Collective Labour Agreement (CLA) Wageningen Research Foundation

from 1 July 2025 to 30 June 2026

WAGENINGEN
UNIVERSITY & RESEARCH

Collective Labour Agreement (CLA) Wageningen Research Foundation

Agreed on in Wageningen on XX 2025

Wageningen Research Foundation:

On behalf of the Executive Board

P. Ploegsma, Board Member

FNV Overheid	**CMHF**
A.E. de Haas	W. Roozeboom
CNV Overheid en Publieke Diensten	**VCPS**
F. Toufik	M. Stavast

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Preamble

Focus on social safety and work pressure

CLA parties want to take further steps in improving social safety and reducing work pressure, because employees of the Wageningen Research Foundation must be able to work safely and in a healthy manner. CLA parties attach importance to paying attention to the preventive side of social safety. Achieving a socially safe working environment requires a cultural shift. This requires Wageningen Research Foundation to invest in awareness and requires employees to reflect on their own behaviour in order to achieve behaviour that contributes to the realisation of a socially safe working environment.

Independent, accessible and transparent handling of complaints and reports is also of importance. CLA parties want to contribute to this by agreeing to continue Wageningen University & Research's Social Safety contact point for reports relating to social safety, from where they will be directed to the appropriate help and/or settlement.

CLA-Parties want to continue to pay attention to work pressure. They stress the importance of taking leave in connection with recuperation and work pressure.

The parties to the collective agreement recognise the value of diversity and the power of inclusion within the Wageningen Research organisation. We are convinced that an inclusive culture not only benefits the well-being of our employees, but also contributes to a positive and productive working environment. With this collective labour agreement, we strive to create a working environment where all employees, regardless of gender, origin, age, disability or other personal characteristics, feel respected and valued. The parties to the collective labour agreement remain committed to an inclusive sector in which everyone can participate and feel welcome, safe and valued.

Chapter 1 General provisions

Article 1.1 Validity term

The validity term of the CAO is from 1 July 2025 to 30 June 2026.

Article 1.2 Nature

The CAO is a standard collective labour agreement. Implementation regulations referred to in the CAO serve to augment the CAO. Interpretation of the CAO lies with the parties.
Adoption of and amendments to the implementation regulations are carried out by the employer in consultation with the trade unions involved with the CAO. To implement the regulations, the employer may establish administrative rules (guidelines). The CAO applies to all employees.

Article 1.3 Compliance

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

Article 1.4 Consultation

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

Article 1.5 Definitions

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

a CAO: this Collective Labour Agreement, including the corresponding Appendixes and Implementation Regulations;
b Employer: Wageningen Research Foundation;
c Employee: an individual who works for the employer based on an employment contract.
According to this CAO, the definition of an employee excludes the following: members of the Executive Board of the Wageningen Research Foundation, an intern, a volunteer and an individual with whom the employer has signed an apprenticeship agreement. Solely for the purposes of readability, in this CAO the masculine pronoun (him, his etc.) will be used when referring to the term 'employee', but includes both female and male personnel;
d Partner: spouse or registered partner, including the life partner with whom the non-married employee lives and – with the intention of living together sustainably – maintains joint housekeeping and which can be proven with a mutual written declaration;
e Month: a calendar month;
f Monthly salary: the fixed salary amount for the employee within a salary scale, as listed in Appendix A of this CAO;
g Monthly income: the sum of the monthly salary and the fixed allowances for which the employee qualifies;
h Fixed allowances:
    1 Allowance for irregular working hours;
    2 Reduced allowance for irregular working hours;
    3 Additional structural remuneration;
    4 On-call and standby duty allowance;
    5 Inconvenient working conditions allowance;
    6 Personal allowance;
    7 Substitution allowance;
i Repealed;
j Annual salary: 12 times the monthly salary;
k Annual income: 12 times the monthly income, including the holiday allowance and the structural December bonus;
l Hourly salary: 1/156th of the monthly salary;
m December bonus: allowance paid in December on the basis of an agreed percentage of the annual salary;

n Workweek: the average working time per week related to the total number of hours to be worked annually;
o Working hours: the time between the fixed starting and ending times of the daily duties for the employee;
p WR: Wageningen Research Foundation;
q Duty roster: an overview of working hours that indicates when the work activities of an employee start, end or are interrupted;
r Overtime: incidental exceeding of the working hours specified in the applicable duty roster, by order of the employer;
s Work location: the location assigned by the employer where the employee generally performs his duties or from which he generally begins his duties;
t COR Wageningen UR: Central Works Council as referred to in the Works Councils Act;
u OR: Central Works Council as referred to in the Works Councils Act;
v WUR: Wageningen University & Research;
w Home address: the address where the employee lives, as defined in the applicable fiscal legislation;
x Work address: the address where the employee works, as defined in the applicable fiscal legislation;
y Direct manager: the manager with whom the employee conducts their annual P&D interview;
z Employment contract: an employment contract with the Wageningen Research Foundation;
aa On-call employee: the person who occasionally carries out work during changing working hours to be determined by the employer. This work falls within the scope of the relevant unit;
bb (Dutch) Civil Code: Burgerlijk Wetboek.

Article 1.6 Company schemes

1 Company schemes are established by the employer after consultation with the Wageningen University & Research Central Works Council (COR).
2 Insofar as not regulated, other expenses reasonably incurred by an employee in connection with their work will be reimbursed after the employer has given its consent.

Article 1.7 Part-time employees

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

Article 1.8 Gross amounts

Unless stated otherwise in this CAO, the amounts stated are gross amounts.

Chapter 2 Commencement of employment

Article 2.1 Medical examination

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

Article 2.2 Content of employment contract

1 When entering into or amending an employment contract, the Employer shall ensure that Employee shall receive a written statement of employment in duplicate, to be signed by both parties.
2 This written statement of employment shall, at the very least, contain the following information:
   a the Employer's name, place of business and address;
   b the Employee's name, initials, address and date of birth;
   c the place or places where the work is carried out;
   d the time of commencement of employment;
   e whether the employment contract is entered into for an indefinite or limited period of time. In the latter case, the duration of the employment contract and any potential notice of termination is also mentioned;
   f any probationary period as understood within the meaning of Article 2.3;
   g the job profile, the job level and the actual position in which and the organisational component in which the Employee will be employed at the start of the employment;
   h whether the Employee is employed full time or how much time the employee is employed;
   i whether the Employee is obligated to work on-call and/or on standby duty or to perform work at unusual or variable working hours;
   j the salary, indicating the relevant salary scale, the salary number and any allowances;
   k the applicability of a pension scheme, as mentioned in Article 2.6;
   l the provision that this CAO forms one entity with the employment contract;
   m whether there is an on-call agreement as referred to in Article 7:628a, paragraph 9 and/or 10 of the Dutch Civil Code;
   n the other matters listed in Section 7:655(2) of the Civil Code;
   o the statutory rules concerning the end of the employment contract in accordance with Title 10, Book 7 of the Dutch Civil Code with due observance of the deviations from there in Chapter 9 of this CAO;
   p matters that the Employer and Employee explicitly wish to regulate.
3 The statement of the employment contract or a change thereof, shall be provided if possible before commencement of employment or change thereof respectively, but at the latest within one month thereafter, unless the change results from amendment of a statutory regulation or this CAO.
4 If the employee gives express consent, the employer may provide the statement electronically instead of in writing.

Article 2.3 Probationary period

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

Article 2.4 Commencing employment

1 An agreed career contract is part of the employment contract. The career contract sets out the agreements on the job retention period (generally ranging from three to five years). The career agreements take into account the job content and the outcomes of the P&D interviews.

2 A fixed-term employment contract is concluded with a PhD student for the intended duration of the PhD trajectory. The duration of the employment contract is set at a fixed term at the start. At the start of the PhD study programme, the PhD candidate shall, in deviation from the provisions of this paragraph, be offered a one-off employment contract for a maximum period of 18 months to assess their suitability.

3 If the doctoral candidate so requests, the employer may decide to also extend the term of the employment contract referred to in paragraph 3 by:
   a the duration of the parental leave taken;
   b the duration of an executive role acknowledged by the Executive Board.
   This, in all circumstances, includes membership of a participational body within WR and management activities at one of the employee organisations involved in the CAO negotiations, or an affiliated association.

4 In addition to the previous paragraph, the employment contract with the PhD candidate shall, at their request, be extended by:
   a the duration of maternity leave taken, unless compelling business interests oppose this;
   b the duration of illness up to a maximum of 18 weeks if there is a continuous period of illness of at least 8 weeks and an occupational disability percentage of more than 35%. The extension of the employment contract shall not exceed the time needed to complete the promotion.

5 Contrary to Article 7:668 paragraph 1a and b of the Dutch Civil Code, for the following jobs or employment relationships fixed-term employment contracts may be extended for up to 48 months and/or to a maximum of 4 successive employment contracts:
   a Jobs such as WR Researcher and HBO Researcher, in which the work activities are temporarily funded externally or where co-financing is involved (temporary programme and/or project funding). The reason for the temporary extension must result from the necessity of being able to deliver a quality product or result to the external sponsor or co-financier.
   b employment relationships where the work activities are not structural, however are necessary for operational management (for example support work activities that benefit a temporary project) and have not been completed within the prior set time frame.

6 For the jobs designated in Appendix I, the intervals as referred to in Article 7:668a paragraph 13 of the Dutch Civil Code are shortened to three months if those jobs can be held for a period of no more than nine months per year and cannot be held by the same employee for a period of more than 9 months per year. Parties may supplement the functions listed in Annex I.

7 Article 7:668a paragraphs 1 and 2 of the Dutch Civil Code are declared non-applicable in relation to the following temporary employment contracts that have been declared exclusively or primarily intended for the employee's training purposes:
   a PhD candidate;
   b research trainees during a period of no more than 48 months and/or a maximum of 4 temporary employment contracts. A research traineeship is a training position for HBO graduates and post-academics (post-Master's and post-docs) focused on acquiring specific or general research skills.

8 Contrary to the provisions in Article 7:668 paragraph 2 of the Dutch Civil Code, in determining the total duration and of the total number of sequential employment contracts, employment contracts concluded between the employee and different employers who can be assumed to be each other's successor with respect to the job activities are not taken into account.

9 Should an employment contract be entered into for no more than 3 months immediately following an employment contract of 36 months or longer, then this last employment contract will not be regarded as being entered into for an indefinite period.

10 For the duration of the CAO, parties may supplement the jobs or job categories referred to in paragraph 3 with other jobs, job categories or types of employment contracts.

11 The first paragraph does not apply to employees who have reached the statutory retirement age. Contrary to the provisions in the paragraph referred to in the previous sentence, after reaching the statutory retirement age an employee can be contracted 6 times within a fixed period not exceeding 48 months. For determining the maximum duration and/or the number of successive employment contracts, only the employment contracts entered into after the statutory retirement age is reached are considered.

12 Employees in the following positions (on-call workers) are not entitled to continued payment of wages if no work is performed and the activities related to these positions are of an incidental nature and do not involve a fixed scope of work. This concerns only:
- Ushers
- Hospitality workers
- invigilators
- Pollsters
- Language, sports and music teachers
- Editors
- Help desk staff and information officers
- Chauffeurs
- Cloakroom attendants
- Students (not being student assistants) who exclusively perform administrative and organisational work.

During the term of the collective agreement (CAO), the parties may add more roles to this list. Contrary to Article 7:628a, subsections 2 and 3, of the Dutch Civil Code, on-call and change notification periods of 24 hours apply.

Article 2.5 Obligation to relocate

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

Article 2.6 Participation in the pension fund

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

Chapter 3 Remuneration

Section 1 General

Article 3.1 Job classification level

1 Jobs are classified based on the WR Job Level Classification System. The University Job Ranking system (UFO) is part of the WR Job Level Classification System.
2 Every classification level includes a salary scale. The employee shall receive a monthly salary determined in accordance with the provisions of this chapter and the salary scales as listed in Appendix A of the CAO.
3 When establishing a new or amended job profile, the Job Classification Complaints Procedure of Wageningen Research will apply.
4 In the event of a complaint about an applicable job profile, the Regulations on the Individual Right of Complaint of Wageningen Research will apply.

Article 3.2 Determining the monthly salary

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

Article 3.3 Annual salary adjustment

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

Article 3.4 Transition to a different salary scale

1 If an employee is promoted to a higher salary scale, the employee will always be allocated at least the nearest higher salary number in the new salary scale.
2 Employees who, at the request of the employer, agree to be placed in a job at a lower salary scale, will be paid according to the lower salary scale starting from the month following the placement. The monthly salary will be adapted to the lower job classification by scaling the salary to the next lower salary number in the lower salary scale. The employee retains the right to a periodic salary increase in the new scale if the employer deems him to be performing "well" in the new job.
The difference between the original monthly salary and the new monthly salary will be converted into

a personal allowance. This allowance is included when determining the pensionable salary, the holiday allowance and the employment anniversary bonus.

3 The personal allowance described in paragraph 2 will not be granted to employees who are following a WnW programme as referred to in Chapter 6 or have been designated as a reappointment candidate as referred to in Chapter 9.
In those cases, the provisions of Chapter 6 and Chapter 10, respectively, apply.

4 At the request of the employer or the employee and with the agreement of both parties, the employee who is set to reach the AOW entitlement age within 10 years according to the provisions valid at the time of granting, can be placed in a job with a lower classification level.
The monthly salary will be adapted to the lower classification level by scaling to the next lower salary amount in the new salary scale, but not higher than the maximum of the new salary scale. Insofar as the maximum of the new salary scale has not yet been reached, the annual salary increase will be derived from the new salary scale. The personal allowance referred to in Article 3.4 paragraph 2 does not apply. Subject to the provisions in the ABP Pension Regulations, the original higher income will remain indicative of the income for pension accrual.

5 If a job, due to reclassification, is placed in a lower salary scale, the provisions in paragraph 2 of this article apply with respect to the salary number within the new scale.

6 Contrary to the provisions in the above paragraphs, an employee who is reappointed because he is unable to perform his duties due to illness, will be placed in a lower salary scale from the moment of reappointment.

Article 3.5 Substitution allowance

1 Employees who temporarily substitute in a job with a higher classification, will remain in the salary scale that applies to their own job.

2 If the temporary substitution has taken place continuously for one month, the employee may be granted a temporary allowance. This is not applicable in case of training or career development.

Article 3.6 Forms of extra remuneration

1 The employer can allocate a one-time gross payment to an employee or a group of employees.

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

Article 3.7 Holiday allowance

1 The employee is entitled to a holiday allowance of 8% of their monthly income with a minimum of 8% of the monthly salary in salary scale 3, salary number 10.

2 I principle, the holiday allowance is paid once per year for a period of 12 months, which begins with the month of June of the previous calendar year.

3 Employees who receive a reduced monthly income due to illness, their holiday allowance is nevertheless based on their full monthly salary.
If the actual monthly income received is not higher than the pension contribution payable by the employee, for the application of paragraph 1, the assumption will be made that no monthly income has been earned.

Article 3.8 December bonus

1 The employee is entitled to a year-end bonus. This end-of-year bonus amounts to 8.3% of the annual salary.

2 The employer will pay the December bonus in November; upon dismissal, payment will be made together with the last salary payment.

3 The December bonus may be subject to conditions yet to be negotiated.

4 Starting from the calendar year 2025, the employer will pay the year-end bonus in November. In 2025, the year-end bonus in November will be calculated over a period of 11 months (January to November). From 2026, calculation will take place over 12 months (December to November inclusive).

