

Implementation Regulations of the Netherlands Organisation for Scientific Research (NWO) for 2009-2011

NWO's Employer Implementation Regulation I: General Provisions, Duration, Scope and Hardship Clause

1. The NWO Implementation Regulations enter into force on 1 March 2009 and replace the implementation regulations that were adopted before that date.
2. Insofar as nothing to the contrary is stated therein, the NWO Implementation Regulations apply to employees that have been appointed as public servants within the meaning of the Dutch Central and Local Government Personnel Act.
3. The NWO Implementation Regulations will remain in force until 1 January 2012, on the understanding that interim amendments are possible if the Central Works Council (CWC) or the employer regards such an amendment as expedient, or if amendments to the Act, Order in Council or Research Institutions Collective Labour Agreement necessitate their amendment.
4. Payments under the Implementation Regulations are gross amounts (i.e. subject to the deduction of wage tax and premiums), unless it is stated at the time that the payment is a net amount, or may be made exempt from tax.
5. The following applies to the award of payments covered by the provisions of these Implementation Regulations:
 - a. Fixed periodical payments (such as the commuting allowance) may be awarded with retroactive effect to no later than the first of January of the year in which the allowance is requested.
 - b. Payments that are made on a reimbursement basis (such as an expense claim for official travel) must be requested within one month after the end of the quarter in which the expenses were incurred. If this expense claim period is exceeded, the right to reimbursement of the expenses will lapse.
6. Amendments to the NWO Implementation Regulations will be discussed in advance with the CWC, with due observance of the provisions of the Dutch Works Councils Act, the Research Institutions Collective Labour Agreement and the Consultation Protocol between the Employers' Association of Research Institutions (WVOI) and the Government Employees' Federation.
7. If the NWO Implementation Regulations do not provide for special circumstances in individual cases, or if the application of these regulations would lead to manifest unfairness, the employer may deviate from the relevant regulation or lay down further rules of its own accord or at the employee's request.
8. The NWO Implementation Regulations may be cited as NWO-IR.

NWO's Employer Implementation Regulation II: Assessment

General

The Implementation Regulation on Assessment relates to the procedural rules that must be followed when carrying out an assessment and in the event of concerns about or an objection to an assessment. Appendix 4 deals with the specifics of the assessment and explains the relationship between the assessment, the job appraisal interview and the Professional Development Plan (PDP).

Article 1

In this Implementation Regulation, the following terms have the stated meaning:

- a. **Competent authority:** the General Director of the NWO or one of his designated officials;
- b. **Assessor:** the official designated by the competent authority to prepare the assessment;
- c. **Job performance:** the total output and conduct of the employee during the performance of his or her¹ job;
- d. **Job element:** the set of activities that on account of their nature and/or orientation form a distinctive unit within the job;
- e. **General point of view:** aspect of the working behaviour that is important for evaluating job performance and which is applicable to a large variety of jobs;
- f. **Assessment:** the evaluation of the employee's job performance that is carried out according to this Implementation Regulation;
- g. **Source:** the official who provides information based on work contact with the subject employee, at the assessor's request, which is used in the assessment.

¹ Any reference in this document to 'the employee' means both sexes and so the words 'he', 'his' or 'him' may also be read as 'she' or 'her'.

Article 2

Sub-article 1.

An assessment is made over a period of at least six months and no longer than two years.

Sub-article 2.

The assessment period may not extend over a period for which an assessment has already been made.

Article 3

Sub-article 1

The appointment as assessor takes place on the basis of responsibility or joint responsibility for the performance of the subject employee.

Sub-article 2

As a rule, the first assessor is the direct, hierarchical manager of the subject employee.

Sub-article 3

The assessor may determine that specific officials must act as sources for him. The first assessor will give a reasoned decision in response to a request by the subject employee for specific officials to be appointed as second assessors or sources.

Article 4

The assessment is recorded on an assessment form.

Article 5

Sub-article 1

The assessor makes the assessment on the basis of the job elements and general points of view.

Sub-article 2

The assessor may include information in his assessment that he requests from the source(s).

Sub-article 3

The assessment is made with due consideration of the assigned duties and associated requirements. Requirements of which the subject employee is unaware, through no fault of his own, are not taken into account.

Sub-article 4

If the actual work performed differs from that referred to in sub-article 3, this will be mentioned on the assessment list.

Article 6

Sub-article 1

The assessment will be prepared during the job appraisal interview. The subject employee will also be given the opportunity to state his view.

Sub-article 2

A summary of the job appraisal interview will be recorded on the assessment list in consultation with the subject employee.

Sub-article 3

The subject employee must sign the completed assessment list as proof that he has seen it. The assessed employee will receive a copy of the completed assessment list that he has signed.

Sub-article 4

The employee may submit concerns about the assessment to the assessor within two weeks of the job appraisal interview. The assessor may extend this period.

Sub-article 5

The period within which the assessor must decide on the submitted concerns is two weeks from the time of receipt thereof. The assessor may extend this period to a maximum of four weeks.

Sub-article 6

If the employee has not submitted any concerns, the assessor will confirm the assessment.

Article 7

Sub-article 1

The employee who has submitted concerns to the assessor will be given the opportunity to clarify these verbally to the assessor. The competent authority may decide that other people must attend this discussion.

Sub-article 2

The assessor will alter the assessment to the extent he accepts the employee's objections. Where appropriate, the assessor must also give written reasons why he does not or does not fully accommodate the concerns. The assessor will then confirm the assessment and issue it to the subject employee.

Article 8

Sub-article 1

If the assessor does not fully accommodate the subject employee's concerns and that employee has an objection against the assessment that has confirmed in accordance with Articles 6 and 7, he may file a notice of objection within six weeks of receipt of the confirmed assessment with the competent authority.

Sub-article 2

The submission, processing of and ruling on the notice of objection will take place, with due observance of Chapter 7, Sections 1 and 2 of the Dutch General Administrative Law Act (AWB), in accordance with the provisions of the NWO's General Procedures for Objections in Personnel Matters.

NWO's Employer Implementation Regulation III: Removal Expenses

Article 1: Reimbursement of transport expenses in the case of a national move

Sub-article 1

The reimbursement of domestic transport expenses, as referred to in Article 10.5 of the Research Institutes Collective Labour Agreement, also includes the reimbursement of no more than eight hours labour (i.e. packing, unpacking, assembling and dismantling). An employee who moves house himself will be eligible for the reimbursement of transport expenses (e.g. the cost of hiring a removal van) based on the expenses that are actually incurred.

Sub-article 2

In order to qualify for a removal allowance, the employee must use the removal company with which NWO has an agreement. The relevant invoices must be submitted to the HRM Department of the institute or office itself.

Article 2: Travelling, Transport and Relocation Expenses of Employees from Abroad

Sub-article 1

Employees from abroad are expected to live close to the place of work.

Sub-article 2

1. An employee from abroad will be completely reimbursed for necessary travelling expenses based on the most inexpensive tariff. The travelling expenses of his spouse/partner and children forming part of his family will also be reimbursed.
2. The allowance for travelling expenses does not have to be repaid.
3. An allowance for transport expenses will be given to employees from abroad on presentation of the relevant invoices. If the employee has been employed for one year or less, this allowance will be equal to the amount stated in Appendix 6 to the Implementation Regulations.
4. If the employee has been employed for longer than one year, the transport expenses will be reimbursed on the basis of the actual costs incurred, subject to the following maximums:
 - a maximum of 10 m³ for the employee;
 - a maximum of 6 m³ for the employee's partner;
 - a maximum of 2 m³ for each of the employee's children.

Sub-article 3

A relocation allowance, subject to the maximum amount stated in Article 10.5 (1) of the Research Institutes Collective Labour Agreement, will be paid to an employee, as referred to in this article, who has been employed for two years or longer, provided he comes to live within a radius of 30 km of the place of work.

Sub-article 4

The relocation allowance and the reimbursed transport expenses must be repaid in full if the employment relationship ends within a year of the move at the employee's request and/or if the employee moves again after the initial move to a place of residence further than 30 km from the place of work.

Sub-article 5

If the employment relationship is terminated after one year but within two years of the move, this repayment will be reduced by 1/24th of the total amount for each calendar month that the employment continued after the move.

NWO's Employer Implementation Regulation IV: Working Hours

Working hours for the employees working in each of the separate entities within the employer NWO, namely ASTRON, SRON, ING, STW, NSCR and NWO Office, will be determined by the directors of those entities, with due observance of the statutory provisions on working and rest hours.

Unless the nature of the work relating to the position precludes it, or different arrangements have been made between the employer and employee, the work will be performed consecutively.

NWO's Employer Implementation Regulation V: Commuting Expenses

Article 1: Commuting Expenses

Sub-article 1

1. An allowance is granted under this Implementation Regulation for essential commuting expenses in the Netherlands according to the amount stated for the relevant distance in the table contained in Appendix 6 to these Implementation Regulations.
2. The commuting allowance will be paid subject to the relevant tax provisions.
3. In order to be eligible for a commuting allowance, the employee must have a sufficiently set travelling pattern.
4. A sufficiently set travelling pattern exists if the employee travels at least once a week between his permanent or temporary address and the same place of work.

Sub-article 2

1. The number of kilometres between the place of residence and place of work is determined on the basis of postal code areas according to the latest version of the digital route planner of the Dutch Royal Touring Club (ANWB), choosing the average distance of the round trip, by means of the quickest route.
2. In the event of cross-border commuting, or commuting abroad, the criteria for commuting is the actual distance travelled according to the quickest route, insofar as the route planner of the Dutch Royal Touring Club (ANWB) does not provide any reliable distance-related data.
3. Recalculating the commuting distance is only relevant when moving house, changing place of work or altering the number of working days per week, insofar as that would lead to an adjustment of the commuting allowance. Recalculation is also possible at the employee's request if there is a structural

change in the road network between the place of residence and place of work. In that case, the newly calculated distance will be applicable from the first of the month following the month in which the employee made his request.

Sub-article 3

When necessary, the allowance will be reviewed or terminated:

1. on the termination of the employment relationship;
2. if the employee moves house or changes his place of work; or
3. if no work is performed at the place of work for a period of two months, for foreseeable reasons, other than during the employee's holiday.

Sub-article 4

The commuting allowance will be discontinued after the end of the calendar month following the month in which the employee becomes incapacitated for work. If the employee is partially incapacitated for work, the allowance will be adjusted at the time mentioned in the previous sentence according to the number of days that the employee travels between his place of residence and place of work. The allowance will recommence with effect from the first day of the calendar month following the month of recovery.

Sub-article 5

Other than in the cases referred to in the previous sub-article, a review/termination of the allowance will always take place at the start of the calendar month following the month in which the alteration took place.

Sub-article 6

In the case of an alternating work pattern, the commuting allowance will be determined on the basis of the average number of working days per week.

Sub-article 7

In specific situations, NWO may deviate from this Implementation Regulation for the benefit of groups of employees.

NWO Employer's Implementation Regulation VI: Domestic and Foreign Official Travel

Article 1: General Provisions

Sub-article 1

If the employee travels officially on NWO's instructions, he will be granted an allowance for this purpose.

Sub-article 2

Domestic official travel means a trip which the employee must make on NWO's instructions within the Netherlands in connection with his work.

Sub-article 3

Foreign official travel means a trip which the employee must make on NWO's instructions in connection with his work involving a stay of no more than three consecutive months outside the Netherlands.

Sub-article 4

The travelling and accommodation allowance is granted for official travel that starts and ends at the place of work. If the official travel starts at the employee's place of residence, the place of residence will be regarded as the place of work with regard to the outward journey, as in the case of the return journey if the official travel ends at the employee's place of residence, except in the case of official travel to and from the place of work.

Article 2: Types of Allowances

Sub-article 1

1. In the case of train travel, the allowance is equal to the second-class tariff. If the employee must use first-class for any reason, first-class will be reimbursed.
2. In the case of car travel, the allowance is equal to 19 cents per kilometre. As of 1 January 2010, or on such earlier date that the necessary adjustment is made to the payroll system, the amount of the allowance will be 28 cents per kilometre.

In the case of air travel, the employee is deemed to make use of a low-cost airline, which nevertheless has a proven safety record. The allowance will be determined on this basis.

Sub-article 2

Accommodation expenses will be fully paid on a reimbursement basis, subject to the presentation of supporting vouchers. In this regard, it is a condition that the expenses must be in keeping with the circumstances and duration of the trip according to the criteria of reasonableness and fairness and taking into account the public nature of NWO's resources.

Sub-article 3

If the official travel relates to attending a conference abroad, the registration fees and other reasonably incurred costs will be fully reimbursed on the presentation of supporting vouchers. Where appropriate, the costs of additional health insurance and travel insurance will also qualify for reimbursement.

