the mission.
- 2 No extra compensatory leave will be provided for Dutch national holidays. It is assumed that the employee will take these holidays in the project country.
- 3 Reimbursements, supplements and compensatory leave will not be provided for days of leave which are taken during, preceding or following the mission in the project country.

**Article 20      Home visits during business trips**

- 1 During a business trip of 60 days or longer, the employer can give the employee permission to make one or more short visits to his home address. The travel expenses incurred for such a visit, proven with proof of payment, will be reimbursed in agreement with the employer only if public transport, air travel or boat travel are used, according to the rate for the lowest class. The provisions in Article 11 paragraph 5 also apply.
- 2 During travel for a home visit, no claim for reimbursement can be made for accommodation expenses, with the exception of those parts of the trip that are related to travelling the route from temporary residence to home address.



## **IV SECONDMENT**

For postings for longer periods as referred to in Article 2 paragraph 1 the following provisions apply.

### **Article 21**

- 1 The starting point is that Wageningen University & Research benefits from this posting of the employee abroad for a longer period. In a situation where the employer believes the benefits for Wageningen University & Research are less pronounced, this may impact the facilities granted.
- 2 Before the employer can make a decision on the posting (dispatch moment), both the employee and the employer must have sufficient insight into the conditions, the facilities granted and the (additional) costs that such a posting will entail; the definitive decision on the posting will be made by the Managing Director (or Director of Operations).
- 3 This posting or secondment agreement in any case shall include agreements regarding:
  - work activities to be carried out
  - wage agreements on the basis of a home net settlement system
  - Cost of living allowance
  - a compensation of the costs related to the secondment
  - return to the work flow after the secondment
  - annual P&D interviews
  - method for reporting illness
- 4 For a posting of more than 12 months, facilities are also offered for the employee's family members (including children up to 18 years).
- 5 In any case, during secondment to high-risk areas, a contingency protocol will be prepared; the posted employee is also given the opportunity to take a safety and security course.
- 6 The posting will be for a maximum of 5 years.

## **V HIGH-RISK AREAS**

- 1 For both short and long business trips in high-risk areas, this is only possible if this is absolutely necessary and the employer has given permission in advance. The employee always has the right to turn down the posting.
- 2 In the case of a planned trip through a high-risk area, a detailed travel plan must be submitted to the employer in advance and this must also be updated after obtaining permission for the trip, so that the employer is always informed of the current place of residence and of the employee's travel.
- 3 A calamity protocol is also drawn up.
- 4 The employee must know in advance whom they can contact if necessary and have telephone numbers or other direct contact details of at least the nearest Dutch embassy or consulate, a nearby hospital and the contact person in case of calamities at Wageningen University & Research.
- 5 The employee may be required to follow a safety and security course prior to the trip.

### **Article 22 Formal title of regulations and date of enactment**

These regulations are formally titled the "Regulations for Business Travel Wageningen University & Research" and were amended as of 1 July 2019\*; all previous regulations concerning business travel are simultaneously declared null and void.

## **VI Implementation Regulations Parental Leave on partial pay**

### **Article 1 Relationship in family law**

- 1 The employee who has a parental relationship with a child is entitled to parental leave. If a parental relationship with more than one child takes effect from the same date, the employee is entitled to parental leave on partial pay for each child.
- 2 An employee who is registered in the municipal personal record as living at the same address as a child, and who has cared for and educated that child as his own on a long-term basis, is entitled to parental leave. If the employee has taken responsibility for caring for and educating more than one child, with a view to adopting, and this took effect from the same date, he is entitled to parental leave on partial pay for each child. In all other cases where a parental relationship with more than one child takes effect from the same date, the employee is entitled to only one period of leave.

### **Article 2 Scope, duration and specification of the leave**

- 1 For a period not exceeding 26 times the working hours per week, the employee is entitled to parental leave, of which a maximum of 13 times the working hours per week are on partial pay.
- 2 The leave shall be taken weekly during a consecutive period not exceeding 12 months.
- 3 The maximum number of hours of leave per week is 50% of the weekly working hours.
- 4 Contrary to the provisions in the second and third paragraphs, the employee may request the employer to grant:
  - a leave for a period longer than 12 months, or;
  - b to divide the leave into a maximum of 6 periods of at least one month each, or;
  - c to allow the leave taken per week to exceed half of the weekly working hours.
- 5 The employer can postpone or, in exceptional cases, refuse the leave requested by the employee referred to in paragraph 4 if there are compelling business or departmental reasons for doing so.