Section 2 Allowances for special services

Article 3.9a Overtime

1 The employee in a lower salary scale than scale 11 and a job classification other than (WR) Researcher or PhD candidate, who works overtime at the instruction of the employer will receive compensation from the employer.
2 The compensation for overtime may consist of free time, equal to the duration of the overtime, plus an allowance.
Should organisational circumstances pose obstacles to awarding free time, a monetary sum will be paid out instead. The free time should be taken within a period of six months.
3 For each scheduled hour, the allowance amounts to a percentage of the employee's current salary per hour, calculated as follows:
   a 25% for overtime hours on Monday through Friday between 7:00 and 18:00;
   b 50% for overtime hours on Monday through Friday between before 7:00 or after 18:00 and overtime hours on Saturday between 0:00 and 16:00;
   c 100% for overtime hours on Saturday after 16:00 and any hours on Sunday or public holidays.
4 Overtime that is shorter than half an hour per day and relates to the employee's work schedule will not be paid out.
At his request, the employee will be exempted from overtime if the employer judges that the situation involves exceptional circumstances that impede overtime.

Article 3.9b Meal allowance

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

Article 3.10a Irregular working hours

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

Article 3.10b Phasing-out scheme irregular working hours

1 The employee whose monthly income, through no fault of his own, was permanently reduced by 3% due to a termination or reduction of the allowance referred to under Article 4.1.4a paragraph 1 will qualify for an allowance based on the phasing-out scheme.
2 The calculation basis of the allowance as referred to in paragraph 1 is: the difference between the average monthly allowance that the employee received during the 12 months preceding the reduction and the allowance that he received after the reduction.
3 The payment duration is equal to ¼ of the time - without an interruption of more than two months - during which the employee received the allowance prior to the commencement date of the reduction. The maximum payment duration is 3 years.

4 The payment duration is divided across 3 equal periods. The allowance for the first period is equal to 75%, for the second period this is 50% and 25% for the final period.

Article 3.11 On-call and standby duties

1 Employees in a salary scale lower than scale 11, and who are not classified as (WR) Researchers or PhD candidates, will receive an allowance if they, at the instruction of the employer, must remain reachable and available (on-call) for work outside of their standard working hours.
2 This allowance per full hour of being on-call is 10% of his salary per hour, but not more than the maximum salary of salary scale 3.
3 The allowance calculated on the basis of paragraph 2, will be increased by 25% of the salary per hour if this involves the obligation to be physically present for a standby shift.
4 In the performance of urgent work, Article 4.1.3a is applicable in compliance with the following:
   a in the case of on-call duty, the overtime starts from the moment the employee leaves their place of residence outside the employer's premises and ends at the moment they have returned to their residence outside the premises of the employer; the time spent will be rounded off to the nearest half hour, and a minimum of two hours of overtime will be paid.
   b for each period during the on-call shift in which the employee is called for work, the period of overtime is determined by rounding up to the nearest half hour.

Section 3 Bonuses, compensations and reimbursements

Article 3.12 Employment anniversary bonus

1 If the employee has been in the service of the employer for 12.5, 25, 40 and 50 years, he is entitled to the following bonus:
   a 12.5 years: 50% of the monthly income, plus the holiday allowance for one month.
   b 25 years: 75% of the monthly income, plus the holiday allowance for one month.
   c 40 and 50 years: 100% of the monthly income, plus the holiday allowance for one month.
   Employment at Wageningen University - taking into account one's own right of transition - is seen as equivalent to employment at the Wageningen Research Foundation in terms of the employment anniversary bonus.
2 For employees who were employed by the Wageningen Research Foundation on 1 January 2013 and their employment there has been continual since then, their employment between 1 January 2004 and 1 January 2013 at Van Hall Larenstein Foundation will also be counted towards their employment anniversary bonus if this directly links to their employment at Wageningen Research Foundation or Wageningen University.
3 The employee who has worked for the employer for 10 years or more, and who is discharged due to occupational disability or financial reasons, will be allocated an employment anniversary bonus in proportion to the period of employment, provided the right to the employment anniversary bonus would have existed within 5 years after the date of discharge.

Article 3.13 Work-related expenses

1 Employees are entitled to a reimbursement of commuting expenses and relocation expenses, as laid down in the Implementation Regulations Relocation Expenses Wageningen University & Research.
2 Employees are entitled to a reimbursement of expenses for business travel, as laid down in the Implementation Regulations for Business Travel Wageningen University & Research.
3 Employees are entitled to an allowance per home working day and a monthly internet allowance. The conditions and amount of this allowance are laid down in Article 6.4.1.

Article 3.14 In-house emergency and first-aid service (BHV)

Article 3.14a Compensation for BHV staff

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

Article 3.14b Basic bonus BHV

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

Article 3.14c Job bonus BHV

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

Article 3.14d Anniversary bonus BHV

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

Chapter 4 Workweek, Working hours, Holiday and leave

Section 1 Workweek and working hours

Article 4.1.1 Workweek and working hours

1 The full workweek per week is an average of 36 hours. Following consultation with the employee, the employer determines the working hours for each scheduled period (ranging from one week to a maximum of one year).

2 The working hours referred to in paragraph 1 may, at the employee's request, be extended to a 40-hour working week (or an extension in proportion to shorter working hours), whereby a maximum of 4 compensation hours per week for full working hours (or the pro rata portion thereof for shorter working hours) may be saved over a maximum period of 7 years (savings option). The employer will, on the basis of the organisation's interests, assess whether the employee's request will be met. It is recorded in writing that the accrued hours are used consecutively immediately after the end of the agreed accumulation period, unless an agreement has been made in writing with the employer for use in another period. In consultation with the employer, the accumulated hours can be used as the employee sees fit.
If not used during the applicable period, the accrued hours expire.

3 In consultation with the Central Works Council (COR) of Wageningen University & Research, the employer can stipulate a maximum of three collective holidays per year.

4 As a rule, employment activities are conducted as much as possible from Monday through Friday. On Saturdays, Sundays and holidays, only activities that are strictly necessary will be conducted, according to the employer's judgment.

5 When arranging the working hours, the religious beliefs of the employee will be taken into account whenever possible.

6 In consultation with his manager, the employee may carry out a portion or all of his work activities at another work location.

Article 4.1.2 Compensation hours

1 Compensation hours must be used to offset hours worked in a week that deviate from the average weekly working hours in the employee's contract. Consequently, within a scheduled period of a maximum of one calendar year, the average weekly working hours is equivalent to the average weekly working hours specified in the contract.

2 If the employee is using the accumulated leave referred to in Article 4.1.1 paragraph 2 or an agreed period of accrual of compensation hours, and they cannot work due to illness and/or pregnancy-maternity leave, the compensation hours will still accrue during the first four weeks of their occupational disability/leave, in accordance with the applicable work schedule. Thereafter, a schedule will apply that is equal to the average weekly working hours specified in the employment contract.

3 If the employee is sick or becomes sick during planned or scheduled compensation hours, these scheduled hours are deducted from the credit balance for compensation hours.

4 Compensation hours will expire at the end of the calendar year in which they are accumulated, with the exception of the accumulated leave.

Section 2 Holiday

Article 4.2.1 Holiday and personal leave

1 The employee with an average workweek of 36 hours has a right to 144 statutory and 27 non-statutory holiday hours per calendar year. The accrual takes place on a monthly basis, pro rata and in proportion to the agreed working hours.
2 For employees referred to in paragraph 1 with birthdates from 1951 through 1955 who were employed on 1 April 2017, the number of non-statutory holiday hours will be increased with 7.2 personal leave hours until the state pension age has been reached. The right to personal leave is not applicable when participating in the Senior Staff Scheme, the Vitality Pact or the (former) Generation instrument.

Article 4.2.2 Interruption of work activities

1 The employee will not accumulate holiday hours for the time during which he is not entitled to continued salary payments due to non-performance of work activities. This does not apply to the employee who cannot carry out his duties due to illness, whether or not this involves continued salary payments.
2 During the period of parental leave as referred to in Article 4.4.1, only statutory holiday hours are accumulated in proportion to the leave period.

Article 4.2.3 Taking holiday hours

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

Article 4.2.4 Continuous holiday leave

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

Article 4.2.5 Illness during holiday

If the employee becomes sick during the scheduled holiday, the hours during which he is sick will not be counted as holiday hours.
This is only the case after approval from the manager or after the employee submits a medical statement.

Article 4.2.6 Holiday at end of employment

1 After the termination of employment, the employee will be given the opportunity to take his remaining holiday hours. Following consultation between the employer and employee, these holiday hours may only be taken during the notice period.
2 For every holiday hour not used, an amount equal to 1/156 part of the last monthly income, plus 8% holiday allowance and 8.3% December bonus, will be paid to employee or, in case of termination of employment due to employee’s death, to employee’s bank account number last known to employer.
3 Excess holiday hours used will be deducted.

Article 4.2.7 Taking holiday hours in advance

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

Article 4.2.8 Expiration of holiday hour entitlement

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

Section 3 Leave other than holidays

Article 4.3.1 Public holidays

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

Article 4.3.2 Sickness leave

1 An employee who is wholly or partly prevented from carrying out his work due to illness will by law enjoy full or partial leave in accordance with the provisions of the Sickness and Disability Regulations (*Regeling Ziekte en Arbeidsongeschiktheid*).
2 An employee who is on full or partial leave due to illness is entitled to continued payment of wages in accordance with the provisions of the Sickness and Disability Regulations.
3 The first and second paragraphs of this Article and the provisions of the Sickness and Disability Regulations will not apply to an employee who has reached the age on which he/she becomes entitled to state pension (AOW). This employee is entitled to 100% continued payment of wages during thirteen weeks if he/she is on full or partial leave due to illness. After thirteen weeks, the right to continued payment of wages will cease to exist.

Article 4.3.3 Leave based on Work and Care Act

1 The following applies to special leave in connection with pregnancy, maternity, adoption, foster care, (additional) birth leave, short-term leave in connection with an emergency or short-term leave for other purposes, and short-term and long-term care leave and parental leave:
   a the provisions of the Work and Care Act (Wet arbeid en zorg), insofar as this collective agreement (CAO) does not deviate from those provisions.
   b the provisions of this paragraph.
   c further regulations that the employer may lay down in consultation with local employees' organisations.

Article 4.3.4 Pregnancy and maternity leave

1 A female employee who is on maternity leave under the Work and Care Act is entitled to full pay during this leave.
2 The employee who is entitled to the leave referred to in the first paragraph is obliged to cooperate in applying for a benefit pursuant to the Work and Care Act from the UWV. This benefit will be deducted from the amount to which the employee is entitled according to the provision of paragraph 1.
3 In accordance with the Work and Care Act, the total duration of the pregnancy plus maternity leave is at least 16 weeks, whereof at least 10 weeks for maternity leave. The provisions of the Work and Care Act on the actual duration of leave and the actual time when leave is taken apply in this respect.
4 The additional provisions of the Work and Care Act apply mutatis mutandis.

Section 4 Partial payment of parental leave

Article 4.4.1 Partial payment of parental leave

The provisions of this paragraph concern the right to parental leave on partial pay over part of the statutory entitlement to parental leave as stipulated in the Work and Care Act. The right to unpaid parental leave is subject to the provisions of the Work and Care Act, whereby the total right to parental leave cannot exceed the provisions of the Work and Care Act.

Article 4.4.2 Relationship in family law

1 Under the Dutch Work and Care Act (Wet Arbeid en Zorg), an employee who is a parent and has a family relationship with a child is entitled to unpaid parental leave for a maximum of 26 weeks. If a parental relationship with more than one child takes effect from the same date, the employee is entitled to parental leave on partial pay for each child.

2 Under the Dutch Work and Care Act, an employee who is registered in the Dutch basis registration as living at the same address as a child, and who has cared for and educated that child as their own on a long-term basis, is entitled to unpaid parental leave for a maximum of 26 weeks. If the employee has taken responsibility for caring for and educating more than one child, with a view to adopting, and this took effect from the same date, he is entitled to parental leave on partial pay for each child. In all other cases where a parental relationship with more than one child takes effect from the same date, the employee is entitled to only one period of leave.

Article 4.4.3 Scope, duration and specification of partially paid leave

The maximum number of hours of leave to which the employee is entitled on partial pay is thirteen times the weekly working hours.

Article 4.4.4 Conditions for entitlement to partial payment of parental leave

1 There is an entitlement to parental leave for a child who has not yet reached the age of eight years old.

2 If the employee performs their work outside of the Netherlands, they shall be entitled to parental leave on partial pay, unless compelling business or departmental reasons prevent this.

3 Weeks of parental leave already taken with (partial) continued payment for the same child with another employer shall be set off against the right to parental leave on partial pay as referred to in this paragraph.

4 Until 1 August 2022, the right to parental leave on partial pay is subject to the condition that the employment has lasted at least one year. Immediately prior time spent at WU counts for determination of said time.

Article 4.4.5 Requesting leave

1 The employee shall inform the employer in writing of the intention to take leave at least two months prior to the starting date of the leave, stating:
   a the period of the leave,
   b the number of weekly leave hours, and
   c the distribution of leave hours throughout the week.

2 The start and end dates of the leave can be made contingent on the date of birth, the date of maternity leave or the start of the care.

3 The employer can change the distribution of leave hours throughout the week on the grounds of compelling business or departmental reasons up to four weeks prior to the starting date of the leave and after discussing this with the employee.

4 In the event that the leave is divided into several periods the first three paragraphs of this Article shall apply to each period.

Article 4.4.6 (Financial) consequences

1 The employee shall retain 70% of their monthly income on leave taken in the child's first year of life and 62.5% of their monthly income on leave taken or continued in the child's second to eighth year of life. In case of adoption or foster care, the employee retains 70% of their monthly income when taking the leave in the first year after the actual adoption or foster child placement and 62.5% when taking the leave in the second to the eighth year after the actual adoption or foster child placement.
2 During this leave, only statutory holiday hours are accrued for the hours of parental leave.
3 A commuting allowance and an allowance for working from home shall be adjusted in proportion to actual working days.
4 Unless a request, as referred to in Article 4.4.7 paragraph 2, is granted, parental leave shall not be suspended during illness or incapacity for work, not being maternity leave, and payment for leave hours shall remain at 62.5% or 70% of the monthly income.
5 Pension accrual continues in full during parental leave, with the regular division between employer and employee in the payment of pension contributions applying.
6 The employee shall receive 70% of their monthly income for any remaining part of the partially paid leave in the first year of the child's life, or in the first year following actual adoption for adoption or as a foster child.

Article 4.4.7 Cancellation or change

1 The employer will grant a request by the employee to not take or not continue the leave due to taking:
   a maternity leave as referred to in the first paragraph of Article 3:1, paragraph 1,
   b leave as referred to in Article 3:1a, paragraph 1 or 4, or
   c adoption leave as referred to in Article 3:2(1) of the Work and Care Act.
   In that case, the entitlement to leave with retention of partial pay shall be suspended. The employer is not required to comply with the request until four weeks after the request has been made.
2 Contrary to paragraph 1, the employer can refuse a request made by the employee to not take or not continue leave due to unforeseen circumstances if there are compelling business or departmental reasons for doing so. If the employer grants the request, the entitlement to leave will be suspended, however, the entitlement to continued partial payment of wages on the part of leave that has not been taken will lapse. The employer is not required to follow up on the request until four weeks after the request.
3 In the event that leave is divided into several periods, the first two paragraphs of this Article shall apply to each individual period.

Article 4.4.8 Hardship clause

In the event articles 4.4.1 until 4.47 do not make provision for certain situations, or results in clearly unreasonable situations, the employer can come to a special arrangement with the employee.

Section 5 Other special leave

Article 4.5.1 Short term absence

'Short term absence' leave due to 'exceptional personal circumstances' also includes: employee's marriage, conclusion of cohabitation contract, entering into registered partnership (four days, with reduction of any days previously taken for this purpose with the same partner).