Article 3: Consent and Expense Claims

Sub-article 1

An employee on foreign official travel is eligible for the reimbursement of the associated costs provided he obtained NWO's prior consent for the foreign official travel.

Sub-article 2

For every travelling expense claim, the employee must submit all supporting vouchers that can be reasonably required.

Article 4: Official Travel by Car

Sub-article 1

When travelling by car, passengers may not claim any reimbursement of travelling expenses for themselves. The driver is not entitled to any additional allowance for passengers.

Sub-article 2

NWO is insured for damage to the vehicle of the employee who is driving it and for the damage/injury suffered by that employee during the official travel.

Article 5: Official Travel as an Essential Part of the Position

Sub-article 1

If an employee must regularly make use of his own transport for the performance of his duties, a fixed monthly allowance for travelling and accommodation expenses may be granted notwithstanding the Implementation Regulation on Domestic and Foreign Official Travel.

Sub-article 2

If regular repeated travel to the same destination is anticipated, a periodical, route or similar ticket for public transport must be used. In that case, an amount equal to the cost of such ticket will be reimbursed.

Sub-article 3

If a periodical, route or similar ticket is used on public transport for official travel, an amount equal to the cost of a single ticket for the route that is travelled with this ticket will be reimbursed unless an allowance is given for any periodical, route or similar ticket on public transport, as referred to in the previous sub-article.

Article 6: Taxi Expenses

Sub-article 1

Taxi expenses may be claimed if the use of a taxi is strictly necessary, e.g. because the destination cannot be reached, or can only be reached with great difficulty, by public transport.

Article 7: Air Travel

Sub-article 1

Air travel is permitted for distances exceeding 500 km. Air travel for distances equal to or less than 500 km may be permitted under certain circumstances. In this regard, the consideration is that the travelling expenses must be reasonably proportionate to the travelling time.

Sub-article 2

Reimbursement for air travel is made on the basis of economy class tariffs.

Article 8: Advance Payments

At the employee's request, an advance payment will be made, if needed, for official travel abroad.

NWO's Employer Implementation Regulation VII: Study Facilities

Article 1: General

Sub-article 1

An employee who wishes to be eligible on the basis of the Research Institutions Collective Labour Agreement for study facilities (i.e. study leave and/or the reimbursement of study expenses) for training as referred to in Article 6.1 (2) of the Research Institutions Collective Labour Agreement, must submit the application for that purpose prior to the commencement of studies. This application must be accompanied by the information needed for its assessment and a summary of the study expenses to be incurred and the study load.

Sub-article 2

Study facilities are granted for a specific period, according to the duration of studies that is considered normal. NWO may extend this period.

Sub-article 3

Study facilities that have been granted may be subsequently withdrawn – temporarily or otherwise – if the HRM Department of the institute or office itself is of the opinion on the basis of information received that the employee is not studying and/or making progress to the extent needed to successfully complete the studies within the period referred to in sub-article 2. The facilities will not be withdrawn if the employee concerned can show that these circumstances are beyond his control.

Sub-article 4

As a rule, no study facilities will be granted for retaking examinations.

Article 2: Study Leave

Sub-article 1

Study leave will be granted for attending classes and for taking a preliminary or final examination, insofar as these study activities take place according to the study/training timetable during the employee's working hours.

Article 3: Study Expenses

Sub-article 1

1. If the employee takes a course as referred to in Article 6.2 (1) or (3) of the Research Institutions Collective Labour Agreement, the following will qualify for full reimbursement: the course or class fees, exam and diploma fees as well as the cost of purchasing compulsory study material.
2. If the course must be attended at a location other than the employee's place of residence or work, the necessary travelling expenses incurred for long-distance travel to the place and then for related travel in the place where the course or exam is held will be reimbursed as official travel.
3. The expenses that are necessarily incurred for overnight accommodation and meals with regard to taking an exam will be reimbursed with due observance of the Implementation Regulation on Domestic and Foreign Official Travel (Implementation Regulation VI).

Sub-article 2

If the employee attends a course as referred to in Article 6.2 (2) of the Research Institutions Collective Labour

Agreement and this course is mainly in the interests of the employer, 75 per cent of the costs referred to in sub-article 1a will be reimbursed. If the course is partially in the interests of the employer and partially in the interests of the employee, 50 per cent of the costs will be reimbursed.

Article 4: Repayment of Study Expenses Allowance

Sub-article 1

Study expenses for training as referred to in Article 6.1 (2b) of the Research Institutions Collective Labour Agreement (i.e. training to increase employability) will only be paid once the employee has declared in writing that he accepts the obligation of full or partial repayment.

Sub-article 2

The employee will be obliged to fully repay the allowances granted to him for his chosen training, on the basis of the previous article, if:

- a. the allowance exceeds €4,538; and
- b. he is discharged from service at his own request, before the course is successfully completed; or
- c. he is discharged from service at his own request within a period of two years of the date of successful completion of the course.

Sub-article 3

The obligation to repay under sub-article 1 will be limited:

- a. in the case referred to in sub-article 2 (b), to the amount that has been paid to the employee in the two-year period preceding the date on which discharge from service is granted;
- b. in the case referred to in sub-article 2 (c), to 1/24th of the amount that has been paid to the employee in the two-year period preceding the date on which discharge from service is granted, for every month short of the period referred to therein.

Sub-article 4

The obligation to repay as referred to under sub-article 2 will not apply:

- a. if the discharge from service takes place with a subsequent entitlement to an unemployment benefit, flexible pension and retirement scheme (FPU) benefit or pension;
- b. if the discharge from service is immediately followed by employment at another institution that is a member of the Research Institutions Employers' Association.

Sub-article 5

If a study expenses allowance is granted for a course that in the opinion of the HRM Department of the institute or office itself is extremely expensive, the NWO may extend the period as referred to in sub-articles 1 and 2 to a maximum of three years.

Sub-article 6

In exceptional circumstances, NWO may deviate from the provisions of this article for the employee's benefit.

NWO's Employer Implementation Regulation VIII: Emergency Response Programme

Article 1: General

Sub-article 1

An employee will be appointed in writing, after consultation, to carry out emergency response duties in addition to his normal duties.

Sub-article 2

The employee who is appointed must be in possession of, or prepared to undergo training for, the diplomas needed to carry out his duties as an emergency response team member.

Article 2: Training/Refresher Courses

Sub-article 1

The employee will be reimbursed for the training expenses in connection with the provisions of Article 1 (2).

Sub-article 2

If courses have to be attended after working hours, the hours spent attending these courses may be claimed. These hours do not fall under the scope of the overtime regulations.

Article 3: Emergency Response Allowance

Sub-article 1

An employee who actively participates in the prescribed emergency response drills and classes will receive a gross bonus for this purpose together with his December salary. The bonus will be paid out on a pro-rata basis if the employee joins or ceases to be a member of the emergency response team during the course of a calendar year.

Sub-article 2

The bonus amounts to the following:

- | | |
|--|------|
| - for the evacuator | €150 |
| - for the emergency response/first aid team member | €300 |
| - for the emergency response team leader | €400 |
| - for the head of emergency response | €550 |

Article 4: Work Outside Normal Working Hours

The hours that the employee, as referred to in Article 1 (1), must spend on emergency response drills or calls are regarded as working hours and will be paid according to the provisions of the Research Institutes Collective Labour Agreement.

Article 5: Accident Insurance

Accident insurance is taken out for the employees who fall under this scope of the Implementation Regulation.

NWO's Employer Implementation Regulation IX: Employment Abroad

Article 1

'Employment abroad' means a secondment abroad on the instructions of one of NWO's institutes or offices for a consecutive period of longer than three months.

'Family' for the purpose of this Implementation Regulation means the living spouse/partner of the employee, from whom the employee is not permanently separated, and/or minor children who comply with the conditions for child benefit claims under the Dutch General Child Benefit Act and/or children who comply with the conditions laid down in the Dutch Student Finance Act.

Article 2: Insurance of Medical Expenses and Exceptional Medical Expenses

Sub-article 1

An employee who is seconded abroad must be insured by law for the purposes of the Dutch Exceptional Medical Expenses Act (AWBZ) and the Dutch Health Care Insurance Act. This also applies to family members who are not performing any work or receiving any social security benefits abroad. The employee may insure himself against medical expenses via NWO's group health care insurance.

Sub-article 2

The employee will be reimbursed for the additional costs relating to insurance for medical expenses abroad and the mandatory insurance of family members as referred to in the preceding sub-article.

Article 3: Preparatory Costs

The preparatory costs that must be necessarily incurred for the secondment abroad, such as medical examination and vaccination expenses and the costs of visas and work permits, will be reimbursed.

If the employment abroad involves specific health risks, a medical examination will take place prior to the secondment decision and the employee will be periodically examined during the secondment period.

Article 4: Travelling Expenses

Sub-article 1

The reimbursement of travelling expenses referred to in this article will always take place on the basis of the expenses actually incurred and the most inexpensive tariffs. In the case of air travel, this will be on the basis of economy class.

Sub-article 2

The travelling expenses of the seconded employee from his place of residence in the Netherlands to the place of residence in the secondment country, as well as the travelling expenses for returning to the Netherlands at the end of the secondment, will be reimbursed.

Sub-article 3

If the employee is seconded abroad for more than one year, the travelling expenses (return trip) of the family members belonging to his household will be reimbursed.

Sub-article 4

If the employee or one of his family members dies abroad, the expense of returning the deceased's mortal remains to the Netherlands will be reimbursed. The costs of the return trip for the remaining family members will also be reimbursed.

Sub-article 5

In the event of serious illness or death of blood relatives or relatives by marriage up to and including the second degree, the travelling costs for the entire family to and from the Netherlands will be reimbursed. In that case, prior consultation must take place with the HRM Department of the institute or office from where the secondment takes place.

Sub-article 6

An allowance for necessary commuting in the secondment country will be granted in accordance with the Implementation Regulation on Commuting Expenses (Implementation Regulation V), on the understanding that a calculation method will be applied, where possible, that is comparable with that of the route planner of the Dutch Royal Touring Club (ANWB).

Sub-article 7

An allowance will be granted for official travel to be undertaken during the secondment in accordance with the Implementation Regulation on Domestic and Foreign Official Travel (Implementation Regulation VI).

Article 5: Interim Leave during Secondment Abroad

Sub-article 1

An employee who is seconded abroad for a period of at least two years will be entitled once during every twelve-month period to the net reimbursement of travelling expenses to and from the Netherlands (including for family members), provided that he had been seconded at the start of that trip for an uninterrupted period of at least five months and that the secondment still lasts for at least five months after his return.

Sub-article 2

An employee who is seconded without his family members will be entitled once during every twelve-month period to the net reimbursement of travelling expenses to and from the Netherlands, provided that he had been seconded at the start of that trip for an uninterrupted period of at least three months and the work at the place of secondment is still continued for at least three months after his return.

Sub-article 3

Holiday leave is calculated from the day following the date of arrival in the Netherlands or, if the employee does not travel directly to the Netherlands, from the date of departure from the place of secondment. Holiday leave is calculated up to the date of departure from the Netherlands or, if the employee does not travel directly to the secondment country, to the date of arrival in the place of secondment.

Article 6: Daily Cost of Living

Sub-article 1

The employee who is seconded abroad will be granted a foreign living allowance if the cost of living in the place of secondment is higher than in the Netherlands. The Airinc Home/host based index² will be used to compare the daily cost of living and to determine the amount of the allowance.

Sub-article 2

This allowance is awarded for a maximum period of five years, calculated from the time of secondment abroad.

Article 7: Guest House and Removal Expenses

Sub-article 1

The seconded employee will be eligible for an allowance for guest house expenses on the basis of Article 10.6 of the Research Institutes Collective Labour Agreement for as long as he has not yet found a permanent place of residence. If this allowance does not cover costs, the aforementioned amount may be adjusted on an individual basis.

Sub-article 2

If the employee moves to the secondment country, he will receive a removal allowance subject to the provisions of sub-articles 3 to 7 inclusive.

Sub-article 3

An employee who is seconded abroad for a period of one year or less will be reimbursed for transport expenses, on production of the relevant invoices, up to a maximum of €974 (reference date: 1 January 2009). This amount will be indexed on the basis of the Statistics Netherlands (CBS) price index for household consumption on 1 September each year

Sub-article 4

An employee who is seconded abroad for a period of more than one year will be reimbursed for transport expenses, on production of the relevant invoices, on the basis of the following guideline:

- a maximum of 10 m³ for the employee;
- a maximum of 6 m³ for the employee's partner;
- a maximum of 2 m³ for each of the employee's children.

In all cases, prior consultation must take place with the HRM Department of the institute or office from where the secondment takes place.