### **Article 3 Entitlement to leave**

- 1 An employee who has been employed for at least one year is entitled to (partially paid) leave.
- 2 The leave entitlement lapses on the child's eighth birthday.
- 3 An employee who works outside of the Netherlands is entitled to partially paid leave, unless compelling business or departmental reasons dictate otherwise.
- 4 An employee who has already taken parental leave to care for a child while working for another employer is not entitled to parental leave to care for the same child.

### **Article 4 Requesting leave**

- 1 The employee shall inform the employer in writing of the intention to take leave at least two months prior to the starting date of the leave, stating:
  - a the period of the leave;
  - b the number of weekly leave hours;
  - c the distribution of leave hours throughout the week.
- 2 The start and end dates of the leave can be made contingent on the date of birth, the date of maternity leave or the start of the care.
- 3 The employer can change the distribution of leave hours throughout the week on the grounds of compelling business or departmental reasons up to four weeks prior to the starting date of the leave and after discussing this with the employee.
- 4 In the event that the leave is divided into periods on the grounds of Article 2 paragraph 4 under a, the first three paragraphs of this Article shall apply to each period.

### **Article 5 Financial consequences**

- 1 The employee shall retain 62.5% of his monthly income over the first period not exceeding 13 times the hours of work per week.
- 2 There shall be no accumulation of holiday hours over the hours of the parental leave.

- 3 Any commuting allowance shall be adjusted proportional to the actual working days.
- 4 During illness or disability, the parental leave shall not be suspended and the pay over the hours of leave referred to in paragraph 1 shall remain at 62.5% of the monthly income.
- 5 However, such a suspension does take place during pregnancy, maternity and adoption leave.
- 6 In the event the employee hands in his notice within six months of the end of the parental leave on partial pay, or his employment is terminated due to circumstances attributable to him, he shall be obligated to repay the partial monthly income.
- 7 Pension premium payments shall continue in full during the parental leave with partial pay, subject to the regular apportionment of the pension contribution costs between employer and employee. During the unpaid period both the employer's portion and employee's portion of the pension premiums are at the expense of the employee.

**Article 6 Cancellation or change**

- 1 The employer can refuse a request made by the employee to not take or not continue the leave on the grounds of unforeseen circumstances if there are compelling business or departmental reasons for doing so.
- 2 The employer is not required to follow up on the request until four weeks prior to the starting date of the leave. In the case where, pursuant to Article 1, the leave is not continued once it has begun, the entitlement to the remaining portion shall lapse.
- 3 In the event the leave is divided into periods on the grounds of Article 2, paragraph 4 under b, the first and second paragraphs of this Article shall apply to each period.

**Article 7 Hardship clause**

In the event these regulations do not make provision for certain situations, or results in clearly unreasonable situations, the employer can come to a special arrangement with the employee.

# **OTHER REGULATIONS**

# Regulations Complaints procedure undesirable behaviour Wageningen University & Research

## Preamble

As a starting point for Wageningen University & Research, the Executive Board expects that all individuals directly or indirectly working or studying at WUR, such as employees, PhD candidates, students, etc., must engage with each other in an honest, respectful manner, so that everyone is able to work or study in a safe social environment. The basic norms and values applicable to desirable behaviour are: respect, integrity, honesty and safety.

The Executive Board upholds a preventative policy aimed at preventing and combating undesirable behaviour, particularly harassment (including sexual harassment), aggression, violence, discrimination and bullying, both in the workplace and the study environment.

These basic principles, and the Regulations Complaints procedure undesirable behaviour based on them, are an elaboration of the general provisions in the CAO WR and CAO NU (Collective Labour Agreement for Dutch Universities); given the special nature of the complaints regulations, these have been supplemented where required. The legal basis of these regulations is the Working Conditions Act (ARBO) and the Equal Treatment Act (AWBG).

A complaint about undesirable behaviour is handled carefully and under strict confidentiality. The Executive Board believes that it is preferable that a complaint is resolved, to the satisfaction of the complainant, through an informal process and in consultation with the parties directly involved. To ensure this process runs smoothly the Executive Board has appointed a confidential counsellor for each organisational division to whom the complainant can turn.