Article 4.5.2 Short term care leave

For short-term care leave (no more than twice the working hours per week in a period of 12 consecutive months), the employee shall receive on the hours of leave granted:

1 70% of their monthly income, with a minimum of the statutory minimum wage applicable to the employee;
2 90% of their monthly income if they have a monthly salary higher than the salary amount of scale 3 number 13 but lower than or equal to the salary amount of scale 5 number 12, with a minimum of the statutory minimum wage applicable to them;
3 100% of their monthly income if they have a monthly salary amount equal to the salary amount of scale 3 number 13 or lower, with a minimum of the minimum wage applicable to them by law.

Article 4.5.3 Leave due to special circumstances

If they sees reason to do so, the Employer may, in special circumstances, grant special leave for a limited period of time to be determined on a case-by-case basis. If leave is granted without or with partial retention of monthly income, the Employer's pension contribution shall, in principle, be recovered by the Employer from the Employee.

Article 4.5.4 Gender leave

1 With effect from 1 August 2023, an employee who is or will be in gender transition is, during employment with employer, entitled to up to 2 weeks of transition leave per calendar year, with continued salary payment, for the necessary medical and non-medical treatment and any recovery time without having to call in sick. If the employee becomes unfit for work as a result of medical treatment (e.g. surgical operation), sick leave will apply from the first day of this disability.
2 The employee may take the maximum transitional leave in parts. The employee shall notify the employer in writing of taking the transition leave at least eight weeks before the start of the leave, specifying the scope of the leave, the probable duration of the leave, accompanied by a statement from a registered treating physician, time of commencement and, where applicable, the distribution of hours over the week. If this is not possible, the employee shall notify the employer of the taking of the leave as soon as possible. The employer shall grant the request to take the transition leave.
3 This arrangement applies until the date on which transition leave is regulated by law, but no later than 1 January 2026. At the time when the legally regulated transition leave comes into force, this article will lapse from the CAO-WR and the CAO parties will enter into consultations to see whether further agreements are necessary.

Article 4.5.5 Mourning leave

In addition to the provisions of this paragraph, a regulation on bereavement leave has been drawn up in consultation with the trade unions.

Article 4.5.6 Informal care

Employees with informal care duties can invoke the applicable statutory leave arrangements for this purpose and those included in this collective agreement.

Article 4.5.7 Customised solutions in the event of personal circumstances of employee that temporarily impede work

Employees are sometimes faced with personal circumstances that temporarily prevent them from working according to the usual schedule or performing the agreed work. An example is the employee with informal care duties and the employee who experiences severe menstrual or menopause complaints. CLA parties stress the importance of managers and employees having a joint discussion about this and, where necessary, making tailor-made agreements that suit the employee's personal situation. These include, for example:

- temporarily changing working hours so that fewer complaints are experienced;

- adapting work temporarily so that it is less stressful;

- making agreements on hybrid working, if this is possible for the employee's job.

Chapter 5 Conditions of Employment Choice Model

Section 1 General Provisions

Article 5.1 Part-time employment

Contrary to the provisions in Article 1.7, the Choice Model is not applied proportionally to an employee with a part-time employment.

Article 5.2 Basic principles

The employer can establish additional rules with respect to the administrative procedures to be followed (Guideline).
When participating in the Vitality Pact, it is not possible to use time as a source or target. The employee is solely responsible for the consequences of their choice.
The mobility of the employee must not be hampered by making use of the choice model.

Section 2 Sources and targets

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

Article 5.2.1 Sources

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

Article 5.2.2 Targets

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

f fiscal exemption possibilities for reimbursement (supplementary or otherwise) of travel expenses, commuting expenses, a bicycle, e-bicycle or electric scooter;
g additional income up to an amount equivalent to 36 hours of non-statutory leave per year. Payment of additional income takes place in December of the financial year in question.

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

Article 5.2.3 The value of sources and targets

The value of sources and targets in time is expressed according to the standard of one working hour. A working hour always retains its value.
The value of a leave hour, if this is exchanged with a source or target in money, has been defined by the parties as 0.717% of the gross monthly salary on 1 January of the financial year concerned (or the date employment began, but before the closing date defined by the employer) for full-time employment. This percentage includes 8% holiday allowance and the structural December bonus.
The payment of a conversion of a source in time into additional income will take place in the form of a bonus. This bonus will be included in the statutary basis used to determine the pension and salary-related payments.

Section 3 Choice and decision-making

Article 5.3.1 Choice

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

Article 5.3.2 Decision

In cases where time is exchanged for time, or money is exchanged for money, the employer will approve the employee's request.
In regards to a request to exchange time for money or money for time, the employer, after consulting with the employee, can reject this request provided an explanation is given.
In any case, the request can be justifiably rejected if approving the request leads to serious problems:

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

Article 5.3.3 Compulsory minimum wage

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

Article 5.3.4 Settlement

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

Chapter 6 Employability

Section 1 Employability

Article 6.1.1 Employability: support from employer

1 The employer will lend support to employability in all cases through:
   a the development and maintenance of the professional competence of the employee;
   b the mobility and broader employability of the employee.
   Agreements in this regard can be made depending on the situation, through P&D, career interviews, Training and Supervision Plan for PhD students, Job-to-Job (WnW), Redundancy Programme (individual support plan or in anticipation of a reorganisation) or individual agreements.
2 In addition to the provisions stated in Article 6.1.4, the employee has the following entitlements per calendar year:
   - 14.4 development hours at an average working week of 36 hours;
   - a personal development budget of 1% of the average WR salary to be paid during the calendar year (reference date 1 January).

   Both entitlements must be spent on study or training for the current position or career.
   Both entitlements must be used for to study or training for the current job or career.
   If the employee works less than 36 hours per week on average or if they commence employment during the calendar year, the entitlements apply proportionally.

   Development hours may be saved by written agreement between employer and employee before the end of the year. If no agreement as referred to in the previous sentence is made, unused development hours expire at the end of the calendar year. Development hours are not holiday hours and cannot be sold. Unused development hours expire at the end of the employment. The use of the hours can be recorded in an P&D interview of the employee.
3 To implement the provisions in paragraph 1, the employer also ensures:
   a that a Performance and Development Interview (P&D) takes place between the direct manager and their employee at least once a year. Additionally, a Performance and Development interview will be conducted if the employee requests this. The P&D interview will also discuss the assignment of the actual working tasks, discussing whether the agreed task scope fits within the set hours.
   b a career interview will take place between the employee and his direct manager at least once every four years. The career interview focuses on how the career has developed and how it will develop further. If necessary, this career interview is completed with a recommendation about further career development.
   c a Vitality Pact (see paragraph 5 and Appendix G).
4 Agreements about mobility and demotion can be made in a P&D interview or career interview, the Training and Supervision Plan for PhD students, Job-to-Job (WnW) programme, Redundancy Programme (individual support plan or in anticipation of a reorganisation), or individually. External mobility is supported through incentives, career advice, guidance and coaching.

Article 6.1.2 Employability: employee responsibility

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

Job-to-Job (WnW) programme, Redundancy Programme (individual support plan or in anticipation of a reorganisation), or individually, the employee will cooperate fully with this training requirement.

3 Failure to cooperate or fully cooperate with the realisation of agreed employability agreements or objectives will be seen as serious neglect on the part of the employee to comply with the obligation to maintain their employability.

Article 6.1.3 Other work activities

1 Within reasonable limits and to the extent that it promotes the work of the organisation, the employee can be required to temporarily conduct other duties than those specified in his job description, but only to the extent these are reasonably related to his job.

2 Within reasonable limits and to the extent that it promotes the work of the organisation, the employee can be transferred to another job, which means that he will work at another job or at a different location in the organisation for an unspecified or specified period.

3 The employer will only make the final decision regarding whether to temporarily assign the employee other duties or transfer the employee to another job after having consulted the employee and will base the decision on a reasonable consideration of mutual interests, in which the personal circumstances of the employee are taken into account.

Article 6.1.4 Training and development

1 The employer may compel the employee to follow a study or training course if this is necessary for the proper performance of the current or a future job. The employer shall provide the necessary facilities, such as reimbursement of study costs and travel expenses. Following a study or training course counts as working time and, if possible, takes place during working hours.

2 The employee has the right to training and, on that basis, may request the employer to grant them facilities to study or train.

3 If the request referred to in paragraph 2 concerns a job-related study or training course, the employer shall grant necessary facilities, such as the reimbursement of study costs and travel expenses. Following a study or training course counts as working time and shall take place during working hours if possible.

4 If the study or training contributes to the employee’s career development, the employer will provide facilities to the employee even if there is only a slight relationship between the study or training and the current or a future position.

5 For compulsory study or training and job-related study or training, there is no repayment obligation, and no conditions can be imposed on the facilities to be provided. Only for the other cases referred to in paragraph 4, the employer may impose a repayment obligation and/or conditions on the facilities to be provided.

6 The reimbursement of costs will be deducted from the transition allowance if the costs were incurred in connection with wider employability of the employee in the external labour market and the employee agreed to this in writing when the allowance was granted or if the employer is obliged to incur the costs on the basis of agreements with employee(s) or associations of employees involved in this CAO.

7 In consultation with the Wageningen University & Research COR, the employer shall lay down further rules regarding the granting of facilities as referred to in paragraph 4.

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

Article 6.2.1 Performance and Development Interview

1 During a P&D interview based on competency management, which held at least once a year, the employer ensures that the following aspects are addressed:
- a personal Result and Development Plan, including usage of development hours and a personal development budget;
- actual working tasks assignment, including whether the agreed task scope fits within the set hours;
- career development in the short and/or long term;

- appointment for next career interview;
- evaluation by coach;
- and supplementary for PhD students;
- Training and Supervision Plan for PhD student

2 Agreements in relation to the work method:
- the manager and employee are jointly responsible for complying with the agreements;
- on a regular basis (once every six months) the employee and his direct manager hold a performance interview;
- Employees have the right to request a P&D interview;
- within a reasonable term after commencement of employment, an "intake interview" (the initial P&D interview) is held, during which, as a minimum, the competences required for the job are discussed;
- within six months after commencement of employment, a P&D interview is held with every new employee, in which this interview at least addresses the employee's performance and the annual plan;
- a possible promotion from initial salary scale to functional scale is made on the basis of the P&D interview.

Article 6.2.2 Career interview

Agreements in relation to the work method:
- the manager and employee are jointly responsible for complying with the agreements;
- at least once every four years, the direct manager and the employee conduct a career interview in the presence of the HRM officer;
- employees have the right to request a career interview;
- during the annual P&D interview, the employee and direct manager discuss the progress on the career agreements;

Article 6.2.3 Training and Supervision Plan for PhD student

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

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

Article 6.3.1 Objective and purpose of WnW

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

corporate activities, technological changes, such as automation or a business relocation. Naturally, agreements can also be made during P&D interviews or career interviews on employability and development in relation to corporate economic conditions or the consequences thereof.

Article 6.3.2 Preconditions

1 The principle is that drastic reorganisations are avoided whenever possible and that organisational changes are achieved through WnW.
2 If in the opinion of the employer, there is a need for immediate organisational change, then, subject to the WOR's approval and Chapter 9 of the CAO, the reorganisation procedure will be started without prior WnW. Any ongoing WnW programmes can be terminated by the employer in such an event.
3 This section does not deal with programmes initiated by the employer for reasons attributable to the employee, such as poor performance.

Article 6.3.3 Consultation, recommendations and reporting

1 The employer may decide to start a WnW programme for one or more employees, for example a team, division, department or business unit. In this decision the employer indicates which group(s) of employees is being offered a WnW programme, which functions will change or disappear and which new functions will take their place. The decision also includes the start and end date of the WnW programme. Before the final date, the employer will indicate whether a reorganisation will be initiated after the WnW period in accordance with Chapter 9 of the CAO.
2 The WnW decision by the employer will be reported forthwith to the Works Council (OR).
The OR will be informed at least 4 times each year about the number of employees in WnW programmes, as well as on the start, progress and results of these programmes (in a general sense).
If a certain WnW decision, as referred to in paragraph 1, concerns an organisational change as described in Article 25, paragraph 1 under c, d, e and f of the Works Councils Act (WOR), the OR will be consulted for advice on the matter and the organisational change will be reported to the trade unions involved with this CAO. The employer will then provide an overview of the underlying motives and expected results of the organisational change.
3 Should the employer feel that WnW does not or insufficiently leads to (rapid) results, this will be reported to the OR and the trade unions involved with the CAO WR.

Article 6.3.4 Action plan

1 Within 6 weeks of the employer's decision to start WnW, an Action Plan will be agreed on, preferably on the basis of a proposal of the individual employee, if necessary with professional support.
At this meeting between employer and employee, relevant available information, such as market developments, strategic personnel plans of the unit concerned, annual plans and the budget/annual plan of Wageningen University & Research will be addressed.
2 The employer informs the individual employee about the knowledge, skills and attitudes needed to be sustainably employable and mobile as well as about the expected date of the change in the workforce.
3 A proposal for an Action Plan comprises:
- Introduction (reasons for preparing the Plan);
- clear objectives, including envisioned job(s);
- phasing, duration and end date;
- work method;
- process steps; and
- required facilities, including support and expenses.

4 This plan will also describe the nature of the conclusions drawn after the meeting, regarding among other things sustainable employability, internal or external mobility or other conclusions, such as retraining.
5 The employer, for instance, will facilitate degree programmes, training programmes, (temporary) secondment, internal and external internships or EVC (accreditation of prior learning) programmes.

6 In certain circumstances, a temporary solution could be to take on excess work from others in Wageningen UR or conduct work outside of Wageningen UR. Employees are obligated to lend their cooperation to such efforts, if they can in all fairness be expected to do so.

Article 6.3.5 Mutual rights and obligations

1 A WnW programme offered by the employer lasts 10 months or more.
2 During the WnW programme the statutory provisions of the CAO are applicable.
3 Both employer and employee are compelled to work (continue working) on employability throughout the WnW programme, as described in Section 1 of this chapter. The employer will ensure the employee receives coaching and support, while the employee will make an active and demonstrable effort in realising the agreed Action Plan.
4 The employee is obligated to accept a job offer in line with his envisioned job(s). Refusing an envisioned job that was offered will at least result in losing the right to a personal allowance, facilities or entitlements as described in the following paragraphs.
5 An employee, who through a WnW programme is assigned to a lower job position or in a lower salary scale, if horizontal reappointment is not possible, the employee will be assigned to a lower salary scale, from the start of the month following the placement. In such a case, the employee will be given a personal allowance.
The salary scale may not be lowered more than one scale. If possible, the reappointment will be horizontal. This allowance is equal to the difference between the original and new salary level and will be phased out starting from the month directly following the reappointment in steps of 1 increment per year.
The employer or the employee can convert the above-mentioned personal allowance into a one-time annuity equal to the nominal value of the phased out allowance for the remaining period, plus 10%.
6 The employee will retain his right to annual periodic salary increases up until the new scale maximum, provided he, in the opinion of the employer, shows good performance (in accordance with the P&D evaluation categories) in the job linked to the lower scale.
7 Subject to the provisions in Article 3.5 of the ABP Pension Regulations, the original higher income will remain indicative of the level of pension.
8 The employer will ensure the implementation of the Wageningen University & Research Recruitment and Selection Procedure and the priority positions for internal candidates established as part of this procedure.

Article 6.3.6 Disputes

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

Section 4 Hybrid working

Article 6.4.1 Hybrid working

The parties to the CAO have established the following frameworks:
- For employees, hybrid working is an option, not a right.
- With permission from their manager, employees work at the location(s) where they are most effective (and satisfied).
- Individual (working) agreements are made between manager and employee, partly with application of the frameworks for working from home as applicable at WUR.
- The manager will include possibilities for facilitating hybrid working, such as hybrid meeting facilities.
- On the basis of health and safety regulations, if work is carried out at home, the employer bears responsibility (and has monitoring powers) with respect to the home workstation.