Sub-article 5

If the employee moves back to the Netherlands at the end of the secondment abroad, he may once again claim the transport expenses allowance referred to in the two preceding sub-articles.

Sub-article 6

The reimbursement of transport expenses as referred to in sub-articles 3, 4 and 5 will take place on the basis of the most inexpensive transport option.

Sub-article 7

An employee who is seconded abroad for a period of longer than one year will be granted a relocation allowance in accordance with that granted for compulsory job-related relocation, as referred to in Article 10.5 (4) of the Research Institutions Collective Labour Agreement.

Article 8: Accommodation and Living Expenses

Sub-article 1

An employee who is seconded abroad will be granted a foreign living allowance if the living expenses in the place of secondment are higher than in the Netherlands. The AIRINC tables for Housing and Utilities in the Netherlands and in the place of secondment will be used to compare living expenses and determine the amount of the allowance.

Sub-article 2

This allowance is awarded for a maximum period of five years, calculated from the time of secondment abroad.

Sub-article 3

The institute or office from where the secondment takes place may arrange appropriate accommodation for the employee and his family in the place of secondment. The employee is obliged to accept this accommodation.

² The Airinc home/host based index is a standardised calculation of the difference in the cost of living between various countries. This index is issued by the company Airinc.

Sub-article 4

If the institute or office from where the secondment takes place arranges accommodation, the fictitious rental of the dwelling will be deducted from the allowance determined according to sub-article 1 of this article.

Sub-article 5

An employee who is seconded for a maximum period of four years will be eligible, in the event of double living costs, for an allowance towards the costs of his own residence, taking into account any rental income. This is on condition that the employee's own residence must have served as his accommodation for at least three months prior to the commencement of the secondment.

Article 9: School Expenses Allowance

Sub-article 1

The prior consent of the institute or office from where the secondment takes place is required for the reimbursement of school expenses.

Sub-article 2

The employee may receive an allowance for the education of each child who accompanies him to the place of secondment and lives with him there during the period of secondment, provided he is fully or practically fully responsible for this child under the Dutch General Child Benefit Act.

Sub-article 3

The allowance as referred to in the preceding sub-article will be granted for what is deemed normal education. No allowance will be given for occupational training that does not involve full-time education, or for training where the child receives payment for services performed, written courses and/or additional costs that are not directly related to daily training and which are of a private nature.

Sub-article 4

An amount equal to the expenses deemed normal for comparable education in the Netherlands, for which the employee is liable, will be deducted from the granted allowance.

Article 10: Tax Issues

Sub-article 1

The question of whether the employee can lay claim to tax facilities relating to his secondment abroad will be taken into account for the award of allowances under this Implementation Regulation.

Sub-article 2

Insofar as it is permitted for tax purposes, allowances under this Implementation Regulation will be paid as net amounts.

Article 11: Index Adjustments and Set-Off

Sub-article 1

The indices referred to in this Implementation Regulation and the allowances based on those indices will be adjusted once every year, namely on 1 May, for countries that use the euro as their currency and twice every year, namely on 1 May and 1 November, for countries with different currencies.

Sub-article 2

If the daily cost of living or living expenses in the secondment country are lower than in the Netherlands according to the indices, these will be set-off against one of the other allowance amounts.

Article 12

As a rule, it is difficult for employees who are seconded abroad to apply for a new job from that country. In cases where problems actually arise in finding a new job, NWO may decide at the employee's request to temporarily employ him in the Netherlands for a minimum period of one month and a maximum period of four months prior to the date of termination of employment.

Article 13: Hardship Clause

The provisions of this Implementation Regulation will be departed from for the employee's benefit in special circumstances if the NWO is of the opinion that this Regulation does not provide for the special circumstances of the individual case.

Article 14: Effective Date and Transitional Arrangements

Sub-article 1

The Implementation Regulation on Employment Abroad enters into force on 1 January 2001.

Sub-article 2

Employees who received a higher allowance prior to 1 January 2001 on the basis of the Regulation which was then in force compared with this Regulation, will be compensated for the difference in the form of a personal allowance for the period that they were seconded abroad.

Sub-article 3

The provisions of Articles 6 and 8 (2) of this Implementation Regulation do not apply to employees who were employed by NWO prior to 1 January 2009 and who received an allowance as referred to in Article 6 and/or 8 on that date, until such time as those allowances end due to the termination of the secondment abroad.

NWO's Employer Implementation Regulation X: Illness and Recovery

Article 1: General, Reporting Sick and Recovery

Sub-article 1

If an employee is ill, the employee and his manager are jointly responsible for contact with each other and his reintegration in the workplace on recovery.

Sub-article 2

An employee who is unable to work due to illness must report this directly to his manager before 10 a.m. on the first day of absence.

Sub-article 3

The manager will report the illness to the HRM Department of the institute or office which registers absenteeism due to illness.

Sub-article 4

On resuming work, the employee must report directly to his manager and the HRM Department.

Sub-article 5

The NWO institutions each make separate arrangements with the local Works Councils with regard to further action and procedures, for instance in the absence of the relevant manager.

Article 2: Monitoring during Illness

Sub-article 1

It is expected of the employee who has reported sick to do all that is necessary to speed up his recovery. Instructions from the occupational health and safety agency (OHSA) for this purpose must be observed.

Sub-article 2

The OHSA is responsible for monitoring and controlling absenteeism due to illness. The agency gives an opinion on the extent of the employee's inability to work. In addition, the agency advises the direct manager on drawing up a plan of action, where appropriate. The monitoring of absenteeism due to illness takes place in close consultation among the OHSA, the manager and the HRM Department. If contact with the manager is not deemed appropriate because of the nature of the employee's inability to work, the responsible management will designate another person to maintain contact with the employee.

Sub-article 3

The direct manager draws up a plan of action together with the employee and in close consultation with the OHSA. This plan of action contains a step-by-step summary setting out the action that has and will be taken in order to speed up the employee's reintegration in the workplace. Any connection between the illness and working conditions are also stated in the plan.

Sub-article 4

The efforts of all parties concerned are aimed at achieving the reintegration of the employee as quickly and as smoothly as possible.

Sub-article 5

After the employee has been absent due to illness for six weeks, the HRM Department prepares a reintegration file in consultation with the employee, the manager and the OHSA. The employee must be reported as sick to the Employee Insurance Administration Agency (UWV) no later than the first working day after he has been sick for 42 weeks. The entire reintegration report relating to the employee's application for benefits under the Dutch Work and Income (Ability to Work) Act must be completed and submitted by the employee to the UWV by no later than during the 21st month of his incapacity for work.

Sub-article 6

The NWO may declare that the claim to sick pay has lapsed if the employee withdraws from OHSA monitoring without NWO's consent or otherwise hinders his reintegration.

Article 3: Change of Address and Illness While on Holiday

Sub-article 1

An employee who has reported sick must make sure that he can be reached by his manager and the OHSA. For this purpose, the HRM Department or manager must be aware of his place of residence and telephone number.

Sub-article 2

If the employee intends leaving his permanent or temporary address for longer than one week during his illness, he must notify his manager and the OHSA of this fact.

Sub-article 3

A request to live elsewhere during illness will only be approved if the OHSA notifies the direct manager that there are no objections to this on medical grounds.

Sub-article 4

If an employee falls ill whilst on holiday, the days that he is sick will not be regarded as holiday leave if the employee reports sick in the manner prescribed in Article 1.

If the employee lives in the Netherlands, he must keep himself available for the monitoring and control of his absenteeism due to illness. If the employee lives abroad, he must subsequently submit a doctor's certificate stating the period during which he was ill.

Article 4: Travelling Allowance during Illness

Sub-article 1

If an employee is ill for a consecutive period exceeding one month, the commuting allowance will be stopped after the end of the calendar month following the month in which he became incapacitated for work. The allowance will likewise be adjusted in the case of a partial incapacity for work in proportion to the number of days that the employee did travel between his place of residence and place of work. The full or partial allowance, as the case may be, will recommence with effect from the first day of the calendar month following the month of recovery.

Sub-article 2

Travelling expenses incurred by the employee for the monitoring and control of his absenteeism due to illness (e.g. for consultations with the NWO's medical officer, external specialists, employment experts and/or Civil Service Pension Fund (ABP) doctors) will be reimbursed on the basis of the Implementation Regulation on Domestic and Foreign Official Travel (Implementation Regulation VI).

Article 5: Objection against the Medical Officer's Opinion

An employee who does not agree with the opinion of the NWO medical officer may notify the HRM Department of the relevant NWO institute/office of his concerns within three days of receipt of that opinion. The employee will immediately receive an answer in this regard. The Research Institutes Regulation on Illness and Occupational Disability (ZAOI) applies in this regard.

NWO's Employer Implementation Regulation XI: Holidays

Article 1: Determining the Number of Holiday Hours

For the purpose of calculating the accrual of holiday entitlements, a month in which the employment commences before the 16th or is terminated after the 15th of the month is regarded as a full month. Holiday leave must be requested before it is taken and at such time that the work can be coordinated around it.

Article 2: Taking Holiday Leave when Fully or Partially Incapacitated for Work

If an employee wishes to take holiday leave during a period when he is incapacitated for work, the employer will only consent to this if the medical officer states that there are no objections on medical grounds.

Article 3: Incapacity to Work While on Holiday

If an employee becomes incapacitated for work on one or more days during his holiday leave, these days will not be regarded as holiday leave days if the employee immediately reports his illness and subsequent recovery according to the Implementation Regulation on Illness and Recovery and also complies with the provisions of that Implementation Regulation.

NWO's Employer Implementation Regulation XII: Costs of Obtaining a PhD

Article 1

Every employee of NWO is eligible, on request, for an allowance towards the costs of obtaining his PhD.

Article 2

Sub-article 1

The allowance towards the costs of obtaining a PhD is awarded if the employee obtains that degree during the time of his appointment at NWO.

Sub-article 2

Trainee researchers (OIOs) are awarded the allowance if the manuscript of the thesis is approved within six months of the end of the appointment at NWO.

Article 3

Sub-article 1

The allowance is granted to cover the costs of printing the thesis and the graduation reception, subject to a maximum of €1,500.

Sub-article 2

The allowance will never be less than the actual costs of printing the thesis and the graduation reception, taking into account any allowance granted by the university or research institute for these costs.

Sub-article 3

The allowance will be granted on the employee's written request. The employee must submit invoices and receipts for the costs that he has incurred together with the application, as well as a statement of the allowance granted by the university or research institute towards the costs of obtaining the PhD.

NWO's Employer Implementation Regulation XIII: Disciplinary Measures, Suspension and Forced Leave of Absence

Article 1

The competent authority may impose a disciplinary measure on or place an employee who is guilty of neglecting his duties on forced leave of absence.

Article 2

When imposing a disciplinary measure, as described in Section 11 of the Research Institutes Collective Labour Agreement, it may be determined not to enforce this measure provided that the employee is not guilty of neglecting his duties in a similar way as that for which the punishment is imposed, or of any other serious neglect of his duties, during a fixed period of no more than one year, and that he observes any special conditions that are laid down when the punishment is imposed.

Article 3

A disciplinary measure will not be imposed before the employee has been given the opportunity to answer to the competent authority in writing, within six full days of having been notified of the proposed measure. The employee may also give notice that he wishes to clarify the matter verbally.

Article 4

In the case of a proposed disciplinary measure due to a contravention of Article 125a of the Dutch Central and Local Government Personnel Act (freedom of expression), the competent authority will seek an opinion from the NWO Advisory Committee on Personnel Matters. The opinion will be requested within two weeks of the employee having been notified of the intention to impose a disciplinary measure.

Article 5

Both the competent authority and the employee against whom the measure is proposed will be heard during the discussion of the requested opinion.

Article 6

Within six weeks of the competent authority's submission of the request for an opinion, the Advisory Committee on Personnel Matters will issue the opinion to the competent authority.

Article 7

Within two weeks of receipt of the opinion, the competent authority will decide on imposing a disciplinary measure. This decision will be immediately communicated to the employee in writing.

Article 8

The decision of the competent authority to impose a disciplinary measure is open to objection and appeal.

Article 9

Insofar as the preceding sub-articles do not determine otherwise, Articles 5 to 8 inclusive and 10 of the NWO's General Procedures for Objections in Personnel Matters will apply to the handling of the request for an opinion.

NWO's Employer Implementation Regulation XIV: Code of Conduct for Ancillary Activities

Basic Position

Paid and unpaid ancillary activities of NWO employees may positively contribute towards the quality of the performance of duties and the interests of NWO and the NWO institutes. Familiarity with employees' ancillary activities is desirable from the point of view of relationship management and networks.

NWO's impartiality and independence as a granting and scientific organisation requires that any actual or apparent conflict of interests that may arise between its duties and interests and an employee's ancillary activities must be prevented at all times. Testing, registration and, in some cases, publicity of the ancillary activities will be necessary to guarantee NWO's impartiality and independence.