Should this informal process fail lead to the desired solution or should the complainant for any reason not wish to use the informal process, he is entitled to use the formal complaint procedure as established in these regulations. Nevertheless, prior to presenting the complaint for consultation to the external Complaints Committee, the Executive Board may express the desire to resolve the complaint through the informal process after all. In doing so, the Executive Board will not make any statements on the content of the complaint.

## Article 1 Definitions

In these complaints regulations based on the CAO NU and CAO WR, the following definitions apply:

### 1.1 Organisation:

Wageningen University & Research, i.e. Wageningen University and Wageningen Research (Foundation and subsidiaries).

### 1.2 Executive Board:

Executive Board of Wageningen University and Executive Board of Wageningen Research Foundation.

### 1.3 Complaint:

A complaint is a statement by an employee, PhD candidate or student regarding undesirable behaviour he has been subjected to.

### 1.4 Employees, PhD candidates, students, etc.:

Employees are defined as all individuals who perform work activities within the organisation, whether or not through an employment contract. Wageningen University PhD candidates are defined as all PhD candidates who perform work activities within the organisation, whether or not through an employment contract. Students are understood to mean all individuals who follow a study programme at the organisation. In addition, former employees, former PhD candidates and former students who were employed by or conducted their PhD research at the organisation or studied at the organisation up to a maximum period of three years ago are entitled to invoke this complaints procedure.

- The term employee/work environment is also used to mean student/study environment.
- The term he is also used to mean she.

- The term individual is also used to mean employee/PhD candidate/student.

**1.5 Complainant:**

The employee, PhD candidate or student who entrusts the confidential counsellor with his complaint, or submits a complaint about undesirable behaviour via the complaints officer.

**1.6 Defendant:**

The employee, PhD candidate or student against whom the complaint is directed.

**1.7 Undesirable behaviour:**

In these complaints regulations, undesirable behaviour is defined as: sexual harassment, harassment, discrimination, aggression, violence and bullying in the workplace or study situation.

**1.8 Sexual harassment:**

Unwanted sexual advances, requests for sexual favours or any other verbal, non-verbal or physical behaviour that also involve one of the following points:

- submission to such behaviour is explicitly or implicitly used as condition for employing an individual;
- submission to or rejection of such behaviour by a person is used as a basis for decisions that affect this individual's work;
- such behaviour intends to impact the performance of an individual and/or create an intimidating, hostile or unpleasant work environment;
- such behaviour results in the performance of an individual to be impacted and/or creates an intimidating, hostile or unpleasant work environment;

**1.9 Intimidation:**

Undesirable behaviour, aimed at or resulting in the violation of the dignity of an individual and creating a threatening, hostile, insulting, humiliating or hurtful environment.

**1.10 Discrimination:**

Discrimination involves making an unlawful distinction between groups of individuals in regards to religion, conviction, sexual orientation, race, sex, political persuasion, (physical) disability, skin colour or appearance, or anything else referred to in Article 1 of the Constitution.

**1.11 Aggression and violence:**

Aggression and violence involve incidences in which a person is psychologically or physically harassed, intimidated, threatened or attacked under circumstances directly related to working or studying at the organisation. Aggression and violence include taunting, cursing, throwing objects and hitting.

**1.12 Bullying:**

Bullying involves systematic hindering, harassing, or causing a physical or mental discomfort, focused on the same individual and often over a prolonged period. Bullying within the organisation includes the systematic inflicting of mental, physical or sexual discomfort by one person or a group of persons as a result of which the complainant is unable to function optimally within the organisation. Examples include social isolation, making work unpleasant or impossible for the individual, mocking, gossiping, and threatening.

**1.13 Confidential counsellor:**

The independent officer appointed by the Executive Board to whom the complainant can turn to with a complaint relating to undesirable behaviour.

**1.14 External Complaints Committee:**

The external Complaints Committee established by the Executive Board to advise the Executive Board on the submitted complaint(s).

**1.15 Mediator:**

A mediator is the individual accepted by the complainant and defendant to seek a solution.