- The employer may choose to provide the home office equipment or to reimburse the costs thereof, for example, on the basis of an expense claim form.
- Reimbursement is only possible if the employer can test whether the home office meets the health and safety requirements.
- As for employees who do not live in the Netherlands, a customised arrangement is made locally, taking into account the tax and social security situation.
- Employees workers are entitled to a home working allowance.

The amounts are:
- € 2 per home working day (fixed appointment or on a claim basis);
- € 4 per week for two home working days;
- € 25 per month internet allowance;
- allowance for commuting in accordance with the WUR Travel Expenses Implementation Regulations (on these days, there is no entitlement to the € 2 allowance for homeworking days).

Section 5 Vitality pact arrangements

Article 6.5.1 Structure of the arrangement

1 According to the provisions of this article, an employee who has been employed by the employer for at least 10 years shall have the right to reduce the working week to a 4-day working week or a 3-day working week in accordance with the standard weekly schedule as set out in Appendix H from within five years before the employee reaches retirement age.

2 Employees can shorten their workweek by 20% (4-day variant) under the following conditions:
   - the employee is allocated 20% of their agreed working hours as special leave with continued payment of partial salary;
   - the employee has a working week of 4 days in accordance with the weekly schedule in Appendix G, whereby 85% of the gross salary is paid. From 1 August 2023, up to and including salary scale 7, 90% of the gross salary will be paid;
   - the employee waives all non-statutory holiday hours and retains entitlement to 4 times the remaining number of working hours per week (statutory holiday entitlement), plus an annual number of compensation hours, as specified in the weekly schedule in Annex G. The collective holidays, determined in accordance with Article 4.1.1 paragraph 3 of the CAO, that coincide with the weekly schedule are deducted from the compensation hours or holiday accrual.

3 Employees can shorten the working week by 40% (3-day variant) under the following conditions:
   - the employee is allocated 40% of their agreed working hours as special leave with continued payment of partial salary;
   - the employee has a working week of 3 days in accordance with the weekly schedule in Annex G, whereby 70% of the gross salary is paid. From 1 August 2023, up to and including salary scale 7, 80% of the gross salary will be paid;
   - the employee waives all non-statutory holiday hours and retains entitlement to 4 times the remaining number of working hours per week (statutory holiday entitlement), plus an annual number of compensation hours, as specified in the weekly schedule in Annex G. The collective holidays, determined in accordance with Article 4.1.1 paragraph 3 of the CAO, that coincide with the weekly schedule are deducted from the compensation hours or holiday accrual. The weekly work schedule will be designed in such a way that holiday and compensation hours together amount to at least five times the number of working hours per week (weekly work schedule).

4 When participating in the 4-day variant with 20% special leave as referred to in the third paragraph, after participation for one year it is possible to switch to the 3-day variant with 40% special leave as referred to in the third paragraph. However, switching from the 3-day variant to the 4-day variant is not possible. To prevent this from being considered an early retirement scheme (RVU) for tax purposes, in the eleventh year before reaching statutory retirement age, employees must have worked at least 50% of the hours in their original employment contract and must work at least 50% of these hours in the calendar year prior to participation. Participation in the scheme is not possible if the weekly schedule falls below 4 days of 4 hours or 3 days of 5.5 hours (actual remaining average

weekly working hours not less than 14.4 hours or a standard schedule of not less than 16 hours including compensation hours). In Appendix G, taking into account these requirements, a summary is given of the various options for the new standardised weekly schedules with the corresponding accrual of statutory holiday hours and compensation hours.

5 Under current regulations and ABP conditions, the pension accrual base can be maintained at 100% of the pre-special leave base. The employee pays the employee portion of the entire pension contribution.

6 However, all salary-related allowances and benefits referred to in Chapters 3 and 4 of the CAO, with the exception of Article 3.12 of the CAO, are based on 85% of the salary (from 1 August 2023 up to salary scale 7 at 90% of salary)in the 4-day variant and 70% of the salary (from 1 August 2023 up to salary scale 7 at 80% of salary) in the 3-day variant.

Article 6.5.2 Fulfilment of the workweek

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

Article 6.5.3 Conditions for participation

1 Actual participation in the scheme runs until the state pension age is reached. Participation is possible for employees with an employment contract of no more than 36 hours per week on average (1.0 FTE) and who have worked continuously for the employer for at least 10 years.

2 If the contract is for more than 36 hours per week on average, this must be reduced to an employment contract of 36 hours per week on average before participation in the scheme is possible.

3 An extension of the working hours within one year prior to participation in this scheme is not taken into account when applying Article 6.5. In this scheme, the working hours will first be reduced to the amount before the expansion. The weekly schedule, salary payment and pension accrual will be based on that amount.

4 However, a reduction of the working hours within one year prior to participation in this scheme will be taken into account when applying Article 6.5. In this scheme, the new working hours will be the basis for the new weekly schedule, salary payment and pension accrual, taking paragraph 4 into account.

5 The request for participation must be submitted in writing to the employer no later than three months prior to the desired effective date. The employer will respond to this request within four weeks of receiving the application

6 Participation in the scheme is only possible after any remaining leave balance, under which the savings variant and any compensation hours that have not yet expired –has been used entirely and any leave backlog has been reduced to no more than the statutory holiday hours to which the employee is entitled annually based on the working hours in the original employment contract.

7 The employer may refuse participation in the event of compelling business interests or a disproportionate increase in work pressure for the employee and/or their colleagues. In the event of severe operational problems regarding re-assignment of the hours previously worked by the employee, the employer may postpone participation for a maximum of 12 months, but to no later than 30 September 2022.

8 Employees who are partially incapacitated for work can participate in the scheme to the extent that this is possible within their reintegration obligations. If a participant becomes fully incapacitated for work, participation can be terminated prematurely at the employee’s request. In the event of long-term and full occupational disability, participation in this scheme ends after 39 weeks of incapacity and the employee returns to the working hours that immediately preceded participation.

9 No overlap with or entitlement to:
- a sabbatical or savings variant.
- non-statutory holiday hours and option hours.
- use of time as a source for the Conditions of Employment Choice Model.

- use of compensation hours in the savings variant.
- it is no longer possible to extend or reduce working hours without terminating participation.

10 It is not permitted to perform other paid work at or for Wageningen University & Research or new additional employment activities (if paid) via a new employment contract or hiring arrangement. If this occurs, the participation ends with immediate effect.

Article 6.5.4 Hardship clause

1 If participation in or the application of this scheme leads to unfair and/or unreasonable consequences for the employee, the employer may, at the employee's request, create a modified scheme.

Chapter 7 Special rights and obligations

Article 7.1 Ancillary activities

1 The employee is obliged to notify the employer of their ancillary activities before they begin them or at the start of their employment.
2 Ancillary activities may only be performed with the employer's consent.
3 Permission shall be granted to perform ancillary activities outside working hours unless there is an important business interest and an objective justification for refusal. An objective justification shall, in all circumstances, be understood to mean the impairment of trust in (academic) integrity, the protection of trade secrets, the prevention of conflicts of interest, damage to the interests of Wageningen Research, protection of the health and safety of the employee and violation of the Working Hours Act.
4 Employees who perform ancillary activities are subject to the Wageningen University & Research Ancillary Activities (Implementation) Regulations as part of this CAO.

Article 7.2 Intellectual property

1 Without prejudice to the statutory rights of the employer regarding intellectual property (industrial property and authorship rights), such as models, methodologies, drawings, software, written and/or manufactured works, the employer holds the exclusive intellectual property rights to the employee's inventions (and income acquired from these inventions) that result from this employment, whether alone or in cooperation with others. The employer has the same rights with respect to the property and/or goods described above, which the employee did not produce in the context of their employment, but which can be reasonably assumed were developed by using the expertise or skills acquired from the employer.
2 When working on the behalf and at the expense of the employer, the employee is obliged to cooperate with acquiring, obtaining access to and maintaining all rights of the employer, in the Netherlands or abroad, that are referred to or are pursuant to the provisions in the first paragraph of this article.
3 The employer is not required to actually apply for patents and/or other formal protection for the matters referred to in the first paragraph of this article. The employer is free to provide assistance to third parties in their attempts to obtain protection for the relevant inventions and other matters.
4 In cases where the employer is not interested in an invention made by the employee as referred to in the first paragraph of this article, the employer can provide the employee with the right to file for a patent for this invention. The employer is required to make a decision about whether or not to provide permission to file for a patent within three months after such a request is received in writing from the corresponding employee.
As long as such a request has not been received, the employer is free to use the relevant invention, to publicise it and/or to report this invention to third parties. If such a request has been received, the employer, as long as he has not made a decision about the request, will take reasonable account of the interests of the employee regarding the use of or publication pertaining to the invention.
If the employee has obtained a patent, when providing licenses to third parties he will, if the employer requests this, stipulate that the employer can continue to use the invention and the specific expertise related to the invention for himself without being obligated to make any form of payment. To the extent this is possible, this paragraph will apply in the same way to other forms of intellectual property.
5 The employee who holds or acquires interests related to patents or patent applications is obligated to immediately report this to the employer. The employer will decide whether the continuation of these interests is or is not compatible with the employment contract. If the employee fails to inform the employer about such interests, the employer can terminate their employment contract. In addition, the employer can claim damages from the employee.
6 The employee has no right to any reimbursement whatsoever with respect to the provisions in this article, unless the employer decides otherwise, subject to statutory obligations.

Article 7.3 Confidentiality

1 The employee is required to follow all instructions from the employer regarding the confidentiality of facts and circumstances of the activities of the employer and of Wageningen University.
2 The employee is also required to treat all details concerning the activities of the organisation with which he becomes acquainted during his employment as confidential (both during the period of employment and afterwards), to use this information only as intended for the purposes of the employment and to refrain from providing this information to third parties or to make it known in any other way.
3 If a client of the employer requests, the employee will sign a confidentiality agreement.
4 The employer reserves the right to recover damages from the employee (or ex-employee) that result from violations of the duty of confidentiality.

Article 7.4 Cooperation with employer's right of recourse

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

Article 7.5 Impermissible actions

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

Article 7.6 Suspension with pay

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

Article 7.7 Suspension without pay

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

Article 7.8 Hearing and notification

1 Before the employer suspends the employee with or without pay, the employee has the right to be heard.

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

Chapter 8 End of employment

Article 8.1 Termination of employment

1 Regarding termination of employment, the provisions of the Civil Code (BW) apply, unless otherwise stated in this CAO. The employment will end in any case by law upon reaching the AOW entitlement age.

2 Contrary to Article 670 paragraph 3 BW, the termination ban during compulsory military service or replacement service is not applicable.

Article 8.2 Notice period

1 Contrary to Article 7:672 paragraphs 2, 3 and 6 of the Dutch Civil Code, the individual contract of employment can specify a notice period for the employee of one, two or three months. If a notice period of one. two or three months is agreed with the employee, then a notice period of two, three or four months, respectively, applies to the employer.

2 If in the individual employment contract, no use is made of the possibilities described in paragraph 1, the legal notice periods apply to both the employee and employer.

Article 8.3 Protection against unfair dismissal in case of trade union membership

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

Article 8.4 (Non-statutory) unemployment insurance benefits

1 If the employee is entitled to unemployment insurance benefits due to unemployment on or after 1 January 2016, and has (or had) no entitlement to benefits pursuant to the 2015 Unemployment Insurance Act (BWDLO 2015) or the Non-statutory Unemployment Scheme 2016 (BWWR 2016), or if a claim to the above-mentioned non-statutory schemes is waived, then the former employee may, after the unemployment benefits have ended, be entitled to a repair allowance in connection with the reduction of the unemployment benefits period that went into force on 1 January 2016.

2 The employee who has a right to statutory unemployment insurance benefits and who was employed by the Wageningen Research Foundation (the former DLO Foundation) before 1 July 2007, and has remained continuously employed by this employer until the time of discharge, is entitled to benefits based on the non-statutory Unemployment Scheme WR 2016 if they

   a commenced permanent employment with the Wageningen Research Foundation on or after 1 January 1999 and became unemployed according to the definition of the Unemployment Insurance Act as a result of dismissal for business economics reasons, or

   b was employed by the Dienst Landbouwkundig Onderzoek before the date of privatisation (1 March 1999/1 June 1999) and as a result of this privatisation commenced employment based on a contract for an unspecified period with the Wageningen Research Foundation (the former DLO Foundation) and became unemployed as defined by the Unemployment Insurance Act as a result of dismissal.

3 Based on the provisions in this Article, the following employees have a right to severance pay according to the standard in Article 9 of the relevant Protocol published on WUR intranet: those who commenced employment with the Ministry of Agriculture, Nature Management and Fisheries before 1 January 2001 and worked before October 2001 at Applied Livestock Research, IAC or ILRI, and those who commenced employment with the Ministry of Agriculture, Nature Management and Fisheries before 1 October 2001 and worked at Applied Plant Research.

4 Based on the provisions in this Article, the employee who commenced employment with the Ministry of Agriculture, Nature Management and Fisheries before 1 January 2002 and worked at the sector Buildings, Management and Maintenance of Facilities and Services has a right to severance pay according to the standard in Article 8 of the relevant Protocol published on WUR intranet.

5 Due to the amendments to the Unemployment Insurance Act on 1 October 2006, the Unemployment Scheme DLO, as it was in effect on 1 September 2006, will not be adjusted downward with respect to the level, duration and accrual of entitlement to Enhanced Unemployment Insurance Scheme benefits.

Article 8.5 Death

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

Chapter 9 Reorganisations

Section 1 Consultation and advice

Article 9.1.1 Consultation with trade unions

1 The employer reports an intention to reorganise as referred to in Article 25, paragraph 1 under c, d, e and f of the Works Councils Act (WOR) to the trade unions who are party to this CAO if the intended reorganisation has important social consequences.

2 During a reorganisation, as referred to in paragraph 1, the Redundancy Programme, as included in this chapter, is in force to guide the social consequences of the reorganisation. If the trade unions wish to make agreements about the possible application and effect of the instruments referred to in Article 9.2.12, the employer will consult with the trade unions on this topic.
In the situation referred to in paragraph 1, the employer will provide the parties concerned with a summary of the reasons for the intended reorganisation, the consequences of the reorganisation and the measures that are being considered with respect to these consequences.

3 Information provided by the employer and/or trade unions as part of these agreements will – if the party contributing the information requests this – be treated confidentially. In that case, publication will only take place with the permission of both parties.

4 The employees concerned will be informed as fully and as soon as possible about an intention to reorganise and the subsequent decision-making on this matter.

Article 9.1.2 Advice of the Works Council

1 Regarding an intention to reorganise as referred to in Article 25, paragraph 1, under c, d, e and f of the Works Councils Act, the employer requests the Works Council for advice at an early enough stage that the standpoints of the Council can be considered when making a decision.

2 The request for advice as referred to in paragraph 1 takes place simultaneously with the notification of the trade unions as referred to in Article 9.1.1, paragraph 1.

Section 2 Redundancy programme

Article 9.2.1 Reappointment period and dismissal

1 The employer strives to avoid involuntary dismissal whenever possible. The employer therefore adopts measures, beginning with reporting the reorganisation to the trade unions.

2 Reappointment candidates are individuals who are subject to dismissal in compliance with the provisions in the Dismissal decree, and are designated as such. Articles 9.2.2 through 9.2.9 apply to the reappointment candidates.