Article 1: General

Sub-article 1

This Code of Conduct for Ancillary Activities involves an elaboration of Article 1.5.9 of the Research Institutes Collective Labour Agreement (ancillary activities).

Sub-article 2

In this Code of Conduct, 'ancillary activities' means all activities that the employee performs in addition to his job-related duties, regardless of whether these duties are performed during or outside his working hours. Unpaid ancillary activities of a purely private nature are not considered ancillary activities for the purpose of this Code of Conduct.

Article 2: NWO's Consent Required

Sub-article 1

In the following situations, the employee must explicitly request prior consent from NWO to carry out ancillary activities:

- a. if the ancillary activities are to be performed completely or partially within the employee's working hours;
- b. if the ancillary activities may be regarded as 'job-related' ancillary activities.

Sub-article 2

In this Code of Conduct, 'job-related ancillary activities' essentially means those activities that correspond or otherwise relate to the duties that may be assigned to any employee as part of his job and/or activities that may result in an actual or apparent conflict of interest with NWO's duties and/or interests.

Sub-article 3

NWO will test the acceptability of the ancillary activities in relation to the employee's job description.

Sub-article 4

As a rule, NWO will give consent for ancillary activities that will be performed outside working hours, unless:

- a. the ancillary activities will or may be to the detriment of the employee's own duties/position and/or his employability at NWO;
- b. the ancillary activities will or may compete with the duties of the employee or the work of the institute, office or research project;
- c. there is a possible conflict of interests, incompatibility of duties or the possibility that such a situation may arise.

Article 3: Conditions Attached to Consent

NWO may attach conditions to the aforementioned consent to perform ancillary activities. These conditions will be communicated to the employee in writing. The conditions attached to the consent may involve:

In the case of consent for activities within working hours:

- a. lowering the appointment;
- b. paying over all or some of the remuneration to NWO (remuneration for ancillary activities includes income from copyright, patents and royalties);
- c. granting extraordinary leave, without or with partial pay;
- d. allowing holiday leave to be taken;
- e. limiting the duration of the consent, possibly with the option of an extension;
- f. adding a non-compete clause to the appointment.

In the case of consent for activities outside working hours:

- a. limiting the duration of the consent, possibly with the option of an extension;
- b. adding a non-compete clause to the appointment.

Article 4

NWO may decide on the publication of ancillary activities for employees or groups of employees to be defined by it.

Article 5: Opportunity to Object / Judicial Process

If consent to perform ancillary activities is withheld from the employee, or if the employee cannot agree to the conditions attached to the consent, he may object or appeal in the normal course of justice.

NWO's Employer Implementation Regulation XV: Employee Saving Scheme Regulation

Article 1

In this Implementation Regulation, the following terms have the stated meaning:

Employer: the Netherlands Organisation for Scientific Research (NWO), having its registered office in The Hague.

Participant: every employee who voluntarily participates in this scheme in accordance with Article 3.

Partner: if the participant is unmarried, the partner with whom he runs a household on a long-term basis.

The Bank: Nationale Nederlanden Financiële Diensten BV, having its registered office in Amsterdam.

Employee savings: the salary that is saved, in a blocked form, by the participant in accordance with the provisions of this Implementation Regulation.

Salary savings account: the savings account held in the name of the participant in respect of which the Bank only administers the savings under this Implementation Regulation.

Act: the Dutch Wages and Salaries Tax Act 1964, the Dutch Social Security (Coordination) Act.

Implementation regulation: the Implementation Regulation on Employee Savings Schemes and Profit-Sharing Schemes.

Article 2

The purpose of the employee savings scheme is to promote long-term possession by the participants in the manner indicated herein.

Article 3

Sub-article 1

Every employee who is employed or who is deemed to be employed by NWO may participate in this employee savings scheme.

Sub-article 2

Membership of the employee savings scheme takes place by authorising NWO to periodically deduct an amount from the gross salary and to pay over the deducted saving amounts to the Bank in accordance with Article 5.

Sub-article 3

The authorisation referred to in sub-article 2 is submitted on a designated form that is completed and signed by the employee at the HRM Department of the institute or office itself and then forwarded to the Bank. The form must be co-signed by the participant's lawful representative if he is a minor.

Sub-article 4

Membership of the scheme may take place – except when this employee savings scheme comes into force – as of the first of each month, provided the form referred to in sub-article 3 is submitted to the employer on time.

Sub-article 5

Changes to the amounts to be deducted can only be processed as of the first of each calendar quarter. The authorisation for this purpose must be given to the employer at least one month in advance.

Article 4

Sub-article 1

When making salary payments, the employer will deduct at least €136.13 per calendar year as employee savings from the participant's gross salary.

Sub-article 2

Employee savings may only be deducted if and insofar as the employer can make that deduction from a salary for current employment, or from payments or payment supplements that are made by or via the employer instead of salary.

Sub-article 3

If the payments and payment supplements referred to in sub-article 2 are not made via the employer, the deductions will be suspended until the participant resumes his work or starts to perform other work for the employer. Sub-article 5 of this article applies *mutatis mutandis*.

Sub-article 4

After resuming work within a calendar year, the participant may request the employer to deduct the amounts that have not been withheld on the basis of sub-article 3 as a single lump sum and to deposit this lump sum in the salary savings account.

Sub-article 5

The total savings deducted from the employee's salary under this Implementation Regulation may not in any calendar year exceed the amounts referred to in Article 11 (1) (h) (ii) of the Dutch Wages and Salaries Act. For 2004, this amount is fixed at **€613**. The term 'salary' for the purpose of this Implementation Regulation means the salary within the meaning of the Dutch Social Security (Coordination) Act.

Article 5

Sub-article 1

The savings amounts deducted in accordance with Article 4 must be immediately transferred to the participant's salary savings account after they are deducted.

Sub-article 2

In accordance with the provisions of the Act and the Implementation Regulation, the credit balance in the salary savings account is blocked and may only be used at the time and in the manner described in this Implementation Regulation.

Sub-article 3

No amounts may be credited to or remain in the salary savings account, other than:

- a. the deducted and/or allocated savings amounts;
- b. the interest earned thereon.

Sub-article 4

The participant may immediately use the interest referred to in the previous sub-article once it is credited to the salary savings account.

Sub-article 5

The participant may not dispose of or encumber the credit balance of the salary savings account.

Article 6

The participant may freely use the amounts deposited during any quarter once these amounts have remained in the salary savings account for 16 full quarters after the quarter in which they were credited. The amounts that are released in this way will be transferred to the unblocked portion of the savings account.

Article 7

Savings amounts that have remained in the salary savings account for less than 16 full quarters, may – regardless of the year in which they were deducted from the employee's salary – be used fully or partially for the purposes set out in sub-articles 1, 2 and/or 3 below.

The savings balances that are released in the salary savings account for the purposes referred to in sub-articles 1, 2 and 3, will be made available to the participant after he has submitted the relevant supporting vouchers to the Bank.

1. **Purchase of a home:** within six months of the participant or his spouse/partner entering into an agreement to purchase a home, for valuable consideration, as a main residence, including buying into a co-operative society whose members have the exclusive right on the sole basis of membership to use a property, or a separate part of such a property, belonging to the co-operative society.
2. **Life insurance premiums:** the payment of premiums under a life insurance agreement, provided these payments do not take place more than once per quarter and further comply with the conditions stated in Article 8.
3. **Savings agreement with life insurance:** regular deposits that the participant or his spouse/partner has undertaken to make in an agreement with a savings institution to save together with life insurance, provided this complies with the conditions stated in Article 8.

Childcare: the cost of childcare as referred to in the Dutch Childcare Provisions Act. On the termination of employment, the provisions of this Implementation Regulation will remain applicable to the credit balances available at that time, subject thereto that no further deductions and credits, as referred to in Articles 4 and 5, may take place.

Article 8

Sub-article 1

The life insurance agreement referred to in Article 7 (2) must:

1. comply with Article 1 (1) (b) of the Dutch Insurance Industry (Supervision) Act and be concluded with a life insurer as referred to in Article 1 (1) (g) of that Act;
2. be taken out by the participant or his spouse/partner, on his own life or that of his spouse or children, for whom the employee was or was deemed to have been entitled to child benefits under the Dutch Child Benefit Act (Bulletin of Acts and Decrees 1968, 24), as well as on the life of children who are entitled to student loans on the basis of the Dutch Student Finance Act on 1 January of the year in which the premium was paid;
3. have a term of at least four years, insofar as the time of payment is not determined by the death of the insured.

Sub-article 2

For the purpose of this article, the following are also regarded as premiums due under a life insurance agreement: regular deposits at an institution, as referred to in Article 2 (8) of the Implementation Regulation, which the employee or his spouse – or, if the employee is unmarried, a partner with whom he runs a household on a long-term basis – has undertaken to make under an agreement to save with life insurance.

Sub-article 3

The policy must form an unencumbered part of the participant's assets or those of his spouse or partner.

Article 9

The entire credit balance of the salary savings account will be made available to the employer for the benefit of the participant's heirs. For every full month during which employee savings are deducted over a period of four years, a pro-rata portion of the employee savings will be regarded as salary provided by the employer, and not employee savings, for the application of the Dutch Wages and Salaries Act 1964 and the Dutch Social Security (Coordination) Act.

Article 10

The Bank is entrusted by the employer to:

- a. administer the salary savings account;
- b. to take receipt of and retain the supporting vouchers, relating to the provisions of Article 7, on behalf of the employer;
- c. to debit the amounts, as instructed, from the savings account relating to permitted spending.

Article 11

Sub-article 1

Requests to transfer amounts from the savings balance must be submitted in writing to the Bank. These requests must be signed by the participant.

Sub-article 2

Participants are obliged to submit all supporting documents to the Bank, which it deems necessary for the performance of its duties referred to in Article 10.

Sub-article 3

The oldest amounts deducted for savings will be debited first in the case of each withdrawal from and reversal charged to the salary savings account.

Article 12

Sub-article 1

The salary savings account is opened using the dedicated form for this purpose, which is signed by the participant, and sent to the Bank via his employer.

Sub-article 2

The participant will be informed of developments in the salary savings account by means of a quarterly statement, after the end of each calendar quarter, which reflects all the transactions of that quarter and also splits the amounts into the blocked credit balance (savings portion) and unblocked credit balance, as well as interest that has been credited to the account. The statement also indicates the quarter in which deposits were made and the quarter in which balances will be released.

Interest is credited once a year and may be withdrawn without restrictions. The interest year runs from 16 November up to and including 15 November of the following year.

Sub-article 3

If the participant believes that a quarterly or annual statement does not reflect the correct credit balance, he must report this fact in writing to the Internal Audit Department of the head office of Nationale Nederlanden Financiële Diensten B.V., P.O. Box 95357, 1090 HJ Amsterdam.

Article 13

Sub-article 1

If participation in the scheme ends because of the termination of the employment relationship, or because the employee decides to stop participating, the employee savings scheme will not be discontinued. However, it will then no longer be possible to make deposits in the salary savings account. The other rights and obligations arising from this Implementation Regulation will remain in force.

Sub-article 2

If the participant requests the employer to temporarily suspend deductions from his salary, this will not be regarded as ending the participation if the participant so advises.

Sub-article 3

The employer must notify the Bank in good time if a participant's employment relationship is terminated.

Article 14

Sub-article 1

This Implementation Regulation entered into force as of 1 January 1994. The Bank is authorised to adapt future amendments and administrative provisions, insofar as these do not deviate from the applicable statutory rules.

The employer is aware that this Implementation Regulation has been drawn up according to the tax legislation that entered into force as of 1 January 1994, and insofar as this legislation was known at that time.

NWO's Employer Implementation Regulation XVI: Procedure for Objections in Personnel Matters

Basic principles

The following basic principles apply to preparing for and taking decisions regarding personnel:

1. NWO will carefully investigate the facts and weigh up the relevant interests in the matter.
2. Where appropriate, the employee will be given the opportunity to voice his opinion on the proposed decision.
3. Decisions will be taken in due time.
4. Decisions will be properly motivated and wherever objections or appeals are possible, this will be pointed out.
5. In the event of any escalation of a personnel-related problem, different ways of resolving the problem, for instance by way of alternative dispute resolution (such as mediation), will be considered in order to avoid legal proceedings.
6. If the employee chooses to file a formal objection against the decision, the provisions of the following articles will apply to the handling of that objection.

Article 1

Sub-article 1

An employee whose direct interests are affected by a decision of the competent authority concerning his employment may file a notice of objection against that decision.

Sub-article 2

An objection is made by submitting a notice of objection to the General Director of NWO.