**1.16 Complaints officer:**

The employee appointed by the Executive Board to whom the complaint can be submitted and who is charged with providing administrative support in the handling of the complaint. This complaints officer is the contact person both for the Executive Board and the external Complaints Committee. The complaints officer is also charged with the task of ensuring the complaints procedure is upheld. The position of complaints officer is incompatible with the role

of confidential counsellor.

**1.17 Disadvantaging:**

It is forbidden to disadvantage people an individual on the fact that they have utilised the complaints procedure, have provided relevant assistance or have been heard as a witness.

**Article 2 The confidential counsellor**

2.1 On the recommendation of local management councils, the Executive Board appoints confidential counsellors, one for students of Wageningen University and one for employees (including PhD candidates), preferably one per organisational unit, taking into account the organisation's locations.

2.2 The confidential counsellor has the following tasks:

- Acting as the point of contact for employees/PhD candidates/students confronted with undesirable behaviour;
- Receiving complaints, supporting and if necessary referring employees/PhD candidates/students to specialists;
- Informing the complainant about the complaints procedure described here and the consequences linked to it, before any relevant steps are taken;
- Advising the complainant about any steps to be taken;
- Counselling and supporting employees/PhD candidates/students who are considering submitting a complaint to the Executive Board;
- At the request of the complainant, finding a mediator;
- At the request of the complainant, taking steps aimed at finding a solution;
- Providing the Executive Board and other relevant organisational units with solicited and unsolicited advice in the area of prevention of and combating undesirable behaviour including advice on the general policy of the organisation to combat undesirable behaviour.
- Annually issuing an anonymised report to the Executive Board about the number of complaints and the nature of these complaints.
- At the request of the complainant, appearing before the Complaints Committee on behalf of the complainant if he is unable to attend.

2.3 The confidential counsellor always has the following prerogatives:

The confidential counsellor is authorised to request access to all relevant staff-related information. If this concerns sensitive information about an employee, this is done in consultation with the HR Manager of the organisational division in question. If this concerns sensitive information about a student, this is done in consultation with the head of the Student Services Centre.

Insofar as exercising his function is concerned, the confidential counsellor is entitled to consult internal and external experts at his own initiative.

The confidential counsellor has access to all organisational units and is allowed to talk to all employees.

The confidential counsellor is authorised to bring a matter to the attention of the Executive Board provided the confidential counsellor receives one or more complaints, which the complainant for some reason has not or does not wish to present to the Complaints Committee. The confidential counsellor shall consult on this in advance with the Director of Corporate HR, the director of the Wageningen Graduate School involved and/or the Director of Education & Student Affairs (ESA), to the degree to which the case affects the interests of employees, PhD candidates and/or students.

2.4 In the execution of their duties, the confidential counsellor does not take any actions relating to an individual case without the permission of the complainant.

The confidential counsellor may refuse to handle a complaint on the following grounds:

- Conflict of interest;
- Personal and/or factual circumstances;
- If the complaint is not directly related to the undesirable behaviour as referred to in this procedure;

- If this situation occurs, the confidential counsellor will refer the complainant to a different confidential counsellor or body that will be able to properly handle the complaint.
- 2.6 For the execution of their tasks, the confidential counsellor only renders their account to the Executive Board, in which context the obligation to observe confidentiality is respected regarding information the confidential counsellor has divulged.
- 2.7 Confidential counsellors may not be disadvantaged within the organisation on account of their handling of a complaint pursuant to their function as confidential counsellor. For this reason, confidential counsellors enjoy similar protection against dismissal as members of participational bodies.
- 2.8 The Executive Board offers the confidential counsellor the facilities required for the performance of their tasks.

### **Article 3: The Complaints Committee**

- 3.1 If the employee or PhD candidate or student submits a complaint concerning undesirable behaviour, the complaint will be directly submitted to the human resource portfolio holder of the Executive Board via the complaints officer. The human resource portfolio holder will then present the complaint to an independent external Complaints Committee (hereinafter referred to as the Complaints Committee) for advice, unless he sees a possibility to reach a solution through the (initial) informal procedure.
- 3.2 The Complaints Committee is charged with three tasks, namely:
  - Rendering a decision on the admissibility of the complaint;
  - Investigating the complaint(s) on undesirable behaviour;
  - Issuing a recommendation to the Executive Board regarding the complaint(s).
- 3.3 The composition of the external Complaints Committee is as follows: the committee consists of at least two members and a chairperson or vice chairperson and should possess sufficient legal expertise and expertise on undesirable behaviour. The Complaints Committee is supported by a secretary appointed in consultation with the Executive Board, who is not a member of the Complaints Committee. The members of the committee may have no direct or indirect links to people at Wageningen University & Research.
- 3.4 The complaints officer issues an annual report to the Executive Board about the number of complaints, the nature of cases handled, and the recommendations to the Executive Board. These reports have been anonymised. The Executive Board will bring this report to the knowledge of the confidential counsellors and the participational bodies.