3 The employment of the reappointment candidate with a permanent contract of employment will be terminated no later than 10 months, excluding the notice period, after being singled out as a reappointment candidate. If a WnW programme was in effect prior to the designation as a redeployment candidate (HPK), then the total duration of the WnW program and redeployment period during a reorganisation is a maximum of 17 months (plus notice period).

4 The employment of the reappointment candidate who has a temporary employment contract, will be terminated at the end of the remaining period of employment, but after no more than 10 months, excluding the notice period.

5 During the reappointment period as referred to in clause 3, the reappointment candidate can be assigned other temporary tasks inside or outside Wageningen University & Research.

Article 9.2.2 Mutual rights and obligations

1 Within the reappointment period, the employer is obligated to offer the reappointment candidate at least one suitable job as referred to in Article 9.2.5.
2 The employer conducts an active training and retraining policy to promote the labour market position of the reappointment candidate.
3 Reappointment candidates are given priority when filling vacancies in accordance with the provisions in the Recruitment and Selection Procedure Wageningen University & Research.
4 In consultation with the reappointment candidate, the employer draws up an individual support plan which specifies all efforts of the employer and the reappointment candidate, as well as all relevant agreements.
5 The reappointment candidate has a right to career coaching.
6 The reappointment candidate is exempt from his normal job duties for at least one day per week, or at least 1/5 of the normal workweek with a minimum of four hours per week, in order to apply for jobs and/or conduct career activities (including training activities).
7 The reappointment candidate is obligated to demonstrate that he is doing everything possible to find a suitable job.
8 The reappointment candidate is obligated to accept a suitable job.
9 The reappointment candidate who requires training or retraining to be reappointed to a suitable job can be obligated to participate in such training.

Article 9.2.3 Anticipating reorganisation

The employer can apply Article 9.2.2, paragraphs 7, 8 and 9, Article 9.2.6, Article 9.2.7 and Article 9.2.9 to the employee whose job will be eliminated in the foreseeable future.

Article 9.2.4 Sanction

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

Article 9.2.5 Suitable job

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

Article 9.2.6 Commuting

1 In connection with the candidate's reappointment or placement in another job within Wageningen University & Research, an extra travel cost allowance will be allocated for no more than six years if the commuting distance of the reappointment candidate between his home address and work address increases and he is not obligated to relocate.
2 For the first three years, the additional allowance amounts to the difference between: 1. the allowance granted to the re-employment candidate on the first day of their re-employment pursuant to Article 7, Paragraph 1 of the Execution Regulation on Relocation Costs on the basis of declared commuting kilometres, but without the limitation of 30 kilometres one way, but with a maximum of 80 kilometres one way, and 2. the allowance that would have been granted to the re-employment candidate pursuant to Article 7, paragraph 1, of the Regulation on Relocation Costs on the basis of declared commuting kilometres is capped at 30 kilometres one way. This allowance and amounts in the fourth, fifth and sixth year to 75, 50, and 25% respectively.
3 Under conditions to be established by the employer, the right to the extra travel expenses allowance can be redeemed at the request of the reappointment candidate.

Article 9.2.7 Financial provision in case of reappointment to a distant job

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

Article 9.2.8 Incentive bonus

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

Article 9.2.9 Salary supplement

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

Article 9.2.10 Severance pay

If no suitable job has been found at the end of the reappointment period as referred to in Article 9.2.1, and the contract of employment has been terminated, the provisions in Article 8.4 apply.

Article 9.2.11 Guaranteed severance pay

1 The reappointment candidate referred to in Article 9.2.1, paragraph 3 who resigns to accept a job elsewhere and who, through no fault of his own, is dismissed within two years after commencement of employment, has a right to benefits based on the Unemployment Scheme WR if he qualifies for statutory unemployment insurance benefits at the time of discharge, subject to Article 8.4, paragraph 2.
2 To determine the duration and amount of the Unemployment Scheme benefits, the commencing date is the date on which the reappointment candidate resigns.

3 If this employee, as a result of his dismissal, has a right to non-statutory benefits elsewhere, these benefits are subtracted from the Unemployment Scheme WR benefits.

Article 9.2.12 Other measures

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

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

Article 9.2.13 Hardship clause

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

Chapter 10 Complaints regulations

Section 1 Individual right of complaint

Article 10.1.1 Appointment/remit of the committee

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

Article 10.1.2 Composition of the committee

The Individual Complaints Committee consists of three members, whereof two are appointed by the employer and the Wageningen University & Research Central Works Council respectively. The third member, the chairperson, is nominated jointly by the employer and the Wageningen University & Research Central Works Council. The committee makes recommendations to the Executive Board of the Wageningen Research Foundation regarding the complaints submitted.

Article 10.1.3 Regulations

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

Section 2 Complaint procedure concerning job classification

Article 10.2.1 Committee

Job classification related objections are dealt with by the Individual Complaints Committee.

Section 3 Undesirable behaviour

Article 10.3.1 Committee

If a complaint is filed, the employer will appoint an independent external complaints committee.

Article 10.3.2 Regulations

In consultation with the Central Works Council Wageningen University & Research, the employer will establish an undesirable behaviour complaints procedure.

Section 4 Ombudsperson

Article 10.4.1 Ombudsperson

The employer will appoint an independent Ombudsperson.

Article 10.4.2 Regulations

The employer will establish the WUR Ombudsperson Regulations in consultation with the Wageningen University & Research Central Works Council.

Appendices

Appendix A Salary tables

Overview of salary scales 2025 to 2026

Under the CLA WR 1 July 2025 to 30 June 2026, the following has been agreed on salary progression agreed:

As of 1 July 2025, the salaries of Wageningen Research employees who are employed by the Wageningen Research Foundation on 1 July 2024 will be increased by 2.0% on a structural basis. Thereafter, as of 1 July 2025, all amounts in the salary table in Appendix A of the Wageningen Research collective labour agreement will be increased by €100 gross on a structural basis. The salary increase and increase in the salary table will be paid out no later than October 2025.

In addition, Wageningen Research employees who are employed by Stichting Wageningen Research on 1 July 2025 will receive a one-off payment no later than October 2025. This payment will amount to €350 gross, based on full-time employment. Part-time employees will receive an amount proportional to the extent of their employment.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	4,70% salaris 1-7-2024	3,70% salaris 1-9-2024	1,00% salaris 1-1-2025	2% + € 100,- salaris 1-7-2025
0																		2287	2496	2521	**2671**
1	0																	2311	2496	2521	**2671**
2	1																	2335	2496	2521	**2671**
3	2	**0**																2359	2496	2521	**2671**
4	3	**1**																2383	2496	2521	**2671**
5	4	**2**																2407	2496	2521	**2671**
6	5	**3**	0															2431	2521	2546	**2697**
7	6	**4**	1															2455	2546	2571	**2722**
8	7	**5**	2	**0**														2479	2571	2597	**2749**
9	8	**6**	3	**1**														2503	2596	2622	**2774**
10	9	**7**	4	**2**														2527	2620	2646	**2799**
	10	**8**	5	**3**	0													2551	2645	2671	**2824**
	11	**9**	6	**4**	1													2575	2670	2697	**2851**
	12	**10**	7	**5**	2													2599	2695	2722	**2876**
		11	8	**6**	3													2623	2720	2747	**2902**
		12	9	**7**	4	**0**												2695	2795	2823	**2979**
		13	10	**8**	5	**1**												2771	2874	2903	**3061**
			11	**9**	6	**2**												2850	2955	2985	**3145**
			12	**10**	7	**3**	0											2932	3040	3070	**3231**
				11	8	**4**	1											3007	3118	3149	**3312**
				12	9	**5**	2		0									3088	3202	3234	**3399**
					10	**6**	3	**0**										3166	3283	3316	**3482**
					11	**7**	4	**1**	1									3245	3365	3399	**3567**
						8	5	**2**										3318	3441	3475	**3645**
						9	6	**3**	2									3430	3557	3593	**3765**
						10	7	**4**										3551	3682	3719	**3893**
							8	**5**	3	**0**								3693	3830	3868	**4045**
							9	**6**										3845	3987	4027	**4208**
							10	**7**	4	**1**								4001	4149	4190	**4374**
								8	5	**2**								4174	4328	4371	**4558**
								9	6	**3**	0							4344	4505	4550	**4741**
								10	7	**4**	1							4520	4687	4734	**4929**
									8	**5**	2							4687	4860	4909	**5107**
									9	**6**	3	**0**						4862	5042	5092	**5294**
									10	**7**	4	**1**						5035	5221	5273	**5478**
										8	5	**2**						5258	5453	5508	**5718**
										9	6	**3**	0					5497	5700	5757	**5972**
										10	7	**4**	1					5737	5949	6008	**6228**
											8	**5**	2					5994	6216	6278	**6504**
											9	**6**	3	**0**				6260	6492	6557	**6788**
											10	**7**	4	**1**				6522	6763	6831	**7068**
												8	5	**2**				6785	7036	7106	**7348**
												9	6	**3**	0			7046	7307	7380	**7628**
												10	7	**4**	1			7306	7576	7652	**7905**
													8	**5**	2			7567	7847	7925	**8184**
													9	**6**	3	**0**		7831	8121	8202	**8466**
													10	**7**	4	**1**		8091	8390	8474	**8743**
														8	5	**2**		8354	8663	8750	**9025**
														9	6	**3**	0	8617	8936	9025	**9306**
														10	7	**4**	1	8880	9209	9301	**9587**
															8	**5**	2	9135	9473	9568	**9859**
															9	**6**	3	9397	9745	9842	**10139**
															10	**7**	4	9660	10017	10117	**10419**
																8	5	9925	10292	10395	**10703**
																9	6	10183	10560	10666	**10979**
																10	7	10449	10836	10944	**11263**
																	8	10730	11127	11238	**11563**
																	9	11022	11430	11544	**11875**
																	10	11306	11724	11841	**12178**

Minimum VU = 8% van schaal 3 trede 10 **CAO WR HF 3 - art. 3.7 lid 1** **Minimum loon WR = € 17,12 x 156 uur = €2671,00**	VU Minimum 1-7-2024	VU Minimum 1-9-2024	VU Minimum 1-1-2025	**VU Minimum 1-7-2025**
	207,92	215,60	217,76	**230,08**

Salarisschaal promovendi		salaris 1-7-2024	salaris 1-9-2024	salaris 1-1-2025	**salaris 1-7-2025**
	0	2629	2726	2753	**2908**
	1	3060	3173	3205	**3369**
	2	3208	3327	3360	**3527**
	3	3360	3484	3519	**3689**

Appendix B Explanation of process steps WnW programme

Initial interview WnW programme
The employee receives an invitation by e-mail or mail for the first interview on employability and mobility. He will be informed of the reasons and objectives of the WnW programme and the process steps.
The market developments, relevant information, such as strategic staff planning of his unit and the P&D outcomes will be discussed and agreements will be made on the individual content of the personal WnW programme, including the number of meetings, the duration of the programme, the final objectives and a possible follow-up programme.
The employer will make a report of the initial interview. The employee will receive a copy of this report. The report must be available for the employee no later than a week before the Action Plan is agreed.

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

Final interview WnW programme
The WnW programme ends on the agreed date or earlier if the targets have been achieved, or at the start of a reorganisation within the meaning of Chapter 9 of the CAO. A final interview will take place in which the Action Plan is evaluated and the implementation of the employer's conclusions regarding employability, internal and external mobility will be discussed.

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

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

Reorganisation
The WnW programme can be terminated at the start of a reappointment period as referred to in Chapter 10 of the CAO. In consultation with the reappointment candidate, the employer draws up an individual support plan which specifies all efforts of the employer and the reappointment candidate, as well as all relevant agreements, in accordance with Article 9.2.2 paragraph 4.

Appendix C Mobility facilities

I Facilities for external mobility

Article 1 Allowance for starting a business

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

Article 2 Exemption from repayment obligation

The employer can provide an exemption for a previously imposed repayment obligation. These repayment obligations are included in:

- Chapter 4, section 4 of this CAO regarding parental leave on partial pay;
- the Implementation Regulation for development and training facilities WUR with regard to financial facilities;
- the Implementation Regulations Relocation Expenses Wageningen University, with respect to the relocation expenses.

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

Article 3 Relocation in case of voluntary dismissal

1 If an employee is required to relocate as a result of accepting a job outside WR, and the new employer does not offer a relocation allowance, then WR can allocate a relocation expenses allowance (partial or full) in accordance with the Implementation Regulations Relocation Expenses Wageningen University & Research.

2 If an employee must relocate as a result of accepting a job outside WR, which results in the one-way distance for commuting from home to work being reduced by more than 50 km, then the WR can allocate a one-time amount of €10,890 (pre-tax). Payment is made after the actual relocation on the condition that the relocation has taken place within one year after the date of resignation.

Article 4 Compensation for pension discontinuity

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

Article 5 Re-hire guarantee

1 If the employee resigns, the employer can agree to a re-hire guarantee of no more than 2 months. In exceptional cases, this can be extended to 6 months. With a reappointment candidate, the re-hire guarantee will be for no more than 1 year.

2 If financial measures are applied in combination with the re-hire guarantee as referred to paragraph 1, then the employee concerned must declare in writing that he is obligated to repay these financial measures upon being rehired.

Article 6 Interim job placement (external)

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

Article 7 Outplacement

The employer can make an agreement with the employee about an outplacement plan.
The risk of dismissal by a new employer can be compensated by a leaving employee bridging a short-term trial period with unpaid special leave at WR.

II Facilities for internal mobility

Article 1 Mobility increment or bonus

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

Article 2 Waiting period arrangement

The employee who is obligated to relocate as a result of a job placement or reappointment, and who states that he requires additional time, can be granted a two-year waiting period. During this waiting period, the employee receives a travelling expenses allowance as if he had an obligation to relocate, based on the costs of public transport.
Regarding the employee's own contribution to these expenses, the provisions in the Implementation Regulations Relocation Expenses Wageningen University apply.

Article 3 Commuting from home to work

In connection with his reappointment or placement in another job, if the commuting distance of the employee between his home address and work address increases and he is not obligated to relocate, an extra travel expenses allowance will be allocated for no more than six years. For the first three years, the additional allowance amounts to the difference between: 1. the allowance granted to the transfer candidate on the first day of their reassignment pursuant to Article 7, paragraph 1 of the Execution Regulation on Relocation Costs on the basis of declared commuting kilometres, but without the 30-kilometre one-way limit, but with a maximum of 80 kilometres one-way, and 2. the allowance that would have been granted to the transfer candidate on the grounds of article 7, paragraph 1, of the Regulation on Implementation of Relocation Costs on the basis of declared commuting kilometres is capped at 30 kilometres one way. In the fourth, fifth and sixth years, this allowance amounts to 75, 50 and 25% respectively.
Under conditions to be established by the employer, the right to the extra travel expenses allowance can be redeemed at the request of the reappointment candidate.