Article 2

Sub-article 1

The notice of objection must be signed and contain at least the following:

- a. the name and address of the submitter;
- b. the date;
- c. a description/reference to the decision against which the objection is made;
- d. the grounds for the objection.

Sub-article 2

Where possible, a copy of the decision to which the dispute relates must be submitted together with the notice of objection.

Sub-article 3

The notice of objection must be submitted within six weeks of the date on which the decision was announced.

Sub-article 4

The employee will receive a written confirmation of receipt of the notice of objection.

Sub-article 5

The objection does not suspend the implementation of the contested decision.

Article 3

Sub-article 1

The General Director of NWO will request an opinion from the NWO Advisory Committee on Personnel Matters to assist in making a decision on the objection.

Sub-article 2

If the Committee was previously asked for an opinion on that decision in the phase prior to the objection, the Committee that issues the opinion on the objection must, where possible, be made up of different people to those who advised on the contested decision.

Article 4

Sub-article 1

No opinion will be requested if:

- a. the notice of objection gives cause to fully reverse the contested decision;
- b. the objection is obviously inadmissible;
- c. the objection is obviously unfounded.

Sub-article 2

In the cases referred to in the previous sub-article, the employee will not be heard.

Article 5

Sub-article 1

The Advisory Committee will give the employee the opportunity to be heard. He will be heard by the Committee.

Sub-article 2

The person submitting the notice of objection may submit further documents up to 10 days before the hearing.

Sub-article 3

The person submitting the notice of objection will be given back all documents relating to the matter at least one week before the hearing.

Sub-article 4

The hearing notice must draw the employee's attention to the provisions of sub-article 3.

Article 6

Sub-article 1

The hearing of the NWO Advisory Committee on Personnel Matters is not open to the public.

Sub-article 2

The Advisory Committee may appoint an expert to assist it in the case. The employee may, on request, bring forward his own witnesses and experts to be heard. The competent authority may also appoint experts to assist it in the case.

Sub-article 3

The employee is liable for the costs of his own witnesses and experts.

Article 7

Sub-article 1

Once the Advisory Committee deems that the employee's objection has been dealt with fully at the hearing, it will deliberate on the opinion to be issued.

Sub-article 2

The Advisory Committee will issue an opinion on the merits of the employee's objection and state the reasons for that opinion.

Sub-article 3

The opinion will be based on the submitted documents and the evidence at the hearing.

Sub-article 4

The decision regarding the opinion to be issued will be taken by the Advisory Committee on a majority of votes. If consensus cannot be reached on the opinion to be issued during deliberations, the decision that most corresponds to the feelings of the majority will be taken.

Article 8

The opinion, supported by reasons, will be signed by the chairperson and secretary, or their deputies (where relevant) and sent to the General Director of NWO.

A certified copy of the opinion, intended for the employee, will be sent at the same time to the competent authority.

Article 9

The General Director of NWO must make a decision within 10 weeks of receipt of the notice of objection. If the Advisory Committee has not been requested to issue an opinion, the period for making the decision will be six weeks.

The General Director of NWO must communicate his reasoned decision on the objection in writing to the employee.

Article 10

If the Advisory Committee issued an opinion, the General Director of NWO must send a copy of that opinion together with the decision to the employee and send a copy of his decision to the Advisory Committee.

Article 11

If special procedures for personnel matters have been adopted by NWO, they will take priority over these general procedures.

Article 12

This Implementation Regulation, which may be cited as General Procedures for Objections in Personnel Matters, entered into force on 8 March 1994.

NWO's Employer Implementation Regulation XVII: Interns

Article 1: General

The term 'interns' refers to someone with whom NWO has entered into an internship contract.

Article 2: Scope of Application

Interns do not fall within the scope of application of the Research Institutes Collective Labour Agreement and the other NWO implementation regulations. This Implementation Regulation details the legal position that applies to interns.

Article 3: Internship Contract

Sub-article 1

An internship contract will be concluded among NWO (as the internship provider), the educational institution and the intern, and will at least include the following:

- a. the name of the educational institution;
- b. the name and address of the intern;
- c. the duration of the internship;
- d. the place where the intern will perform his activities;
- e. the name of the intern's supervisor;
- f. the name of the intern's lecturer;
- g. the working hours;
- h. the intern's remuneration;
- i. the applicable social insurances;
- j. holiday arrangements;
- k. the internship programme.

Sub-article 2

The internship provider must ensure that the parties involved each receive a copy of the internship contract signed by all parties.

Article 4: Internship Programme

Sub-article 1

The internship provider and intern will draw up an internship programme in consultation with the intern's lecturer, which will at least include the following:

- a. the internship assignment;
- b. a schedule of the internship assignment;
- c. the times at which the internship provider and intern will discuss the progress of the internship and the intern's performance;
- d. the arrangements regarding the manner and time(s) of reporting;
- e. the presentation of a copy of every internship report by the intern to his supervisor.

Sub-article 2

The internship programme forms part of the internship contract.

Article 5: Intern's Remuneration

Sub-article 1

The amount of the intern's remuneration depends on the level of training for which the internship is done.

Sub-article 2

The monthly remuneration amounts:

- in the case of lower vocational training, to €190 gross per month;
- in the case of intermediate vocational training, to €230 gross per month;
- in the case of higher vocational training, to €280 gross per month;
- in the case of university education, to €320 gross per month;

Sub-article 3

No remuneration will be paid if the internship is shorter than one month.

Sub-article 4

The remuneration for a part-time intern will be determined in proportion to the part-time percentage.

Sub-article 5

In consultation with the intern and the educational institution, it may be agreed that the intern's remuneration is paid over to the educational institution.

Article 6: Commuting Expenses

Sub-article 1

Interns who must incur additional travelling expenses due to the distance between their place of residence and place of internship compared with when attending their educational institution will be eligible for a travelling allowance according to the Implementation Regulation on Commuting and Removal Expenses (Implementation Regulation V).

Sub-article 2

If the intern has been given an annual public transport pass on the basis of the Dutch Student Finance Act for travel on working days, no travelling allowance will be paid for commuting unless travel by public transport is not possible.

Sub-article 3

In special cases, an intern may be granted an allowance for guesthouse expenses in accordance with Article 10.6 of the Research Institutions Collective Labour Agreement.

Article 7: Leave

The internship contract will determine when the intern is entitled to take leave, which will depend on the nature, duration and specifics of the internship and the timetable of the educational institution.

Article 8: Insurance

If not already insured via the educational institution, interns will be insured by NWO against liability for damage/injury caused to third parties during the performance of the assigned activities.

NWO's Employer Implementation Regulation XVIII: Computer Glasses

Article 1: General

Sub-article 1

In the event of visual impairments that may be the result of working with a computer monitor, each employee will be given the opportunity to have an eye examination carried out to test their eyesight.

Sub-article 2

Before an examination referred to in sub-article 1 can take place, the employee must contact the HRM Department of the institute or office itself.

Sub-article 3

The employee may undergo an examination, as referred to in sub-article 1, if he is in possession of the Application Form for Computer Glasses provided by the HRM Department.

Sub-article 4

NWO has entered into an agreement with Pearle BV for the purchase of computer glasses for its employees.

Article 2: Procedure

Sub-article 1

a. As a rule, an employee who wishes to qualify for an allowance towards the cost of purchasing computer glasses must make use of the services of Pearle BV.

b. A departure from the provisions of paragraph a is only possible on medical grounds and after obtaining prior consent from the HRM Department.

Sub-article 2

If the optician believes that the opinion of the NWO medical officer and/or an ophthalmologist is advisable before purchasing computer glasses, he must state this on the application form.

Sub-article 3

The optician must attach a calculation of the cost of purchasing computer glasses to the application form.

Sub-article 4

The cost of purchasing computer glasses will only be reimbursed if the employee had prior consent from the HRM Department to purchase the glasses.

Article 3: Allowance

Sub-article 1

The cost of ready-to-use Dataview (simple/Officeview/Variview) computer glasses will be fully reimbursed.

Sub-article 2

The cost of custom-made computer glasses will be reimbursed as follows:

- the lens will be fully reimbursed, with the exception of the cost of specifications not required for working with a monitor (such as tinted or thin lenses);
- a maximum of €50 will be paid for the frame.

Sub-article 3

The cost of extending the standard one-year guarantee to a two-year all risk guarantee will be fully reimbursed.

Article 4: Replacement

An allowance for replacing the computer glasses will be possible once every two years, after a new eye test, provided this shows that the strength of the lens must be adapted.

NWO's Employer Implementation Regulation XIX: Other Allowances and Indexation

Article 1: Meal Allowance for Overtime Work

If an employee works overtime on his manager's instructions and is reasonably unable to eat at home, he will be reimbursed for the reasonable and fair meal expenses that he incurs, on submission of the relevant invoices.

Article 2: Telecommunications Allowance

Sub-article 1

An employee who uses telecommunication equipment for his work may be granted an allowance towards the expenses thereof.

Sub-article 2

The allowance to employees for the use and/or installation of telecommunication equipment will be granted in accordance with tax legislation and will not exceed the annual amount stated in Appendix 6 to the Implementation Regulations.

Sub-article 3

The claim to an allowance will only exist if the employee's direct manager determines in writing that the employee is eligible for an allowance under this Implementation Regulation.

Article 3: Standby Services

Sub-article 1

The allowance to employees who must be contactable at home by telephone exclusively for their work (standby services) will not exceed the amount stated in Appendix 6 to the Implementation Regulations.

Article 4: Indexation

The maximum amounts in relation to:

- commuting, Implementation Regulation V, Article 1
- transport expenses for a national move, Implementation Regulation V, Article 3 (2) and (3)
- standby services, Implementation Regulation XIX, Article 3
- telecommunication, Implementation Regulation XIX, Article 2

will be indexed each year on the first of January on the basis of Statistics Netherlands' (CBS) consumer price index (CPI) and the amounts of allowances will be rounded off to whole euro figures.

NWO's Employer Implementation Regulation XX: Long-Service Award

Article 1: Claim to Long-Service Award

A long-service award will be made to an employee when he reaches 25 or 40 years of service.

Article 2: Amount of Award

The award amounts to half a month's remuneration in the case of 25 years of service and a full month's remuneration in the case of 40 years of service, rounded up to the next €5. The term 'remuneration' means remuneration as referred to in Article 1.1.2 of the Research Institutions Collective Labour Agreement.

Article 3: Length of Service

The length of service for the purpose of a long-service award is the time served as an employee of one of the employers belonging to the Employers' Association of Research Institutions (WVOI) and/or as an employee of one of the Dutch universities belonging to the Association of Universities in the Netherlands (VSNU).

NWO's Employer Implementation Regulation XXI: Lifelong Savings Scheme

Background

The Dutch Early Retirement, Pre-Pension and Lifelong Savings Act (VPL Act) came into force on 1 January 2006. The purpose of the Act is to allow people to be employed for longer periods in the labour process. The Act creates a new opportunity to save for long-term leave. The outlines for a lifelong savings scheme, as referred to in the Act, are defined in the Research Institutions Collective Labour Agreement under Article 5.23 (Lifelong Leave). The employer NWO has documented this lifelong savings scheme in order to administer the saving for and taking of lifelong savings scheme leave with the consent of the Central Works Council.

Under the lifelong savings scheme, part of the gross salary may be saved in order to finance a period of unpaid leave in the future. The savings sources are the employee's gross salary and/or holidays over and above the statutory entitlement.

The lifelong savings scheme may be used for any type of long-term leave, such as long-term carer's leave, a sabbatical, parental leave, educational leave, leave prior to retirement and other long-term unpaid leave. The salary saved for the lifelong savings scheme must be deposited in a lifelong savings scheme account at a financial institution. The savings belong to the saver, but may only be used for the defined purposes. This method of saving for leave may be attractive because of the tax-friendly treatment of the savings. The administration of lifelong savings (saving, withdrawal and payment of lifelong savings scheme credit balances) and lifelong savings scheme leave (duration, scope, timing and frequency of the leave, and exclusions or limitations for specific categories of employees) are detailed further in this Implementation Regulation.

Article 1: Definitions

In this Implementation Regulation, the terms below have the stated meaning:

1. RI-CLA Research Institutes Collective Labour Agreement
2. Withholding agent: The party that is obliged by law to deduct taxes and social security charges from the salary that it pays.
3. Deposit period: The period during which the monetary provision accrues as part of this lifelong savings scheme.
4. Annual income: Taxable salary as referred to in Article 9 of the Dutch Wages and Salaries Tax Act 1964.
5. Lifelong savings scheme institution: A credit institution or insurer, as referred to in Article 19g (3) of the Dutch Wages and Salary Tax Act 1964, that is chosen by the employee.
6. Lifelong savings scheme salary: The salary that is paid via the employer to the employee at the employee's request and with the consent of the employer when unpaid leave is taken.
7. Lifelong savings scheme: A scheme facilitated by the employer which aims at creating a monetary provision solely for the purpose of taking a period of unpaid leave.
8. Lifelong savings scheme account: A blocked account held in the name of the employee at a lifelong savings scheme institution where a lifelong savings scheme credit balance accrues.
9. Lifelong savings scheme credit balance: The monetary provision that accrues under a lifelong savings scheme, plus the income generated and returns earned thereon, which may be used for the lifelong savings scheme salary during unpaid leave.
10. Lifelong savings scheme insurance: An insurance policy held in the name of the employee at a lifelong savings scheme institution where a lifelong savings scheme credit balance accrues.
11. Withdrawal period: The period during which unpaid leave is taken and lifelong savings scheme salary is received.