### **Article 4 Complaints procedure**

- 4.1. The complainant must submit a complaint about undesirable behaviour to the Executive Board in writing via the complaints officer. If there are multiple complainants against the same defendant, each individual complainant must submit a complaint letter. The complaint must at least contain:
  - a A description of the complaint;
  - b The name(s) of the defendant(s);
  - c A description of the steps already taken by the complainant.The external committee has the option of bundling individual complaints in relation to the same case and deal with and judge them collectively.  
If the complaint has been lodged against or by a member of the Executive Board, "Executive Board" in this procedure should be read as "Supervisory Board".
- 4.2 The complaints officer will ensure that, in consultation with the Executive Board, an external Complaints Committee is appointed and will send the complainant a confirmation of receipt and a copy of the complaint regulations.
- 4.3 A complaint can be submitted within three years from the time at which the undesirable behaviour occurred.
- 4.4 A complaint is not admissible in any case if:
  - a The complaint is not in relation to undesirable behaviour as referred to in these regulations;



- b The period for submitting a complaint has expired;
  - c The complaint has been submitted anonymously;
  - d The complaint has already been handled by the committee, unless new facts and/or circumstances are involved;
  - e A legal procedure is ongoing or has been completed regarding the complaint.
- 4.5 The Complaints Committee is entitled to information from the Executive Board if it deems this necessary for the performance of its duties. Furthermore, the committee is authorised, whether or not at the request of the complainant or defendant, to hear other individuals/witnesses (internally or externally) or consult with experts (internally or externally).
- 4.6 The Complaints Committee will hear the complainant and defendant within 15 working days after receiving the complaint. Along with the invitation for the hearing, the defendant will also receive a copy of the complaint and any other relevant documents submitted by the complainant.
- 4.7 The complainant and defendant may receive counselling from the confidential counsellor during the complaint procedure and/or someone else from within or outside the organisation.
- 4.8 If the defendant is receiving legal assistance, the Executive Board may, in exceptional cases, decide to provide legal assistance to the complainant as well.
- 4.9 If the complaint is declared unfounded, the Executive Board may in exceptional cases decide to compensate the defendant's costs for legal assistance.
- 4.10 In relation to Article 4.5, other individuals may be heard as well. If the committee deems it necessary that a witness is heard anonymously, the committee may make a motivated decision to do so.
- 4.11 The investigation must be completed within 40 working days after hearing the defendant. If the investigation cannot be completed within 40 working days, the Complaints Committee will report its findings thus far to the Executive Board. This report may include a possible request for an extension of the above-mentioned period by a maximum of 30 working days.
- 4.12 At every hearing, the secretary and two members of the Complaints Committee, including the chairperson, must be present. The hearings of the Complaints Committee are closed. A written report is drafted by the secretary at each hearing. In addition, after permission from the parties involved, the matters discussed at the hearing are recorded using recording equipment. The reports are sent as information to both the complainant and defendant, as soon as these have been verified by the committee chair. The witnesses will only receive the report pertaining to their own hearing, also for informational purposes.
- 4.13 In regards to the hearing, the following apply:
- a The complainant and defendant are heard in each other's presence.
  - b If the committee deems that both parties being heard in each other's presence is not desirable, the parties will be heard individually.
  - c If the external committee has decided to handle different complaints regarding the same case (see Article 4.1) collectively, a hearing may also take place in a group setting.
  - d The involved parties working at Wageningen University & Research are required to attend.
  - e The complainant and defendant are entitled to see all relevant documents related to the complaint; these can be obtained through the secretary.
- 4.14 After the investigation has been completed, the Complaints Committee will provide a reasoned recommendation to the Executive Board. This recommendation by the committee to the Executive Board must at least include the following:
- a The nature of the complaint;
  - b Who is/was affected by the undesirable behaviour; c Whether the complaint is well-founded or unfounded;
  - d If the complaint is founded, a recommendation is made to the Executive Board regarding measures to be taken.
  - e If the complaint gives cause, the recommendation may also include a recommendation regarding the aftercare process.
- 4.15 Within 15 working days after receiving the recommendation from the Complaints Committee, the Executive Board will formulate a written decision regarding the complaint on the basis of