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

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

Article 6 Working from home

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

Article 7 Interim job placement (internal)

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

Article 8 Working hours

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

III Facilities for business relocation

Article 1 General provisions

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

Article 2 Obligation to relocate

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

Article 3 Relocation option

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

Article 4 Provisions for commuting

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

1 *During the first two years, beginning with the date of the decision to relocate the business:* As long as the employee has not relocated, in addition to receiving an allowance for travel expenses for commuting from home to work, they will receive an additional allowance for the increased commuting distance as a result of the relocation of the business, as well as compensation for the additional travel time.
   The amount of the additional allowance is determined as follows: the increased commuting distance from home to work times €0.19 minus the employee's own contribution of 20% per declared commuted kilometre.
   During the first year, the compensation for the travel time is 50% of the additional travel time, and 25% for the second year.
2 *During the third and fourth years after the date of the decision to relocate the business:* As long as the employee who has an obligation to relocate (see Article 2) or who has chosen to relocate (see Article 3) has not relocated, they will receive an extra allowance for the increased commuting distance resulting from the relocation of the business, in addition to previously received allowance for travel expenses for commuting from home to work.
   a The amount of the additional allowance for the third year is determined as follows: 2/3 of the increased commuting distance from home to work times €0.19 minus the employee's own contribution of 20% per declared commuted kilometre.
   b The amount of the additional allowance for the fourth year is determined as follows: 1/3 of the increased commuting distance from home to work times €0.19 minus the employee's own contribution of 20% per declared commuted kilometre.
   c The allowance for commuting from home to work (the sum of the original allowance for commuting from home to the old location and the extra allowance) is at least equal to an allowance for commuting from home to the new location as described in the Implementation Regulations Relocation Expenses, Article 6 paragraph 2 (right to a travel and board allowance for commuting).
3 As long as he is making use of one or more provisions in this Article, the employee does not have a right to other provisions for commuting from home to work.

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

Appendix D Agreement between employers' organisations and trade unions involved in the CAO negotiations

1 Employer's contribution

The employer declares that it is prepared to pay a contribution per employee per year to the employee's trade unions. This amount is € 2,12 for 2025 and is indexed annually on the basis of the general wage development with the employer. The reference date for determining the number of employees is 1 January.

2 Trade union leave

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

3 Trade union facilities

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

4 Facilities for Works Councils

1 The Works Council and, if applicable, its committees, may use the employer's facilities to the extent they require them for their duties.

2 The employer provides the members of the Works Council with the opportunity, during work hours and with full retention of their monthly income, to consult each other and/or others regarding matters of which they are party to in the performance of their duties, as well as become acquainted with the working conditions at the employer.
An agreement is made annually regarding the number of hours required for this consultation, with a minimum of 60 hours per year.

3 The employer provides the members of the Works Council with the opportunity, during work hours and with full retention of their monthly income, to take the necessary training that they believe is necessary to properly execute their duties. An agreement is made annually regarding the number of hours required for this consultation, with a minimum of 5 hours per year.

Appendix E Negotiation result CLA

Collective Labour Agreement Wageningen Research Foundation

1 July 2025 to 30 June 2026

Wageningen Research Foundation on the one hand and FNV Overheid, CNV, VCPS and CMHF Overheid, employee organisations on the other, hereinafter referred to as the parties, have agreed on 10 July 2025 on the following broad outlines for the development of the terms of employment for Wageningen Research Foundation.

No later than 28 July 2025, the parties will decide whether this negotiation result will be converted into a final agreement.

1. Term

The term of the collective labour agreement is from 1 July 2025 to 1 July 2026 (12 months).

2. Salary

Structural salary increase

On 1 July 2025, the salaries of employees who are employed by Wageningen Research Foundation on 1 July 2025 will be increased by 2.0% on a structural basis. Subsequently, as of 1 July 2025, all amounts in the salary table in Appendix A of the Wageningen Research collective labour agreement will be increased by €100 gross on a structural basis. The salary increase and increase in the salary table will be paid out no later than October 2025.

One-off payment

In addition, employees who are employed by Wageningen Research on 1 July 2025 will receive a one-off payment no later than October 2025. Based on full-time employment, this payment will amount to €350 gross.

3. Career development and employability fund.

The parties attach great importance to career development (opportunities) within WUR. The Future of Work survey (2023/2024) showed that many employees want more control over their own careers. They want the freedom to shape their work and development in a way that fits in with their lives as a whole. Employees want the freedom to choose their own path.

At the same time, there are signs that in practice there is uncertainty about what is possible, especially when it comes to horizontal career steps. The parties recognise that employees do not always have a clear picture of the development options within WUR, or how they can put these into practice. The parties therefore propose to jointly investigate how we can better highlight the development opportunities. To this end, the parties to the collective labour agreement will look at identifying possible career/development paths where possible. This should provide support in exploring the possibilities and enable employees to have a meaningful discussion about their development.

To further develop resources for and provide information about development opportunities, the parties to the collective labour agreement intend to make use of the employability fund, as agreed at the current collective labour agreement negotiations (see below). The parties to the collective labour agreement will make further agreements on how these resources will be used in the Local Consultation.

'For university employees, it has been agreed that employers in the sector will set up an employability fund with the aim of supporting employees in their professional development and career mobility in times of government cutbacks, radical legislative changes and reorganisations.'

4. Equal pay for men and women

For the parties to the collective labour agreement, equal pay for women and men for equal or equivalent work is an important and shared principle. The parties to the collective labour agreement consider it essential that everyone within the Wageningen Research foundation is rewarded fairly, regardless of gender. In recent years, awareness of this issue has increased and efforts have been made to reduce the pay gap between women and men.

The parties to the collective labour agreement remain committed to further improvement. In anticipation of the European Directive on Pay Transparency, the parties to the collective labour agreement are actively working to provide insight into and monitor pay ratios and differences within the organisation. Transparency, awareness and structural improvements are at the heart of this approach. In this context, the employer will investigate (or have investigated) the current state of pay ratios within the Wageningen Research Foundation and discuss the results in the Local Consultation Committee by December 2025 at the latest.

5. Commuting expenses

The trade unions have requested attention for the reimbursement of travel expenses for a group of WR employees who, at the employer's request, have to perform work at a time or location where they are dependent on their own transport and cannot use public transport. Provisions have been made for employees in this situation in the WUR Business Travel Implementation Regulations. The employer will once again explicitly draw the attention of the managers of employees to whom these agreements apply to the relevant regulations.

NS business card for commuting by public transport

The parties agree that a feasibility study will be carried out into the introduction of the NS business card for commuting, in such a way that the existing agreements on reimbursement for travel by public transport are not affected, there is no increase in costs for the employer and there is no disproportionate administrative burden for the employer. Based on the results of the feasibility study, the parties to the collective labour agreement will decide by December 2025 at the latest on the introduction of the NS business card for commuting, with the earliest possible start date.

6. Investigation into the taking of leave in relation to leave options

The parties note that, on the one hand, there are requests to expand leave options, while on the other hand, it has been observed that leave hours are not being used and leave backlogs are accumulating. The parties consider it very important that employees take sufficient leave to be able to recover and achieve a good work-life balance. In this context, a guide has been developed for managers, emphasising the importance of taking leave for recuperation.

In order to gain a better understanding of why leave is not being taken, the parties wish to conduct a further investigation into the reasons for (incomplete) take-up of leave in relation to the existing leave options. Why is leave not being taken (in full)? Is this due to the form and/or conditions of the leave options offered, the work culture, the workload, or other reasons? The parties would like to gain more insight into possible limitations to taking leave, so that solutions can then be discussed. This

investigation will be carried out during the term of this collective agreement and should lead to recommendations that will be included in the next round of collective bargaining.

7. Workload

Workload remains one of the priorities for the parties to the collective agreement. However, it is also a difficult subject within the organisation for which there are no easy solutions. Commitment, attention and perseverance on the part of the employer are therefore required to achieve improvements in this area. The parties to the collective agreement agree to continue to discuss this topic on a structural basis and will therefore make the topic of "work pressure" a fixed item on the agenda of the Local Consultation, so that this topic remains on the table on a structural basis and the parties can work together on sustainable solutions.

8. Repayment of student debt and making housing more sustainable as sources in the choice model

The parties to the collective labour agreement note that the current collective labour agreement for Dutch universities does not contain any agreements on the possible gross repayment of student loans and the use of sources from the individual choice model for making one's own home more sustainable. At the same time, they note that this theme is receiving attention at other collective labour agreement tables outside the sector. There may also be interest in this within the organisation.

The parties agree to investigate among Wageningen University & Research employees the extent to which there is a need for such agreements. The employer will draw up and conduct a survey for this purpose in consultation with the unions. Depending on the outcome, the parties to the collective labour agreement will endeavour to put this theme on the agenda of the parties involved in the current collective labour agreement, with the aim of discussing the subject in the next collective labour agreement negotiations.

In this way, the parties to the collective agreement will endeavour to ensure that equivalent agreements can be made for the employees of Wageningen Research and Wageningen University on this point.

9. 4*9 working

The parties to the collective agreement have discussed bottlenecks that employees may experience with regard to the possibility of agreeing on a 4*9-hour work schedule for full-time employees. To resolve these bottlenecks, a checklist will be drawn up to support the discussion between the manager and the employee. Taking into account the employer's business interests, this checklist will form the objective basis for granting or denying an employee's request to work a 4*9 work schedule. This checklist will be finalised in the Local Consultation by the end of January 2026 at the latest.

10. Sustainable employability

Sustainable employability remains an important and jointly supported theme. The WR 2024-2025 collective labour agreement includes provisions with special attention to the personal circumstances of employees that may temporarily hinder their work, such as informal care. The parties to the collective labour agreement endorse the importance of healthy, motivated and employable employees – now and in the future.

The commitment to sustainable employability and the dialogue on agreements to be made will therefore be continued. Within the available frameworks, the parties in the Local Consultation will jointly seek opportunities to take further steps (including with regard to the Vitality Pact and the determination of arduous occupations within the framework of the RVU scheme).

11. Inclusion

The parties to the collective agreement agree to add the following text to the preamble of the WR 2025–2026 collective agreement: '*The parties to the collective agreement recognise the value of diversity and the power of inclusion within the Wageningen Research organisation. We are convinced that an inclusive culture not only benefits the well-being of our employees, but also contributes to a positive and productive working environment. With this collective agreement, we aim to create a working environment where all employees, regardless of gender, origin, age, disability or other personal characteristics, feel respected and valued. The parties to the collective labour agreement remain committed to an inclusive sector in which everyone can participate and feel welcome, safe and valued.*'

12. Working with AI

The use of artificial intelligence (AI) is developing rapidly, including within Wageningen University & Research. Within the organisation, there are initiatives that explore how to work with AI safely and responsibly. The parties agree that the current initiatives in the field of AI will be shared in the Local Consultation. This consultation will then explore what additional steps might be possible and/or necessary to support employees in applying and utilising AI in their work. This will also take into account the results of the research being conducted under the collective labour agreement for Dutch universities into how employees can be equipped to work with AI, so that everyone has the opportunity to develop further in this technology.

13. Local Consultation

In the WR 2024–2025 collective labour agreement, the parties to the collective labour agreement have agreed that, from 1 September 2024, trade union members in the Local Consultation for Wageningen Research (POWR) will be compensated by the employer for a maximum of 6 hours per week on average (maximum 2 trade union members) for the duration of this collective labour agreement, subject to the following conditions:

· The employer and the POWR establish regulations that include agreements on, among other things, the composition of the POWR, the frequency of consultations, deadlines and decision-making.

· The compensation will be evaluated at the end of the collective labour agreement and revised if the evaluation shows that there is reason to do so.

The parties note that the further elaboration of the conditions agreed at the time has not yet taken place. It has been agreed that this will be addressed in the coming period, with the parties evaluating the time available and the compensation for this and establishing regulations by 1 January 2026 at the latest.

14. Inclusion of participation scales in the WR collective labour agreement

The parties have discussed the employer's desire to enable employees who are distanced from the labour market to enter the organisation in an appropriate manner and to develop themselves sustainably within the organisation. Against this background, it is being explored whether the participation scales (100-120% of the minimum wage) from the NU collective labour agreement could be a useful instrument within the WR collective labour agreement, specifically for participation jobs.

The parties wish to investigate this instrument further. They therefore agree to jointly investigate in the coming period which target groups are currently not being reached, what the possible causes are and what is needed to reach these target groups.

Based on the results of this investigation, the discussion about the possible inclusion of the participation scales and/or other options in the Wageningen Research collective agreement will be discussed in the next collective agreement negotiations.

15. Continuation of discussions on further harmonisation of the NU collective labour agreement and the WR collective labour agreement

The parties to the collective labour agreement have been in discussions for some time about (the possibilities for) harmonising the terms and conditions of employment in the WR collective labour agreement and the NU collective labour agreement. Comparative studies have also been carried out by AWVN and Basis & Beleid for this purpose. The results of these studies have already led to adjustments. In the run-up to the 2026/2027 collective labour agreement, the parties want to investigate the possibilities for further harmonisation. The parties to the collective agreement will use the information from the reports by AWVN and Basis & Beleid to identify the differences and discuss them in the Local Consultation. If necessary, a sounding board group of employees may be set up and/or a survey may be conducted among employees. Conclusions will be drawn in the Local Consultation by March 2026 at the latest, so that the input can be taken into account for the next collective agreement round.

16. Amendment of the collective agreement text

The parties will review and clarify the text of the collective agreement before 1 January 2026 and make technical amendments based in part on the agreements made, experience gained and changes in legislation and case law, as well as foreseeable legislation. Amendments will be discussed in a joint technical committee.

17. Conversion to a negotiated agreement

Employee organisations will present this negotiation result to their members and inform the employer of the outcome of their member consultation by 28 July 2025 at the latest.

This negotiation result will be presented by the employer to the Executive Board of Wageningen Research Foundation on 14 July 2025.

Appendix F

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

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

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

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

a (WR) Researchers and HBO Researchers with whom a temporary employment relationship agreement has been concluded and which has been subsequently extended, in which the work activities are temporarily funded externally or a situation which involves co-financing (temporary programme and/or project funding).
The reason for the temporary extension must be tied to the necessity of being able to deliver a quality product or result to the external sponsor or co-financier.

Employment relationships in which the work activities are not structural, yet are necessary for operational management (e.g. support work activities that benefit a temporary automation project) and have not been completed within the time frame set previously.

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

PhD candidates;

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

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

General

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

80% variant

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

60% variant

- Working hours after reduction in average hours per week (A): 60% from 1.0 FTE to 0.667 FTE
- Statutory leave (V): 4 times A
- Daily working hours according
- to weekly schedule (DW): A/3 rounded up to half an hour (minimum of 5.5 hours)
- Weekly schedule (R):3 days of DW
- Compensation hours per year (CU): (R minus A) times 51

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

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

Examples:

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

Please note: If the scope of employment is 1.0 FTE, the following is also allowed:
*80%: Weekly schedule 30 hours (4*7.5 hours) with 116 statutory leave hours and 61 compensatory hours.*
*60%: Weekly schedule 22.5 hours (3*7.5 hours) with 87 statutory leave hours and 46 compensatory hours.*

Appendix H Designated jobs with reduced intervals

(CAO WR Article 2.4, paragraph 6)

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

IMPLEMENTATION REGULATIONS

I Sickness and Disability Scheme (ZAWR) Implementation Regulations

Article 1 Definitions

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

a Parties: Wageningen Research Foundation (WR) and the employees' organisations that are parties to the collective labour agreement for WR.
b Employee: the current or former employee as referred to in Article 1.5(c) CAO WR who has not yet reached the state pension age.
c State pension age: the pensionable age as referred to in Article 7a of the General Old Age Pensions Act (*Algemene Ouderdomswet*).
d Employer: the Executive Board of the Wageningen Research Foundation.
e Monthly income: the sum of the monthly salary and the fixed allowances for which the employee qualifies pursuant to the CAO WR.
f Occupational Health and Safety Service: an occupational health and safety service as referred to in the Working Conditions Act 1998 (*Arbeidsomstandighedenwet 1998*).
g Expert: an expert as referred to in Article 14, first paragraph, of the Working Conditions Act 1998 who is charged with the duties referred to in Art. 14(1)(b/c) of that Act.
h Medical examination: an examination by or on behalf of the Public Employment Service (UWV), or a study by an expert or health and safety service at the expense of the employer.
i Medical certificate: a statement, issued on the basis of the medical examination.
j company health support: support by or on behalf of an expert or health, and safety service in collaboration with the employer, focused on preventing or ending illness or occupational disability.
k WPA: the ABP Privatisation Act.
l UWV: the Employee Insurance Agency, referred to in Chapter 5 of the Work and Income Implementation Structure Act (SUWI).
m Pension regulations: the Pension Regulations of the General Pension Fund for Public Employees (ABP).
n Occupational disability: occupational disability as described in Articles 4 and 5 of the WIA Act.
o Occupational disability benefit: a periodically paid benefit due to the employee's occupational disability as defined under k.
p Disability pension: a disability pension as referred to in Chapter 3 of the Pension Regulations.
q Reappointment allowance: an allowance in case of reappointment as referred to in chapter 4 of the Pension Regulations.
r Suitable work: all work that is within the physical capabilities and skills of the employee, unless acceptance of this work cannot be required of the employee for physical, mental or social reasons.
s Passable work: all generally accepted work the employee is capable of performing with their physical capabilities and skills.
t ZW: the Sickness Benefits Act.
u WW: the Unemployment Insurance Act.
v WAO: the Invalidity Insurance Act.
w WIA: the Work and Income according to Labour Capacity Act.
x Wageningen Research Foundation non-statutory unemployment benefits: non-statutory supplement to the WW benefits on the basis of the Unemployment Insurance Act.
y ZW-benefit: sickness benefit referred to in Section 2, Chapter II, of the Sickness Benefits Act.
z WIA benefits: the disablement benefits or the work resumption payment for the partially disabled, referred to in Chapters 6 and 7 of the Work and Income according to Labour Capacity Act.
aa IVA benefits: disablement benefits referred to in Chapter 6 of the Work and Income according to Labour Capacity Act.
bb WGA benefits: the work resumption benefits referred to in Chapter 7 of the Work and Income according to Labour Capacity Act (WIA).
cc WW-benefit: the benefit referred to in Chapter II of the Unemployment Act (WW).