12. Reference date: The first day of the month in which the employee has submitted an application, as referred to in Article 4, or the request, as referred to in Article 4.
13. Employer: The body or legal person that is authorised to enter into an employment relationship within the meaning of this CLA³.
14. Employee: The person who is appointed as a public servant within the meaning of the Dutch Central and Local Government Personnel Act (Bulletin of Acts and Decrees 1929, 530), as well as the person who performs work in the service of the employer pursuant to an employment contract as referred to in Article 610, Book 7 of the Dutch Civil Code.

Article 2

1. The lifelong savings scheme is part of the Customised Working Conditions Regulation (AVOM), as included in Article 1.8 of the RI-CLA.
2. The provisions of the RI-CLA (in particular, Article 5.23) apply to the lifelong savings scheme leave.

Article 3: Scope of Application

The lifelong savings scheme has been open to all employees who have an employment relationship with the employer, referred to in Article 1 (13), as of 1 January 2006.

Article 4: Application for the accrual of a lifelong savings scheme credit balance

1. The employee may submit an AVOM application once a year in order to use one or more of the sources, as referred to in RI-CLA, Appendix 6 under 3 of the AVOM, for the purpose of the lifelong savings scheme.
2. The monetary provision to be saved each calendar year for lifelong savings scheme leave may not amount, after any possible conversion, to more than 12% of the gross annual income of that year in accordance with the applicable tax legislation.
3. The salary and holiday leave hours from AVOM sources may be used for the purpose of saving under the lifelong savings scheme up to a maximum of 12% of the gross annual income.
4. The maximum percentage of 12% of the gross annual income, as referred to in sub-articles 2 and 3, does not apply to employees who were born between 1 January 1950 and 1 January 1955.

Article 5: Procedural arrangements regarding the lifelong savings scheme deposit

1. The AVOM application referred to in Article 4 must be resubmitted every year. The application must include the following information:
 - a. the lifelong savings scheme institution;
 - b. the number of the lifelong savings scheme account or the policy or other number of the lifelong savings scheme insurance;
 - c. the maximum amounts or percentages from the sources that will be deposited;
 - d. whether the aforementioned amount must be deposited as a lump sum or in monthly instalments;
 - e. in the event of a monthly deposit, the total amount or percentage will be apportioned proportionately over the remaining months of the calendar year;
 - f. a statement from the employee which evidences:
 - i. that he is familiar with the content of this lifelong savings scheme;
 - ii. whether he has accrued a lifelong savings scheme credit balance during one or more employment relationships that have meanwhile been terminated and, if so, what the extent of that was on 1 January of the calendar year in which the statement was signed;
 - iii. whether he has a leave savings account, as referred to in Article 36a (2) of the Dutch Wages and Salaries Tax Act 1964, and what the last known balance of that account is;
 - iv. that he will not build up any monetary provision under this scheme during the calendar year in which he saves salary at a withholding agent under an employee saving scheme, as referred to in Article 32 of the Dutch Wages and Salaries Tax Act 1964;
 - v. that he agrees that all or part of his lifelong savings scheme credit balance will be paid to the employer in the situations as referred to in Article 9 of this scheme, so that the employer can make the necessary statutory deductions and then pay the lifelong savings scheme salary to him;
 - vi. that he agrees that the lifelong savings scheme institution provides information regarding the extent of the lifelong savings scheme credit balance to the employer.

³ In this case, NWO.

2. In the case of a first application, a statement from the lifelong savings scheme institution must be attached, evidencing that this institution:
 - a. will act in accordance with the provisions of this scheme and the Implementation Regulation on Wages Tax 2001 with regard to the lifelong savings scheme account or the lifelong savings scheme insurance;
 - b. will provide a statement of the lifelong savings scheme credit balance to the employer immediately after the end of each calendar year, on 1 January of the following calendar year;
3. If a lifelong savings scheme credit balance has accrued during one or more employment relationships that have meanwhile been terminated: a statement from the lifelong savings scheme institution where the credit balance accrued, indicating the number of calendar years during which the employee saved, the balance of the lifelong savings scheme tax credit that is still to be taken and the balance of the accrued lifelong savings scheme credit balance on 1 January of the current calendar year.
4. The application for withdrawal of the lifelong savings scheme salary must be submitted at least two calendar months prior to the month in which the unpaid leave to be financed by the lifelong savings schemes salary, as referred to in Article 10, must start.

Article 6: Specific provisions regarding the lifelong savings scheme deposit

1. The employer will grant the application referred to in Article 4 on the basis of the then known information, within 30 calendar days of the date of submission of the application, unless the lifelong savings scheme credit balance, plus:
 - a. the lifelong savings scheme credit balance from one or more employment relationships that have meanwhile been terminated; and/or
 - b. the balance of the leave savings scheme, as referred to in Article 36a (2) of the Dutch Wages and Salaries Tax Act 1964,
 is, on 1 January, equal to or more than 2.1 times, or 210% of the annual income for the preceding calendar year.
2. A salary reduction may be disregarded for the application of the first sub-article, insofar as this is the result of accepting a part-time position or a lower qualified position in the period that commences ten years immediately before the retirement date, provided that the extent of the employment does not decrease by more than 50% if a part-time position is accepted.
3. A request by the employee for the interim alteration of the granted application may only be accepted if the employer deems it necessary.
4. The deposit as referred to in Article 4 will be placed by the employer in the lifelong savings scheme account or transferred as the premium for the lifelong savings scheme insurance, as far as possible in the month in which the sources designated by the employee pay out.
5. The employee may not directly deposit or have funds directly deposited in his lifelong savings scheme account or lifelong savings scheme insurance.
6. If more than 12% of the annual income is deposited in any calendar year, the surplus amount will be paid by the lifelong savings account institution to the employer and then paid by the employer to the employee as salary.

Article 7: Exoneration

The employer is not liable for the consequences of arrangements made by the employee with the lifelong savings scheme provider in relation to the type of insurance, the associated risks, the return or any other consequence. It is likewise not liable for the consequences of inaccurate or incomplete information provided by the employee. The statutory obligations of the employer that arise from the administration of the lifelong savings scheme are an exception hereto.

Article 8: End of savings period

The savings period will end no later than the start of the second month following that in which the employee made such a request to the employer.

Article 9: Lifelong savings scheme credit balance

1. The lifelong savings scheme credit balance may only be used:
 - a. for the purpose of paying the lifelong savings schemes salary;
 - b. for its own purpose in a claim as referred to in Article 16.6 of the Pension Regulations of the Stichting Pensioenfondsen ABP, provided that after the conversion the claim will still remain within the limits laid down in or pursuant to Chapter IIB of the Dutch Wages and Salaries Tax Act 1964.
2. The lifelong savings scheme credit balance may not in any way be surrendered, disposed of or waived, or formerly or factually offered as the subject of security, other than for the purpose of the pledge referred to in Article 61k of the Implementation Regulation on Wages Tax 2001.

Article 10: Period of unpaid leave to be financed with the lifelong savings schemes salary

1. The employee may use the lifelong savings schemes salary for the following types of unpaid leave:

- a. Long-term, full-time leave for the purpose of a career break
The employee may agree with the employer in writing to take long-term, unpaid leave for the purpose of a career break (sabbatical or recreational). The unpaid leave may be taken in conjunction with other forms of paid leave.
- b. Long-term, part time leave
The employee may agree with the employer to take long-term, unpaid, part-time leave. The unpaid leave may be taken in conjunction with other forms of paid leave.
- c. Full or partial early retirement
The employee may agree with the employer in writing to retire early, prior to going on pension, possibly for a portion of the agreed working hours. The commencement and extent of the full or partial early retirement will be subject to consultation and agreement between the employer and the employee.
- d. Extended palliative carer's leave
In the event of the serious illness of his spouse, partner, parents, foster parents or a relative with whom he lives, the employer will be entitled to a maximum of one month palliative leave to care for the relevant family member. The duration of the palliative carer's leave may be extended at the employee's request and is subject to consultation between the employer and the employee.
During the first month of the extended palliative carer's leave, the employee will be entitled to 50% of his salary. After the end of this month, the palliative carer's leave will be unpaid.
- e. Unpaid parental leave
An employee who has worked for the employer for at least one year will be entitled to unpaid parental leave to look after a child belonging to his family, aged from 0 to 8, in accordance with Articles 5.15, 5.16, 5.17 and 5.18 of the RI-CLA.
Under specific conditions, a portion of this leave will be regarded as extraordinary leave with pay [paid parental leave, CLA Article 5.19 (2)].
- f. Study leave
An employee who was granted partial study leave under Article 6.2 (3) of the RI-CLA may take unpaid leave for the portion of the study leave that has not been granted.

Article 11: Procedural arrangements regarding lifelong savings scheme withdrawals

1. The intention to take long-term unpaid leave, on a full-time or part-time basis, as referred to in Article 10 (1) (a) (b) (c) and (f), must be communicated in writing to the employer at least three months in advance. This period does not apply if the leave is going to be used for parental leave, as referred to in Article 10 (e). In this case, the applicable period is two months. If the time of commencement of the leave cannot be reasonably predicted, the application must be immediately submitted once it is reasonably predictable.
2. The employer will assess the possibility of the employee taking lifelong savings scheme leave on the basis of the statutory and CLA criteria that apply for taking the type of leave for which the employee wishes to use the lifelong savings scheme leave.
3. If the employer does not agree to the leave application, it must notify the employee in writing, together with reasons, within one month of receipt of the request.

Article 12: Dismissal/Resignation

1. Insofar as the regulations of the lifelong savings scheme institute provide for this, the employee may notify the employer in writing that he wishes, in the event of dismissal/resignation, to have the credit balance:
 - a. fully or partially paid out;
 - b. fully or partially transferred to the lifelong savings scheme of a new employer.
2. If the request as referred to in sub-article 1 is not made, the lifelong savings scheme credit balance will remain at the lifelong savings scheme institution subject to that institution's applicable conditions.

Article 13: Death

In the event of death, any lifelong savings scheme credit balance will be paid to the employer's heirs according to the applicable conditions of the lifelong savings scheme institution.

Article 14: Effective Date

1. This Implementation Regulation entered into force on 1 January 2006.
2. This Implementation Regulation will be cited as NWO's Lifelong Savings Scheme.

NWO's Employer Implementation Regulations – Appendix 1

Code of Conduct concerning Sexual Intimidation, Aggression, Violence and Discrimination

Basic Position

Respect should be the basis of mutual exchanges among employees (and the organisation). Manners are a consequence of that respect. The purpose of this Code of Conduct concerning sexual intimidation, aggression, violence and discrimination is to provide for a complaints procedure to prevent and combat sexual intimidation, aggression, violence and discrimination in the workplace.

In addition, this code of conduct is part of the preventative policy concerning sexual and other intimidation, aggression, violence and discrimination. As part of the NWO personnel policy, this policy is implemented through:

- the adequate publication of this code;
- the identification of the risks with regard to undesirable behaviour as part of risk assessment and evaluation under the Dutch Working Conditions Act;
- the removal or reduction of risks with regard to undesirable behaviour.

Article 1: Definitions

Sexual intimidation: undesirable sexual overtures, requests for sexual favours or other verbal, non-verbal or physical behaviour of a sexual nature, during which one of the following also applies:

- submission to such behaviour is either explicitly or implicitly made a condition for the employment of a person;
- submission to or refusal of such behaviour may be used or also be used by a person as the basis for decisions affecting the work of this person;
- such behaviour is *intended* to affect the work-related performance of a person and/or create an intimidating, hostile or unpleasant working environment, or *results* in the work-related performance of a person being affected and/or an intimidating, hostile or unpleasant working environment being created or the employee feeling sexually or otherwise intimidated or treated in a hostile way.

Aggression and violence: incidents during which an employee is psychologically or physically pestered, threatened or attacked, under circumstances that relate directly to the performance of the work.

Discrimination: the unjust and disparate treatment of people on the basis of their religious conviction, philosophy of life, political convictions, race, sex, nationality, sexual orientation, marital status, handicap or chronic illness, age or other grounds.