the Complaints Committee's recommendation and possible measures to be taken. If the Executive Boards intends to deviate from the recommendation, they must discuss this in advance with the chair or the Complaints Committee. In such a case, the deadline may be extended by 10 working days. If the Executive Board decides not to follow the recommendation of the Complaints Committee, this decision is included and motivated in its written decision. The decision by the Executive Board, including the recommendation by the Complaints Committee and the reports of the hearings, is shared with the complaints officer, the confidential counsellor (if involved with the procedure), the members of the Complaints Committee, the complainant and the defendant.

- 4.16 Both before and during the handling of the complaint, the Executive Board may decide to take temporary measures at the request of the complainant and/or the Complaints Committee:
- if this is necessary for the wellbeing of the complainant, and/or;
  - an untenable situation develops for one or more of those directly involved.

- 4.17 The complaint may be withdrawn at any time.

#### **Article 5 Confidentiality**

- 5.1 All parties who are directly or indirectly involved in a complaints procedure have a duty of confidentiality to ensure the privacy of the complainant and defendant. This obligation is not applicable to doctors and justice officials.
- 5.2 The confidentiality obligation is applicable to the preparatory process, to the complaints procedure and continues to apply after the decision by the Executive Board. If within the relevant organisational division, there is question of unrelenting rumours, the management of the decentralised unit (sciences group or equivalent unit) is permitted to announce within the organisational division whether the complaint is founded or unfounded after the decision has been made by the Executive Board, how the complaint procedure fared, and what the practical conclusion is in regards to the handling of the complaint. All parties must make efforts to prevent (further) damage to persons or interests, or limit this as much as possible.

#### **Article 6 Formal title of regulations and date of enactment**

These regulations are formally titled "Regulations on Complaints Procedure Undesirable Behaviour Wageningen University & Research"; by decision of the Executive Board on 6 May 2019, the regulations were amended on 31 December 2019.

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**Notes on the Regulations Complaints procedure undesirable behaviour**

Specific terms have been set for parts of the complaints procedure. In the table below the term set for each activity is indicated, including the motivation and the article.

**Periods**

<b>Article:</b>	<b>Period:</b>	<b>Activity:</b>	<b>Explanation:</b>
4.6	15 working days	Hearing the complainant and defendant and determining the admissibility of the complaint.	Hearing complainant and defendant simultaneously will speed up the handling of the complaint. Complainant and defendant can then also be informed by the Complaints Committee of the procedure that is to be followed.
4.8	40 working days	Further investigating the complaint (incl. hearing the complainant, defendant and other individuals) and subsequently submitting a recommendation to the Executive Board.	The period for determining the admissibility and investigation of the complaint and submitting a recommendation to the Executive Board is 40 working days, given that it must be conducted in a careful fashion. This period may be extended; see Article 4.9.
4.9	30 working days	Extension of the investigation by the Complaints Committee if the procedure cannot be completed within 40 working days.	
4.13	15 working days	The Executive Board will make a decision on the basis of the recommendation by the Complaints Committee.	The period of 15 working days in which the Executive Board must make a decision regarding possible measures has been set as such because it is in everyone's interest that the case is settled as quickly and yet as carefully as possible.
	Extension of 10 working days		If the Executive Board does not wish to follow the recommendation of the Complaints Committee, consultation with the chairperson of the Complaints Committee is required and the period may be extended by 10 working days.

If the above periods cannot be met, the involved parties shall be informed of this by the complaints officer.

# Individual right of complaint Wageningen University & Research

(applicable for Wageningen University from 1 January 2020, with the exception of administrative law and legal status decisions from 2019 or before).