Article 2 Occupational healthcare

Under the 1998 Working Conditions Act, the employer is responsible for the employee's occupational healthcare.

This occupational health support is provided through or by the expert or health and safety (ARBO) service in collaboration with the employer.

The employee is obligated to cooperate in medical research and occupational healthcare-related counselling.

Employees may, where necessary after consulting the employer, make an appointment with the occupational health and safety service if they have any questions about their health in relation to their work.

Article 3 Leave due to illness or occupational disability

1 An employee who is wholly or partially prevented from performing their work due to illness or occupational disability will be granted full or partial leave.

2 Work is understood to mean the position held by the employee, or the combination of activities and the conditions under which they are carried out.

3 During the full or partial leave due to illness, the employee's employment status is assumed to remain unchanged in nature and scope, without prejudice to:
   a The provisions of Article 14.
   b The option to fully or partially terminate or reduce the employment or scope of employment if the employee so requests.
   c The option of terminating the employment contract or reducing the scope of employment if the employment contract was agreed for a fixed period, or an extension of the scope of employment was agreed for a fixed period.
   d The option of immediate dismissal on serious grounds.
   e The option of terminating the employment pursuant to Article 7:669 of the Dutch Civil Code.

4 The employer, who in accordance with these regulations has commissioned a medical examination, pending the conclusion thereof and in urgent cases of a medical nature, may grant the employee access to the building or buildings in which he/she usually performs his/her work activities. If according to a medical statement there is a risk of spreading an infectious disease, this access will be denied on a legal basis.

Article 4 Continued salary payment during illness

1 a If an employee cannot or can only partially carry out their work activities due to disability resulting from illness, they will retain 100% of their monthly income over a period of 39 weeks. From 1 January 2024, he will retain 100% of his monthly income during the first year of illness. At the end of those 39 weeks, respectively that first year of illness, they will receive 76% of their monthly income for the hours not worked and 100% for the hours worked, up to and including 104 weeks after the first day of illness. From 1 January 2024, after the end of the first year of illness up to and including 104 weeks from the first day of illness, he will receive 70% of his monthly income for the hours not worked. The employee whose monthly income continues to be paid at 76% on 31 December 2023 will retain, on the hours not worked, this percentage until the end of the sickness period. If 76%, respectively 70%, of their (pro rata) monthly income is less than the minimum wage they will receive the (pro rata) minimum wage. This period of 104 weeks will be extended in the situations referred to in Article 14, paragraph 5, subsection (a), (b) and (c) by a period calculated in accordance with those provisions. The reduction to 76%, respectively 70%, will not be applied in case of sick leave due to pregnancy or maternity. The employee's continued salary payment for holidays during illness (where holiday hours are taken), will be 100% of the monthly income from 1 August 2023.
   b The employee who receives IVA benefits during the first year of illness will have his benefits supplemented to 100% of his monthly income for the first 39 weeks respectively a year beginning with the first day of illness and to 80% of his monthly income for the rest of the year.
   c In determining the monthly income under 1a and b, incremental and general salary increases are included.

2 The employee is not entitled to continued payment of the monthly income as referred to in paragraph 1 in the situations stated in Article 7:629, paragraph 3 of the Dutch Civil Code.
3 Any ZW or WIA benefit that has been awarded or any occupational disability pension that has been awarded will be deducted from the monthly income referred to in the first paragraph. If the employee is entitled to a ZW or WIA benefit on the grounds of one or more employment contracts, those benefits will, for the purposes of the previous sentence, be attributed to the employment contract from which the monthly income continues to be paid, in proportion to the total income from the relevant employment contracts.
4 If the ZW benefit or WIA benefit is wholly or partially denied or permanently or temporarily reduced as a result of the actions or omissions of the employee, this benefit will, for the purposes of the third paragraph, be deemed to have been enjoyed in full.
5 At the employer's request, the employee will fully cooperate in arranging for the ZW or WIA benefit to be paid through the employer.
6 For the purpose of determining the period of 39 weeks referred to in the first paragraph, periods of leave due to illness will be added together if they follow each other with interruptions of less than four weeks.
7 Periods during which an employee is wholly or partially prevented from working due to illness, which immediately precede and follow a period of maternity leave, will count as one uninterrupted period of illness if the illness before and after the leave can reasonably be considered to have the same cause. The period of maternity leave will be left out of consideration.
8 An awarded foreign sickness or invalidity benefit will be deducted from the monthly income referred to in paragraph 1.

Article 5 Work-related illness and disability

1 The employer and employee are obliged to conduct themselves as a good employer and good employee.
2 The employer is obliged to equip the rooms in which the work is performed, to maintain the equipment, aids and tools with which the work is performed, and to take such measures and provide such instructions for the performance of the work, as are reasonably necessary to prevent employees from suffering damage in the performance of their work.
3 The employer will be liable to the employee for any damage sustained by the employee in the performance of their duties, unless the employer can demonstrate that it has fulfilled the obligations referred to in the second paragraph or that the damage is largely the result of intent or deliberate recklessness on the part of the employee.
4 Without prejudice to the provisions of paragraphs 2 and 3, the employer may, on the grounds of paragraph 1, compensate the employee for loss of income, reimburse medical expenses - insofar as these are not paid for by the health insurance company - or otherwise grant monetary compensation deemed reasonable in light of the circumstances.
5 Loss of income as referred to in paragraph 4 will be understood to mean continued payment of the full monthly income after expiry of the 6-month period referred to in Article 4, first paragraph. Article 4(3), (4) and (8) will then apply.
6 Loss of income will also be understood to mean a supplement to the IVA or WGA benefit received by a current or former employee up to 90% of that part of the monthly income for which the current or former employee was declared unfit for work. In such a case, the employer supplements the aggregate of the new income of the current or former employee, the benefit under the ABP occupational disability pension and any benefit from an individual supplementary disability insurance. This aggregate plus supplement amounts to a maximum of 90% of the original monthly income of the former employee.

Article 6 Infectious diseases from third parties

1 Employees who are, or have recently been, in contact with a person suffering from a disease that is subject to a nominative obligation to report under the Public Health Act may not perform their work and may not enter the buildings, premises and sites where they normally perform their work without permission from the expert or occupational health and safety service.

2 Employees who are in the situation described in the previous paragraph are obliged to notify the employer as soon as possible. They are obliged to comply with the instructions given by the expert or the occupational health and safety service, including those relating to undergoing a medical examination.
3 If an employee cannot perform their work on account of the provisions of this Article, they will continue to receive their full monthly salary during the period in which they cannot perform their work.

Article 7 Employer's obligations

1 The employer is obliged to take measures and consult with the employee as soon as possible to enable the employee, who is prevented from carrying out their work due to incapacity caused by illness, to carry out their own work or other suitable work. If it has been established that the employee can no longer perform their own work and no other suitable work is available with the employer, the employer will promote the integration of the employee in work that is suitable for him with another employer. The employee's reintegration into work will take place in accordance with the provisions of Articles 25, 27 to 31 of the WIA.

Article 8 Employee's obligations

1 The employee who due to illness is fully or partially prevented from carrying out his duties, is obliged to act in accordance with the provisions of Articles 25 and 27 to 31 WIA.
2 The rules and obligations determined and imposed by the UWV in accordance with Chapter 10 of the WIA Act will apply to the employee as if they have been determined and imposed by the employer.
3 To enable UWV to establish whether they are entitled to a WIA benefit, employees must comply with all regulations and obligations that arise directly or indirectly from the provisions of the WIA. These are also understood to mean rules and obligations of any nature whatsoever imposed on them by or on behalf of the UWV.

Article 9 Change of job based on a decision of the UWV

1 If the UWV decides on the basis of an examination to assess entitlement to a WIA benefit that the employee can be reassigned to their own job under different conditions, the employer will ensure that those further conditions are implemented within one year of that decision.
2 If the UWV decides on the basis of an examination to assess entitlement to a WIA benefit that the employee is fit for work and can be reassigned to one or more different jobs within the area of competence of the employer, the employer will ensure that the employee is appointed to that job or one of those jobs within one year of that decision.

Article 10 Concurrent incomes

1 If, during the period of incapacity for work due to illness or disability, an employee performs work for themselves or for third parties which is regarded by the occupational health and safety service or the UWV as desirable in the interests of their recovery, reintegration into work or redeployment, the income from this work will be deducted from the salary to which the employee is entitled by virtue of Article 4, paragraph 1.
2 The deductions referred to in the first paragraph will also be applied if during sick leave, on the advice of an expert or the occupational health and safety service or a work reintegration agency, an employee performs work for the employer which is considered desirable in the interest of their recovery, reintegration into work or redeployment, which work is understood to include appointment to another job. The deductions will not be applied to work performed for the employee's own employer.
3 The deductions referred to in the first and second paragraphs will not be applicable if and insofar as the income referred to in those paragraphs have already been deducted from the employee's WAO or WIA benefits.
4 The income referred to in the first paragraph shall also include a supplementary occupational disability pension and/or a redeployment allowance as well as any other allowance, however named, which may be deemed to relate to the work referred to in the first paragraph.

Article 11 Medical examination

1 The employer may instruct the employee to undergo a medical examination to assess:
   a whether the employee is prevented from performing work through incapacity due to illness or disability;
   b whether there are circumstances as referred to in Article 7:629, paragraph 3, of the Dutch Civil Code;
   c whether further measures are needed in the interests of recovery;
   d when and to what extent the employee can resume his or her work;
   e whether there are grounds for issuing a medical certificate of no objection when the employee intends to travel abroad;
   f whether or not full resumption of work is permanently impossible. The employer will reimburse any travel and accommodation expenses incurred by the employee on the basis of rules to be laid down.
2 The employer may also instruct an employee who is not yet prevented from performing work through incapacity due to illness or disability to undergo a medical examination if, in the opinion of the employer, there are justifiable reasons to do so, which reasons shall be notified in writing to both the employee and the occupational health and safety service.
3 Employees who are exposed to exceptional risks to their health in connection with the performance of their work or who must meet exceptional health requirements are obliged to undergo medical examinations on a regular basis if such is required by the employer.
4 As soon as the employer has been informed of the conclusions of an examination as referred to in the first four paragraphs, the employee will immediately be notified in writing of these conclusions with reference to the possibility of undergoing a further examination within the periods and subject to the conditions prescribed for it. At the request of the employee, the doctor treating the employee will also be informed in writing of the conclusions.

Article 12 Instructions to take sick leave

The employer shall grant full or partial leave on the grounds of the provisions of this chapter to employees whose physical or psychological condition is shown by the conclusions of the examination referred to in Article 11 to be such that it is not in the interests of the employee concerned, of the institution or of third parties involved in the performance of the employee's job for the employee to wholly or partially continue with their work. During this leave the employer shall if possible assign other work to the employee to the extent that it can reasonably be regarded as suitable in light of the work previously performed by the employee.

Article 13 Expert advice UWV

1 At the request of the employer or the employee, the UWV may, pursuant to Article 32 of the Work and Income Implementation Structure Act (SUWI), conduct an investigation into and issue an opinion on:
   a the existence of the incapacity for work, if the employer and employee disagree on the parameters of disability;
   b the presence of suitable work as referred to in Article 1 under r, which the sick employee is able to perform for the employer or the person who is entitled to sickness benefit for the own risk carrier under the Return to Work (Partially Disabled Persons) Scheme (WGA);
   c whether the employer has made sufficient and suitable reintegration efforts with regard to the sick employee or the excess risk carrier with regard to the person to whom he must pay sickness benefit;
   d whether the employee has made sufficient efforts towards his reintegration into work;
   e the question of whether it is plausible that the incapacity for work will continue for longer than 26 weeks, or on the question of whether there is no reasonable possibility of reinstating the employee in an adjusted or different job that can be considered suitable for the employee within 26 weeks.
2 The results of the examination referred to in paragraph 1 are included in the work reintegration report as referred to in Article 25, paragraph 3 of the WIA Act.
3 The costs related to the examination are at the employer's expense, if the employer requests it.

Article 14 Dismissal or reappointment based on occupational disability

1 a If the Employee Insurance Agency (UWV) conducted a disability assessment and ascertained a residual earning capacity of more than 65% (and the occupational disability is therefore less than 35%), there is no entitlement to WIA benefit. The employment contract of the employee remains unchanged and the disability in itself is no reason for dismissal.

b.1 The employee referred to under a will be placed in:
- their own job with adjustment of the original working hours, or in
- another job with or without adjustment to the original working hours, or
- with effect from 1 August 2023, with the approval of the employee concerned, in another position outside the own institution on a secondment basis.

b.2 The employee referred to under b.1. receives 100% of the monthly income for the hours worked corresponding to their original job and 80% of the original monthly income for the hours not worked[1], with a minimum of 90% of the original monthly income.

b.3 The employee's pension base is the new pensionable salary minus offset. If the employee is placed in a job in a lower salary scale, the employee will, to the extent this is required on the basis of rules and regulations, receive a structural pensionable supplementary allowance in addition to their new salary.

2 If an employee has a disability between 35% and 80%, the employer is obliged to actively utilise the employee's full remaining earning capacity by reappointing the employee to another job in the employer's organisation or that of another employer. When complying with this obligation, the employer will consult internal or external experts who specialise in the reintegration of partially disabled workers.

3 Should employees on the grounds of illness or disability have wound up in a situation of permanent inability to meet the requirements of their position, they can be dismissed, provided that:
- the disability is 35% or more according to the UWV's assessment;
- this permanent disability has lasted for 104 uninterrupted weeks, and
- recovery within a six-month period after these 104 weeks cannot be expected, and
- the employer has no real redeployment options for the employee concerned.