Complainant: the person who turns to the confidant or submits a complaint to the competent authority or General Director of NWO.

Accused: the person against whom the complaint is made.

Article 2: General

Sub-article 1

This complaint procedure applies to personnel of the employer NWO.

Sub-article 2

The General Director of NWO will appoint a confidant.

Sub-article 3

An employee who is faced with sexual intimidation, aggression, violence and/or discrimination may submit a complaint to the General Director of NWO. The General Director must immediately forward the complaint to the NWO Advisory Committee on Personnel Matters. The employee may also turn firstly to the confidant, following which a complaint can be submitted to the General Director, if necessary.

Sub-article 4

Once the investigation by the Advisory Committee on Personnel Matters, as referred to in Article 4, is underway, the competent authority may take the measures that it deems necessary to keep the relationship between the parties involved viable, so that work can carry on as normal.

Article 3: The Confidant

Sub-article 1

The NWO confidant only acts following a direct request from a complainant, guarantees confidentiality and may mediate between the complainant and the accused at the complainant's request.

Sub-article 2

If a complainant turns to the confidant, the events will be discussed in detail without that necessarily leading directly to investigation and the complainant may be referred to support agencies outside NWO.

Sub-article 3

The confidant's duties include:

- a. acting as a contact point for complainants;
- b. acting as a mediator between the complainant and the accused, at the complainant's request;
- c. advising complainants on any further steps to be taken;
- d. assisting complainants, on request, who are considering submitting a complaint;
- e. submitting an annual report to the General Director of NWO and the co-determination bodies;
- f. calling attention to problem areas;
- g. providing solicited and unsolicited advice on the policy to be developed with regard to sexual intimidation, aggression, violence and discrimination.

If the complainant decides to submit a formal complaint to the General Director of NWO, the confidant may only play an advisory and support role in this regard. The confidant may not provide any legal assistance.

Article 4: NWO Advisory Committee on Personnel Matters

Sub-article 1

The NWO Advisory Committee on Personnel Matters is responsible for investigating a complaint forwarded by the General Director of NWO and issuing an opinion in this regard to the General Director.

Sub-article 2

A complaint must be submitted to the General Director of NWO no later than three years after the incident of sexual intimidation, aggression, violence and/or discrimination took place, unless special circumstances have forced the complainant to delay submitting the complaint.

Sub-article 3

The NWO Advisory Committee on Personnel Matters is assisted by an official secretary. This secretary is appointed by the General Director of NWO and has no vote on the committee.

Article 5: Procedure of the NWO Advisory Committee on Personnel Matters

Sub-article 1

The complainant must submit a complaint in writing to the General Director of NWO. The complaint must be marked 'confidential' and contain at least the following:

- a. the complainant's name, address and town/city;
- b. the name of the accused(s);
- c. a description of the complaints;
- d. a description of the steps taken by the complainant, as well as any accompanying documentation.

Sub-article 2

The General Director must hand over the letter in person to the official secretary of the NWO Advisory Committee on Personnel Matters. The secretary must ensure that the complaint is sent in a strictly confidential manner to the committee members.

Sub-article 3

Within two weeks of submission of the complaint, the NWO Advisory Committee on Personnel Matters will assess whether the complainant has a cause of action and notify the complainant and General Director thereof and provide reasons for its finding. If required, the committee can obtain information from the confidant if the complainant involved the confidant earlier. If the Advisory Committee on Personnel Matters finds that the complainant does not have a cause of action, the General Director will make a reasoned decision within four weeks of receipt of that finding.

Sub-article 4

If the complainant is found to have a cause of action and the complaint is taken under consideration, the NWO Advisory Committee on Personnel Matters will send a copy of the complaint and the documents submitted to it to the accused.

Sub-article 5

When considering the complaint, the NWO Advisory Committee on Personnel Matters will hear the complainant and the accused separately. A report will be prepared of both hearings. The confidant may attend the hearing of the complainant, if the complainant so requests.

Sub-article 6

Both the complainant and accused may be assisted by legal counsel.

Sub-article 7

If the accused does not appear after being summoned to do so by the NWO Advisory Committee on Personnel Matters, the committee may request the General Director of NWO to instruct the accused to appear before the committee.

Sub-article 8

Meetings of the NWO Advisory Committee on Personnel Matters are not open to the public.

Sub-article 9

The NWO Advisory Committee on Personnel Matters will issue its written report to the General Director of NWO, within six weeks of submission of the complaint to the General Director of NWO. This report will include an opinion.

Sub-article 10

The NWO Advisory Committee on Personnel Matters may postpone the issuing of the report for no more than four weeks. The General Director of NWO, the complainant and the accused must be given notice hereof together with reasons.

Article 6: Management Decision

Sub-article 1

Within two weeks of receipt of the report and opinion from the NWO Advisory Committee on Personnel Matters, the General Director of NWO will make a decision regarding the complaint. This decision must be immediately communicated to the complainant and the accused. A copy of the complaint will be sent to the committee.

Sub-article 2

If the General Director's decision differs from the committee's opinion, this must be motivated in the decision.

Sub-article 3

Both the complainant and the accused may file an objection against the General Director's decision within six weeks, following which the objection procedure according to the Dutch General Administrative Law Act will come into effect.

Article 7: Final Provision

Complainants, confidants and the official secretary of the NWO Advisory Committee on Personnel Matters may not be prejudiced in their position at NOW because of their aforementioned actions.

NWO's Employer Implementation Regulations – Appendix 2

NWO's Employer Whistleblower Scheme

Introduction

For NWO, integrity in its actions is an essential prerequisite to being able to carry out its statutory duties. Integrity begins with the honest behaviour of its employees. The employees are aware that the NWO manages public money and that it has a social responsibility to deal with those funds carefully and in the interests of society.

The operating procedures at NWO are structured so as to maximally support the upright dealings of the organisation. This means, for instance, a transparent and objective procedure for granting subsidies and the strictly organised management of and accounting for financial resources entrusted to NWO.

Integrity in the sense of careful and responsible actions with regard to the content of the work, assumes that the employee is similarly orientated towards 'society' as the NWO organisation itself. Concepts such as openness, justice and safety have a greater social slant in this context and it is expected of the employee to know when it is appropriate to keep silent, or to discuss matters openly. In this regard, the term 'good citizenship' is perhaps more fitting than the term 'integrity'.

This whistleblower scheme provides the opportunity in the various, aforementioned areas to raise the issue of malpractices that may affect integrity in an ordered manner. The scheme is however intended as a last resource. In an ideal world, it would not be necessary to ever blow the whistle if NWO employees were in fact always aware of the importance of acting honestly in their work and if a culture prevailed in which this could also be properly debated.

General aspects of the whistleblower scheme

Culture and behaviour go hand in hand and 'integrity' is therefore rather a verb than a concept. Integrity in one's actions is something that must be able to be openly discussed among colleagues and between managers and employees. The formal whistleblower procedure should only come into play if there are actual malpractices. Malpractices exist, for instance, if there is a gross violation of regulations or serious offences.

When the whistle is blown, this may have substantial consequences for both the whistleblower and the accused. The whistleblower must be aware of the possible impact of his formal actions.

The whistleblower may never be prejudiced in his position at NWO for blowing the whistle. The scheme must therefore also protect the whistleblower's position. On the other hand, the scheme is not intended to give an employee a licence to make rash accusations or cause obvious intentional harm to his colleagues or the organisation.

The employee or department against whom or which the accusation is made is considered 'innocent until proven guilty'. This means that the process following the receipt of a report is based on the objective assessment of a suspected malpractice and that fault or blame is not addressed before the competent person finds that there has indeed been a malpractice.

According to the definition in the Declaration of the Dutch Labour Foundation, 'whistleblowing' means:
The external revelation by an employee (whistleblower) of suspected illegal or immoral practices that take place under the responsibility of the employer and on account of which a significant social interest is at stake (to people who would possibly undertake action against it).

A procedure has been set up for NWO which makes it possible to firstly internally report and investigate suspected malpractices. If the employee does not agree with the outcome of the internal procedure, he may report the malpractice to an external committee.

Different whistleblower schemes have been established for complaints within NWO. The definition of malpractices has been based on the central government's whistleblower scheme and involves significant malpractices. However, it has been decided not to make the definition more explicit. If a suspected malpractice is raised, it must be possible to interpret the definition broadly enough so that suspected malpractices can be dealt with appropriately.

Article 1: *Definitions, Scope of Applicability and Protection of the Whistleblower*

1. In this Implementation Regulation, the terms below have the stated meaning:
 - a. a suspected malpractice: a suspicion based on reasonable grounds that one or more of the following has occurred under NWO's responsibility:
 1. a serious offence;

2. a gross violation of regulations or policy rules;
 3. misleading the judiciary;
 4. a significant danger for public health, safety or the environment; or
 5. the intentional withholding of information about these offences, on account of which a significant social interest is at stake.
- b. the employee: every person employed by the employer NWO, as well as third parties who work under the hierarchical supervision of a NWO employee under the instructions of the employer NWO.
 - c. the confidant: the person appointed by the General Director to whom the employee can internally and confidentially report a suspected malpractice;
 - d. the reporting centre: the independent committee appointed by the General Board to which the employee can externally report a suspected malpractice;
 - e. the Management Board: the Management Board of the institute or office itself;
 - f. the General Director: the General Director of NWO.
2. The NWO's Employer Whistleblower Scheme applies to every report by an employee of a suspected malpractice.
 3. NWO must ensure that the employee who raises the issue of a suspected malpractice under this scheme is not prejudiced in his position at NWO, unless the whistleblower scheme is abused.

Internal Procedure

Article 2: Internal Reporting

1. An employee who wishes to report a suspected malpractice must report it to his direct manager or to this person's manager if he does not wish to report the matter to his direct manager, or to the confidant appointed by the General Director.
2. The manager or confidant must ensure that the Management Board is immediately advised of the report of a suspected malpractice and the date on which the report was received. If this suspected malpractice involves the Management Board itself, the manager or confidant must ensure that the General Director or General Board of NWO is immediately advised of the report of a suspected malpractice and the date on which the report was received.
3. If the employee has reported a suspected malpractice to the confidant, the confidant will also inform his manager, unless doing so would mean that the employee's identity could be immediately exposed, contrary to his specific request that his identity remain confidential. In that case, a higher ranking manager will be informed. The employee may request the confidant not to reveal his identity. The employee may retract this request at all times.
4. Once a suspected malpractice is reported, the Management Board will immediately start an investigation.
5. The Management Board will send an acknowledgement of receipt to the employee who reported the suspected malpractice. The acknowledgement of receipt will set out the suspected malpractice and exactly when the employee reported it to the manager or confidant. If the employee has requested that his identity not be made known to the Management Board, the Management Board will send the acknowledgement of receipt to the confidant.

Article 3: Reaction with Stated Position

1. The Management Board will inform the employee or the confidant, if the employee has requested that his identity not be made known to the Management Board, of its position regarding the reported suspected malpractice within six weeks, in writing.
2. If the position cannot be stated within six weeks, the Management Board may postpone the matter for up to four weeks. The Management Board will notify the employee or the confidant hereof in writing.

External Procedure

Article 4: *The Reporting Centre*

1. The General Board of NWO will appoint one or more people who will constitute the reporting centre. As a rule, the members of the reporting centre will be appointed for a period of five years, which may be extended by five years on two occasions.
2. The reporting centre is responsible for investigating a suspected malpractice reported by the employee and advising the General Director thereon.
3. The members of the reporting centre are independent from NWO. They have no employment relationship with NWO and there is no relationship of authority between NWO and the members of the reporting centre.
4. If the reporting centre consists of several people, the General Board may appoint a chairperson and secretary.
5. At the request of the reporting centre, NWO will supply secretarial support.

Article 5: *Reporting to the Reporting Centre.*

1. The employee may report a suspected malpractice to the reporting centre, if:
 - a. he does not agree with the decision referred to in Article 3;
 - b. he does not receive any notice of the Management Board's position within the periods referred to in Article 3.
2. The employee may request the reporting centre not to reveal his identity. He may retract this request at all times.

Article 6: *Confirmation of Receipt and Investigation*

1. The reporting centre will acknowledge receipt of a report of a suspected malpractice to the employee who made the report and notify the General Director thereof.
2. If the reporting centre regards it necessary to carry out its duties, it will conduct an investigation.
3. In order to investigate the report of a suspected malpractice, the reporting centre has the authority to gather all information that it regards necessary to formulate its opinion from the Management Board and/or the General Director.
4. When the content of specific information provided by the Management Board and/or the General Director may only be examined by the reporting centre because of its confidential nature, the reporting centre will be informed thereof.