## **Article 1 Definitions**

Complaint: every written expression of displeasure of the employee concerning a matter that affects him personally in connection with his work, his conditions of employment and his working conditions (including the results of the P&D interview). A topic of complaint cannot concern generally applicable regulations (statutory or otherwise), the CAO and provisions from the CAO, and the corporate regulations that apply to the employee, to the extent that the means of compliance is specified.

## **Article 2 Complaints Committee**

- 1 The employer appoints a Complaints Committee with three members, including one chairperson. One member is appointed by the employers and one member by the Central Works Council Wageningen University & Research. The third member, the chairperson, is nominated jointly by the employers and the Central Works Council of Wageningen University & Research.
- 2 The Complaints Committee advises the corresponding employer – the Executive Board of the Wageningen Research Foundation or Wageningen University – concerning complaints submitted to the Committee that it has declared to be admissible. The Complaints Committee is assisted by a secretary appointed by the joint employers; the employees are informed about the secretary's address.

## **Article 3 Initial consultation in the management hierarchy**

The basic principle is that the employee initially presents a complaint to his direct manager. If the attempts to find a solution do not lead to a satisfactory result within a reasonable period of time (in principle one month), the employee may submit the complaint in writing to the Complaints Committee.

## **Article 4 Admissibility**

- 1 The Complaints Committee takes a complaint into consideration only if it complies with the following:
  - it concerns an individual complaint;
  - the complainant is himself the interested party;
  - the complaint has been demonstrably submitted to and sufficiently addressed by the direct manager(s);
  - there is no other formal procedure for the complaint;
  - a complaint has not previously been submitted by the same employee concerning the same fact or same event;
  - the complaint is submitted within one month after it is demonstrably shown that the consultation with the direct manager(s) has not led to be a satisfactory solution.
- 2 A complaint will not be taken into consideration if:
  - the complaint concerns a matter for which a legal procedure has already been initiated, or has already taken place.
  - the complaint concerns an intended dismissal for which a review has been requested from the UWV or a procedure for dissolving the contract of employment has been filed with the court, and the employer has informed the employee about this in writing.
- 3 If the chairperson of the Complaints Committee determines that a complaint is inadmissible or obviously ungrounded, the complaint will be disposed of without providing a hearing for the complainant and without further oral proceedings. The decision of the chairperson will be announced in writing to the complainant.

**Article 5 Procedure**

- 1 The complaint is submitted in writing to the address of the secretary's office. The secretary's office will confirm the receipt and date of the complaint.
- 2 The Complaints Committee will then initiate an investigation. In doing so, it gives all parties the opportunity to be heard. The parties will be summoned for this purpose.  
The oral proceedings are public, unless according to the judgement of the Complaints Committee the nature of the complaint is in conflict with public treatment.
- 3 The Complaints Committee, if it wishes to do so, may invite experts to be heard, with or without the approval of the parties. The parties will be given the opportunity to respond to the assessments of the experts. The costs of the experts will be charged to WR.
- 4 If a solution is reached during this procedure, the employee can withdraw the complaint.
- 5 Within four months after the complaint is submitted, the Committee formulates a recommendation in writing, supported with reasons, and informs the complainant about this recommendation.
- 6 Unless the employee decides to withdraw the complaint, the Committee then submits its recommendation to the corresponding employer: the Executive Board of the Wageningen Research Foundation or Wageningen University. Within one month after receiving the recommendation, the Executive Board makes a decision and informs the employee and the Complaints Committee about its decision in writing, supported with reasons.

**Article 6 Assistance**

The complainant can be assisted by another employee or an external advisor of their choice (at their own expense) when formulating and submitting the complaint and dealing with other aspects of the process.

**Article 7 Confidentiality**

Everyone who is involved in the complaint procedure, and consequently has access to information that requires confidential treatment, is obligated to observe confidentiality, unless there is a statutory provision that requires public announcement. The written complaint and the documents related to the complaint procedure will be kept exclusively at the secretary's office of the Complaints Committee and will be stored for no more than two years. The relevant documents will be included in his personal file only at the express request of the complainant.

**Article 8 Protection**

The Executive Board of the corresponding employer ensures that the employee is not disadvantaged in their position at Wageningen University & Research due to submitting a complaint. Both Executive Boards ensure that members of the Complaints Committee are not disadvantaged in their position at Wageningen University & Research due to their membership on the Committee. The Executive Boards ensure that an individual who assists an employee with the submission of a complaint or with the complaint procedure is not disadvantaged in their position at Wageningen University & Research on account of providing this assistance.

# Regulations Complaint Procedure Job Classification Wageningen Research Foundation

## **Article 1 Definitions**

For the purposes of these regulations, the subsequent terms are defined as follows:

- a Employer: the employer as referred to in Article 1.5 under b of the CAO Wageningen Research Foundation;
- b Employee: the employee as referred to in Article 1.5 under c of the CAO Wageningen Research Foundation;
- c Job: the composition of tasks with which the employee is charged in the context of his job classification;
- d Job classification decision: the result of determining the job classification level as referred to in Article 3.1 of CAO Wageningen Research Foundation.

## **Article 2 Announcing intended job classification decision**

If a new or altered job profile is established, the employer will inform the employee who holds this job about the intended job classification decision in writing, supported with an explanation. In this announcement, the employee is informed about the possibility to submit an objection as referred to in Article 3 below.

## **Article 3 Objections to the intended decision**

Within four weeks after the date of the announcement referred to in Article 2, the employee may submit his objections against the intended decision, in writing and supported with reasons.

## **Article 4 Enacting the job classification decision**

The job classification decision is enacted when the employee has not submitted any objections within the period referred to in Article 3.

If the employee has submitted objections within the period referred to in Article 3, the employer will still enact the job classification decision, with or without modification, within six weeks. The employee is informed about this decision by means of an explanatory letter, which also informs the employee about the possibility of objecting to the enacted decision.

## **Article 5 Appeals**

The employee who has submitted an objection to the intended job classification decision according to the provisions in Article 3 may submit an objection to the enacted job classification decision in writing, supported with reasons. This objection must be submitted within six weeks after the date on which the enacted job classification decision was sent to the employee.

## **Article 6 Request for advice**

If the employee has objected to the enacted job classification decision, as referred to in Article 5, the employer will request advice from the Complaints Committee as referred to in the Regulations on the Individual Right of Complaint.

## **Article 7 Complaints Committee**

The Complaints Committee, as referred to in the Regulations on the Individual Right of Complaint, advises the Executive Board of the Wageningen Research Foundation regarding an objection to a job classification decision.

## **Article 8 Mode of operation of the Complaints Committee**

- 1 The Complaints Committee reviews the enacted job classification decision according to the job classification system used by Wageningen Research.
- 2 The Complaints Committee examines all records that concern the employee's job, the job classification decision and the considerations that have led to that decision, as well as the written

objections submitted by the employee against the decision. If the relevant records have not been submitted to the Committee, or if the Committee believes the employer has not submitted all relevant records, the Complaints Committee will request that the employer submits these missing records. The employer is obligated to submit the records at the request of the Complaints Committee.

- 3 The Complaints Committee provides both the employer and the employee with an opportunity to set out their views in person to the Committee. For this purpose, the Complaints Committee holds a hearing, unless both the employer and the employee state in writing that they would prefer not to provide an explanation in person.
- 4 Unless stated otherwise in these regulations, the Complaints Committee conducts its activities in accordance with the Regulations on the Individual Right of Complaint.
- 5 The Complaints Committee can obtain assistance from an external expert in the area of job classification with respect to the relevant technical aspects.

**Article 9 Recommendation of the Complaints Committee job classification WR**

The Complaints Committee aims to make its recommendation within three months after the secretarial office of the Complaints Committee receives the records.

**Article 10 Decision on the objection to the enacted job classification**

The employer accepts the recommendation of the Complaints Committee, unless this cannot be expected in terms of reasonableness and fairness. If the decision on the objection deviates from the recommendation of the Complaints committee, the reasons for this deviation must be explained in the decision.

Within two weeks after receiving the recommendation of the Complaints Committee, the employer decides whether or not to change the job classification decision. The employer can extend this term by a maximum of 4 weeks. However, a longer-term is only possible following consultation with the parties concerned.

The decision on the objection is reported in an explanatory letter sent to the employee along with the recommendation of the Complaints Committee; a copy is also sent to the Complaints Committee.

**Article 11 Assistance**

The employee can be assisted by another employee or an external advisor of their choice (at their own expense) when formulating and submitting the objection and dealing with other aspects of the process.