Article 7: *Inadmissibility*

The reporting centre will advise the General Director, with reasons, to declare the report inadmissible if:

- a. the malpractice is not sufficiently serious;
- b. the employee has not followed the procedure referred to in Article 2; or
- c. the employee has followed the procedure referred to in Article 2, but the periods referred to in Article 3 have not yet expired.

Article 8: *Detailed Opinion from the Reporting Centre*

1. If the reported suspected malpractice is admissible, the reporting centre will set out its findings in that regard in the form of an opinion to the General Director within six weeks of receipt of the report. The reporting Centre will notify the employee that it has issued an opinion.
2. If the opinion cannot be provided within six weeks, the reporting centre will inform the General Director, and this period may be extended up to a maximum of four weeks. The General Director will inform the employee hereof in writing.
3. The opinion will be given in an anonymous manner, taking into account the possible confidential nature of the information provided to the reporting centre and the applicable statutory provisions, and will be published in a way that the reporting centre deems appropriate, unless publication is precluded by compelling reasons. NWO will be liable for the costs of publication. The opinion will not be published before the General Director has notified the employee who reported the suspected malpractice of his further position.

Article 9: *Further Position*

1. The General Director will define his further position, based on the opinion of the reporting centre as referred to in Articles 7 and 8, within two weeks and notify the employee or the confidant, if the employee has requested that his identity not be revealed, thereof in writing.
2. The employee or the confidant will also receive a copy of the opinion, as referred to in Articles 7 and 8, taking into account the possible confidential nature of the information provided to the reporting centre and the applicable statutory provisions.

Article 10: Report

1. The General Director of NWO will report to the Central Works Council once a year on the malpractices reported to the reporting centre.
2. The report will refer to the following in an anonymous manner, taking into account the applicable statutory provisions:
 - a. the number and nature of reports of suspected malpractices;
 - b. the number of reports that did not result in an investigation;
 - c. the number of investigations that the reporting centre has conducted;
 - d. the number and nature of the opinions that the reporting centre has issued;
 - e. the nature of the further positions defined on account of the issued opinions.

*Final Provision***Article 11: Effective Date and Publication**

1. This Implementation Regulation entered into force on 1 May 2007.
2. NWO will ensure that this Implementation Regulation is published in such a way that it is easily accessible to all employees. This also applies to the name and address of the confidant and the reporting centre.

NWO's Employer Implementation Regulations – Appendix 3 Recruitment Code

The employer NWO and its associated institutes, ASTRON, ING, NSCR and SRON, apply a recruitment code that is based on the NVP recruitment code. The NWO recruitment code contains the basic rules that NWO takes into account in external recruitment and selection to fill vacancies. The code also applies, insofar as it is applicable, to internal recruitment.

The basic principles of NWO's recruitment and selection policy are:

- selection takes place on the basis of aptitude for the position;
- where appropriate, an affirmative policy may be applied for disadvantaged groups in the labour market;
- candidates will be properly and fully informed about the procedure, the job description and the place the job occupies within the organisation;
- candidates will only be asked the information needed to evaluate their suitability for the position;
- the privacy of the candidate will be guaranteed and the information provided by the candidate will be treated confidentially and with due care;
- a written complaint from the candidate regarding careless, unfair or improper treatment will be dealt with in a proper manner.

Creation of the vacancy

In the event of a vacancy, a job description will be drawn up stating the relevant characteristics. These include job content and responsibilities, job requirements, the place the job occupies in the organisation, the nature of the employment relationship (temporary or permanent), working week, place of work and working hours if these differ from normal office hours.

Job requirements relate to professional ability (training, knowledge and experience), conduct and personal characteristics. Requirements with regard to personal characteristics will only be made as part of an affirmative action policy for disadvantaged groups in the labour market.

Recruitment

In addition to the relevant characteristics of the vacancy, a job advertisement must state the method of recruitment (submission of an application letter and curriculum vitae), any special selection procedures/means (such as a psychological examination), any pre-employment medical examination and the period within which the job application must be made.

If an affirmative action policy for specific groups is being followed, this must be expressly stated.

Selection Phase

The HRM Department of the relevant NWO institute or office will notify the candidate as soon as possible (within a few weeks) after the closing date that:

- his application has been unsuccessful; or
- that he is invited to a job interview; or
- that his application is being held over (stating the period within which further communication will follow).

If an applicant is invited to an interview, or his application is held over, the HRM Department will send a copy of the recruitment code together with this notification, stating the expected duration of the selection procedure.

The HRM Department and members of the Appointment Advisory Committee (BAC) will only ask questions about aspects that are relevant for the position and/or job performance, such as professional ability (training, knowledge and experience).

NWO will reimburse the applicant for reasonably incurred travelling expenses.

Further investigation

If the HRM Department or members of the Appointment Advisory Committee (BAC) wish to obtain further information about the applicant from third parties, the applicant will be asked for his prior consent. The desired information must relate directly to the vacancy to be filled and may not disproportionately infringe upon the applicant's privacy.

If a psychological examination is carried out in the selection procedure, the results thereof will only be used in the selection procedure with the applicant's permission.

A pre-employment medical examination may only take place if medical fitness requirements must be made for the performance of the job. The examination will be carried out by a physician, under the responsibility of an occupational health and safety agency, according to the statutory rules. The Protocol for Pre-Employment Medical Examinations 1995 is a guideline in this regard. Only the applicant who NWO intends to appoint will be examined.

Final selection and decision

If NWO decides in any phase of the recruitment procedure that an applicant is not eligible for the vacant position, it must notify the applicant thereof as soon as possible. If required, the applicant may be given an explanation, by telephone or otherwise, as to why his application was unsuccessful.

Written information relating to unsuccessful applicants will be destroyed as soon as possible. This will be mentioned in the letter of rejection.

All agreements will be recorded in writing at the time of appointment.

Complaints procedure

A written complaint from an applicant who believes that he has been treated carelessly, unfairly or improperly will be handled with due observance of the NWO complaints procedure.

If the applicant believes that he has received an unsatisfactory answer to a complaint submitted by him in writing, he may turn to the national ombudsman.

NWO's Employer Implementation Regulations – Appendix 4

Guidelines for the assessment of job appraisal interviews and PDP discussions (Professional Development Plan)

Introduction

All NWO employees, with the exception of temporary employees working on subsidised projects or programmes, will be regularly assessed (at least once every two years) and prior to any decisions that may affect their legal status, such as promotion and transfer to another position. The opinion of the manager regarding the employee's performance during a preceding period will be recorded in the assessment. The NWO Implementation Regulation on Assessment (IR II) will apply to the assessment. The assessment mainly refers to the past.

An annual job appraisal interview will also take place. This interview, which is aimed at the future, will be held on the basis of a guideline for job appraisal interviews completed beforehand by the employer and manager.

A third type of employee interview is the PDP discussion, which takes place at least once every five years. The professional development of the employee is the central focus of the PDP discussion. This discussion focuses on working in a structured way on the employee's professional development based on the employee's own development goals and the objectives of the organisation or department.

The purpose of these guidelines is to provide an explanation on the purpose of and connection among the various discussions/interviews, so that these may be held in a structured manner.

- [Combining the assessment and job appraisal interview](#)
- [What is discussed during an assessment?](#)
- [The assessment procedure](#)
- [Concerns about and objections against the assessment](#)
- [What is discussed during the job appraisal interview?](#)
- [Objection against how the job appraisal interview is conducted](#)
- [What is discussed during the PDP discussion?](#)
- [Information](#)
- [Rules for a good assessment](#)

Combining the assessment and job appraisal interview

According to the Collective Labour Agreement, a job appraisal interview must be held at least once a year and an assessment interview must be held at least once every two years. In the years when both an assessment and a job appraisal interview are held, the general rule is that these interviews are combined, during which the logical sequence is firstly the retroactive assessment followed by the forward-looking job appraisal interview. If the manager or employee objects to combining the assessment and job appraisal interviews, these interviews may be held separately.

What is discussed during an assessment?

An assessment takes place on the basis of an earlier period and against the background of the duties that have been performed. This relates to the duties stated in the job description, as well as other duties that are actually assigned. The assessment criteria are set out in the assessment form and fall into two categories. In the first place, the performance of the various components of the job is assessed. In the second place, the assessment focuses on the general points of view, such as technical knowledge, initiative and the employee's ability to express himself.

The assessment procedure

The assessment (assessment interview) is conducted, where possible, by more than one assessor. If required, a personnel official may be present. At the request of the subject employee, the assessor may obtain information from a source who deals with the subject employee at work on a daily basis. The first assessor will be the hierarchical manager of the subject employee. At the end of the assessment interview, the employee will sign the assessment form as proof that he has seen it.

Concerns about and objections against the assessment

If the employee does not agree with the assessment, he may notify the manager thereof within two weeks of the assessment interview. In that case, a second interview will take place during which the assessment will be changed insofar as the assessor(s) believe(s) there is cause to do so. The assessment will then be recorded.

If the employee does not give notice of his concerns within the aforementioned two-week period, the assessor will confirm the assessment.

An employee who does not agree with a confirmed assessment may file a written objection with the competent authority within six weeks. The objection will be handled with due observance of the NWO General Procedures for Objections in Personnel Matters. According to these procedures, an opinion will be obtained from the NWO Advisory Committee on Personnel Matters and the competent authority will make a decision in this regard within ten weeks of receipt of the notice of objection.

What is discussed during the job appraisal interview?

The job appraisal interview is aimed at the future development of the employee and at his performance within the department/organisation. The performance of the employee, as well as his cooperation with the manager and other colleagues, work pressure and the atmosphere within the department are discussed. The type of training and employability that is required is also discussed. Attention is also paid to working conditions.

Objection against how the job appraisal interview is conducted

The job appraisal interview is two-sided, aimed at the future and does not result in any decision about the performance of the employee that can affect his legal status. As such, no objection or appeal can be made against the outcome of a job appraisal interview.. However, it is obviously a good idea if the manager or employee is not satisfied about the content of or how the job appraisal interview is conducted to let the other party know and discuss this further, if necessary.

What is discussed during the PDP discussion?

The PDP discussion is aimed at reaching agreements regarding the employee's professional development based on his ambitions with regard to his career and developments within the department/organisation and the manager's and general management's goals in this regard. Agreements arising from the PDP discussion are recorded in a Professional Development Plan (PDP) and, as a rule, cover a period of five years. A PDP accordingly has a long-term objective. The progress of the PDP may be discussed during the annual job assessment interview.

Information

The Human Resources Management Department will provide further information on request.

Rules for a good assessment

1. Base your judgement strictly on behaviour and performance and do not allow yourself to be influenced by personal preferences, dissatisfaction or any other factor.
2. Do not allow yourself to be misled by prejudice against the subject employee.
3. Assess each criterion on its own and do not allow a particular strength or weakness of the subject employee (which you always notice) to affect the classification of other criteria (what is known as the halo effect).
4. Do not allow yourself to be overly influenced by a recent experience with the subject employee. That can skew the assessment.
5. Assess without reference to the last assessment.
6. Always base your judgement as far as possible on concrete facts – what counts more than your impressions are the concrete facts which confirm those impressions.
7. Do not be afraid of low qualifications if these are necessary – consider that you are being unfair towards others, who may be undervalued as a result, with flattering qualifications.
8. Do not hold back from high qualifications, if there is any reason for this. The manager who always safely sits on the fence is being unfair towards his better employees.
9. During the assessment, forget how your manager perhaps expects or wants you to be assessed.
10. Do not rush the assessment.
11. Assess according to the fairest possible standards, even if the requirements of the work are not clear-cut and performance is difficult to measure.

NWO's Employer Implementation Regulations – Appendix 5 Guidelines for job appraisal

Introduction

Job appraisal takes place with the help of the Job Level Matrix (FNM), which the parties defined in the RI-CLA. An objection may be made against the definition of the job content and the outcome of a job appraisal. These guidelines include a summary of the relevant regulations.

The job appraisal

A description of the assigned job is made which sets out the place the job occupies within the organisation, the main components of the job and an explanation of other characteristic problems in the job, critical points, powers, etc. The job assessment takes place with the help of the 'recent comparison' method. The job level and applicable salary scale are determined according to this method, and by applying the FNM classification matrix, which includes aspects for determining the level for different types of jobs.

Appraisal of the nature and level of the job is considered in conjunction with the training that forms part of the job. A job can therefore never be appraised in isolation.

The job is defined by the competent authority within the NWO institute/office. The job appraisal is carried out by the HRM Department of the NWO office. The job level is defined on the basis thereof by the competent authority (i.e. the director of the organisation).

The content of the defined job and the outcome of a job appraisal will be communicated to the subject employee, together with reasons, in writing.

Concerns and Objection Procedure

If an employee does not agree with his job content or the appraisal of the job assigned to him, he may object to this in the normal manner for decisions that affect his legal status.