4 When determining the 104-week period referred to in the third paragraph, Article 4 shall apply.

5 The 104-week period referred to in the third paragraph will be extended:
- by the duration of the delay if the employer files the report referred to in Article 38 paragraph 1 of the Sickness Benefits Act (ZW) at a later date than prescribed in this article. If the employer itself bears the risk described in the WIA Act, the time stated in Article 85 paragraph 2 of the WIA Act is applicable instead of the time stated in Article 38 paragraph 1 of the Sickness Benefits Act;
- by the duration of the extension of the waiting period referred to in Article 24 first paragraph of the WIA Act;
- by the duration of the time period set by the UWV on the basis of Article 25, paragraph 9 of the WIA Act.

6 If the employer submits to the UWV a request for permission to dismiss an employee, it will notify the employee concerned in writing.

7 In the investigation to assess the question of whether a particular situation applies as referred to in paragraph 4 under b the employer will take the WIA claim assessment into account. The employer will investigate whether a situation as referred to in the third paragraph under c and d exists, and will be advised by the company doctor in this matter. When assessing the issue of whether a situation applies as referred to in paragraph 4, under d, the employer must demonstrate by means of a thorough and careful investigation that there are no real possibilities for reappointing the employee. To this end, the employer must first investigate whether it is possible to place the employee in suitable work or, if this is not possible, in passable work. However, the employer will not do so before the end of the first year of illness.

8 If resulting from the investigation into the permanent disability in regards to his position, as referred to in the previous paragraphs, the UWV, in the context of the WIA claim assessment, is of the opinion that the employee is suitable for work and can be reinstated in his own position, or in one or more different positions at the employer, adaptation of the employment contract is only possible if the employee is directly appointed in his own position or in one or more different ones in accordance with the relevant new conditions of employment.

9 If the UWV investigation shows that the employee is fit for work and can be reassigned to his own job under different conditions, or to one or more other jobs at the institution concerned, the employment contract may only be amended if the employee is immediately placed in his job under those other conditions, or in that other job or one of those other jobs.
10 An employee who due to illness is unable to carry out their own work activities may be reappointed to another position before the end of the waiting period.
11 If the UWV does not perform an investigation to assess suitability because the employee is not covered by Dutch social insurance, dismissal shall take place in accordance with the provisions of Article 7:669(3)(b) of the Dutch Civil Code.

Article 15 WGA repair allowance

1 Anyone who is entitled to a wage-related WGA benefit for a period shorter than that which would have applied on the basis of the WIA Act as it stood on 31 December 2015 is entitled to a WGA repair allowance if, as a result, they receive a lower WGA benefit and ABP disability pension in total, unless an equivalent in money such as a purely collective insurance scheme applies.
2 The WGA repair allowance will take effect as soon as the wage-related WGA benefit has ended.
3 The duration of the WGA repair allowance will be equal to the difference between the duration of the wage- related WGA benefit pursuant to the WIA Act as it stood on 31 December 2015 and the awarded duration of the wage-related WGA benefit.
4 The WGA repair allowance supplements the WGA wage supplementation or the WGA follow-up benefit and the ABP disability pension to the level of the WGA wage-related benefit and the ABP disability pension as they would have been if the duration of the wage-related WGA benefit had not been reduced.
5 Applications for a WGA repair allowance can be submitted as of 2 months before the end of the wage-related WGA benefit.
6 Entitlement to WGA repair benefit cannot be established over periods exceeding 52 weeks prior to the date on which the application is submitted.
7 Subject to the provisions of this article, the provisions of the WIA Act concerning the assertion of the right to a benefit, including the obligations and sanctions regime and excluding the provisions about fines, will also apply to the WGA repair allowance.

Article 16 Repayment and recovery

1 The employer may claim all or part of any sums paid in error or in excess pursuant to these regulations, or deduct these from a monthly income or benefit to be paid at a later date pursuant to these regulations, or offset these against benefits pursuant to the collective agreement (CAO) for Wageningen Research, the BWWR, or benefits that are similar in nature:
   a for a period of five years from the date on which the payment was made if the employer, through the actions of a current or former employee has made undue payments, and
   b during two years after the date on which it was made payable in other cases in which a current or former employee could reasonably have known that the employer made undue payments.
2 Advance payments shall be repaid by the employee at the employer's first request or deducted by the employer from a subsequently payable monthly income or benefit by virtue of these regulations, or set off against benefits by virtue of the collective agreement (CAO) for Wageningen Research, the Non-statutory Unemployment Scheme (BWWR), or benefits that are similar in nature.

Article 17 Formal title and date of enactment

The reference title for this version of the regulations is Wageningen Research "Sickness and Disability Scheme (ZAWR) 2022". These regulations will enter into force on 1 January 2022 and has been changed on 1 April 2023.

II Regulations Ancillary Activities Wageningen University & Research

Regulations Ancillary Activities Wageningen University & Research (WUR)

adopted by the Executive Board on 10 November 2025

Taking into consideration that

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

the Executive Board of Wageningen University and the Executive Board of Stichting Wageningen Research enact the following regulations.
For Wageningen University these Regulations are based on the provisions in Article 1.14 of the Collective Labour Agreement for Dutch Universities and as an independent part of the CAO NU in conformity with Article J.3 of that agreement, and for Stichting Wageningen Research these Regulations are based on Article 7.1 CLA WR.

Article 1 – Definitions

1. *WUR*: Wageningen University and/ or Stichting Wageningen Research.

2. *Board*: The Executive Board of Wageningen University or the Executive Board of Stichting Wageningen Research.

3. *Employee in question*: For the purposes of these Regulations, an employee in question is understood to be:
   a. an employee of WUR, with the exception of a student assistant or an employee on an on-call contract who is also enrolled as a student;
   b. a person with no employment contract with Wageningen University but whom Wageningen University has appointed as professor (personal professor, special professor, professors Other University, Professors International Education, professor other or distinguished professor);
   c. PhD candidates, including PhD candidates who are not employed by WUR but are pursuing their doctorate at WUR;
   d. any other person to whom these Regulations have been declared applicable by the Board.

4. *Ancillary activities*: all work or other activities performed by an employee in question that do not fall under the position of and/or duties assigned to an employee in question at WUR, regardless of:
   a. the full-time equivalent (FTE) under the employment contract with WUR;
   b. the time spent on the ancillary activities;
   c. whether the employee in question receives any earnings from the ancillary activities; or
   d. whether the activities are performed during or outside of working hours.

5. *Reportable ancillary activities*: any ancillary activities of an employee in question that are subject to a reporting obligation under these Regulations and that are not within scope of Article 4 of these Regulations.

6. *Earnings from ancillary activities*: remuneration received by an employee in question in exchange for ancillary activities performed. This is also understood to include deferred income and financial interests. Reimbursements of expenses incurred and the maximum tax-exempt volunteering allowances do not qualify as earnings from ancillary activities.

Article 2 – Scope

1. These Regulations apply to all employees in question as defined in Article 1.3 of these Regulations.

2. These Regulations apply to all employees in question, regardless of the FTE they work at WUR. Even if the main position of an employee is a position outside WUR, this main position is nonetheless covered by the definition of 'ancillary activities'.

Article 3 – Reporting ancillary activities

1. Prior to their appointment, an employee in question must disclose their current activities, including any ancillary activities, as well as any financial stakes or interests. It is not necessary to disclose financial stakes and interests that concern investments, shares or share portfolios held through a publicly traded fund, except where these qualify as a substantial interest or where control is exercised by any other means.

2. An employee in question is obliged to report any ancillary activities as referred to in Article 1.5 in accordance with WUR's administrative procedure as referred to in Article 6. Such reportable ancillary activities must be reported to WUR in writing and/or electronically upon entering the WUR's employment.

3. If an employee in question does not perform any (reportable) ancillary activities, they must explicitly declare this, both at the start of their employment and if any changes occur during the term of their employment relationship with WUR.

4. An employee in question is obliged to notify WUR in writing and/or electronically of the start, changing or ending of reportable ancillary activities as early as possible prior to the start, changing or ending thereof.

Article 4 – Ancillary activities not subject to reporting obligation

1. An employee in question is not obliged to report ancillary activities if all of the following conditions are satisfied:
   a. the ancillary activities have no relation whatsoever to the work they perform at WUR; and
   b. it is completely clear that these ancillary activities cannot harm WUR's academic, organisational and/or business interests in any way whatsoever; and
   c. the ancillary activities do not in any way impede an effective and full performance of their job at WUR; and
   d. the activities are performed outside of working hours; and
   e. the ancillary activities do not lead to any earnings being awarded for these activities with the proviso that the reimbursement of expenses incurred or a maximum tax-exempt volunteering allowance do not qualify as earnings from ancillary activities.

Article 5 – Permission for and acceptance of reportable ancillary activities

1. An employee in question may not perform any reportable ancillary activities without prior written permission from WUR.

2. WUR will grant permission for the performance of reportable ancillary activities, except if there are objective reasons as referred to in Section 7:653a of the Dutch Civil Code (BW) that justify refusing this permission. This will in any case apply in the case of any ancillary activities:
   a. which harm WUR's academic, organisational and/or business interests in any way whatsoever, such as by undermining trust in WUR's academic integrity and protection of business secrets; or
   b. which impede the effective and full performance of their job at WUR, such in terms of the health and safety of an employee in question or violation of the Working Hours Act (Arbeidstijdenwet); or
   c. where there is (or appears to be) a conflict of interests where the personal interests of an employee in question are directly contrary to the interests of WUR or those of any of its affiliated institutions; or
   d. where there are any other objective reasons justifying the refusal of permission for ancillary activities, such to be substantiated by WUR.

3. WUR may impose conditions with regard to the permission for the performance of reportable ancillary activities, including among other things:
   a. that WUR will be entitled to all or part of the earnings from the ancillary activities;
   b. reduction of the FTE under the employment contract with WUR;
   c. offsetting time spent on ancillary activities against holiday entitlement in excess of the statutory entitlement;
   d. only granting the permission for a specific period;
   e. requiring an employee in question to pay compensation to WUR if any facilities or capacity of WUR are used in any way in performing ancillary activities.

4. Depending on which category earnings from ancillary activities fall into, either WUR or the employee in question is entitled to them, or the earnings are divided between both these parties:
   a. the employee in question is entitled to earnings from ancillary activities that are clearly not related to the employee's position at WUR;
   b. with regard to earnings from ancillary activities that arise directly or indirectly from their position at WUR, following consultations on this matter between an employee in question and WUR, WUR/department is entitled to all or part of these earnings or the employee in question is entitled to these earnings.

   WUR is also entitled to any earnings that relate to activities that fall under the position of and/or duties assigned to an employee in question, but which are received from an entity other than WUR.

5. The following categories of reportable ancillary activities may be accepted by an employee in question before reporting them and before permission has been granted:
   a. elected public offices, such as municipal council member, provincial council member, water authority board member, member of the House of Representatives or Senate member;
   b. positions in the judiciary;
   c. the position of professor at an academic hospital.

   Where any ancillary activity could impede the full performance of the job at WUR, permission will only be granted if WUR and the employee in question make agreements on reducing the FTE under their employment contract and/or their duties at WUR.

6. If circumstances change or new insights arise, WUR may withdraw its permission for reportable ancillary activities, subject to due observance of Articles 5.2 and 5.5, by giving the employee in question written notice of this withdrawal and the reasons for it.

Article 6 – Administrative procedure for reporting, granting permission, registration and public disclosure

1. When reporting ancillary activities, employees in question will consent to the public disclosure of these activities and will provide at least the following information:
   a. the nature of the ancillary activities to be performed;
   b. the entity or organisation for which the ancillary activities are to be performed;
   c. the time to be spent on the ancillary activities;
   d. if any earnings will be received from the ancillary activities.

2. Any permission from WUR will be documented and communicated to the employee in question in writing or electronically.

3. An employee in question is to mention their reportable ancillary activities for which permission has been granted on their publicly accessible profile page of WUR (via we@wur) stating in any case the nature of the activities and for which entity or organisation these are performed. Specifically for professors, this information will also be accessible through a public register of ancillary activities[1].

4. In derogation of the provisions of Article 6.3, WUR may grant an exemption from the obligation to publish the details of ancillary activities if there are compelling reasons for not doing so, such as where this would pose a threat to the personal privacy of the employee or would be incompatible with the interest of the Dutch state or the need to protect knowledge.

Artikel 7 – Decision, permission and enforcement

1. Within six weeks of receiving a report, WUR will decide whether it grants permission for the performance of the reportable ancillary activities, and if so, whether it attaches any conditions to this permission. Provided that it states the reasons for doing so, the university may extend this period by six weeks.

2. If an employee in question fails to comply with these Regulations, WUR may take one or measures, such as:
   a. attaching further conditions to the permission it granted for the performance of reportable ancillary activities;
   b. withdrawing the permission it granted;
   c. instructing the employee in question to cease their ancillary activities;
   d. imposing sanctions under employment law, such as a warning or reprimand, suspension or disciplinary leave of absence, deducting holiday entitlement in excess of the statutory entitlement, demotion, transfer or dismissal.

3. Any measures imposed and the reasons for doing so are to be documented and communicated to the employee in question in writing or electronically.

Artikel 8 – Periodic declaration on reportable ancillary activities

1. WUR and an employee in question discuss annually in their annual interview (P&D dialogue) or another (assessment) interview whether the registration of their reportable ancillary activities is still up to date or needs to be updated.

2. To maintain an up-to-date overview of the ancillary activities, WUR may require an employee in question to declare that they are not performing any reportable ancillary activities without permission from WUR and that the registered overview of reportable ancillary activities is still up to date, or that they are not performing any reportable ancillary activities whatsoever.

[1] Based on the details of the design of the public register of ancillary activities, this final sentence will be rephrased if necessary.

3. Furthermore, WUR is authorised to actively investigate ancillary activities performed by employees in question, such as by means of spot checks.

Artikel 9 – Citation and entry into force
These Regulations are referred to as "Regulations Ancillary Activities WUR" and will enter into force on 10 November 2025, simultaneously repealing all previous regulations concerning ancillary activities.

This translation of the Regulations Ancillary Activities Wageningen University & Research (WUR) is meant as a service to non-Dutch speaking employees of WUR. However, in case of a difference of interpretation, this translation cannot be used for legal purposes. In those cases, the Dutch text of the 'Regeling Nevenwerkzaamheden Wageningen University & Research (WUR)' is binding.

Annex to
Regulations Ancillary Activities WUR 2025
Frequently Asked Questions

Contents

1. What are ancillary activities?

All work and other activities that do not fall under "the position of and/or duties assigned to" an employee at WUR are ancillary activities. These activities are not performed under the responsibility of WUR, but rather, for example, in the form of employment with another employer. In addition, the activities of a self-employed professional, for example, or those of a director and major shareholder (DGA) of a private limited company (BV), a partner in a general partnership (VOF), or an advisor and/or director of a foundation, public limited company (NV) or BV qualify as ancillary activities, as does having a substantial interest in a company.

2. What is covered by "the position of and/or duties assigned to" an employee"?

A person's duties are determined by the employer based on the classification in the job profile of the Job Classification Systems. The tasks and activities that you are expected to perform as an employee are based on the duties assigned to you by the employer. Please see your supervisor if you have any questions about your duties or your job profile.

Examples of activities that may be part of your job include:

- participating in an academic committee or consultative body related to the field of study or research,
- internally or externally serving as an editor or chief editor for scientific and professional journals related to the field of study or research,
- peer reviewing scientific articles,
- memberships of external review committees in the field of scientific education and research,
- occasionally providing education/guest lectures elsewhere related to the field of study or research,
- organisation of scientific conferences related to the field of study or research,
- appearances in the media not in a personal capacity but on behalf of WUR (appearing on a television programme as an expert, but also in the form of (popular) scientific articles in a newspaper/magazine/journal) or as a speaker.

Some of the aforementioned activities are examples of duties arising from the UFO profile for the position of professor and the academic responsibility ("disseminating scientific knowledge and insights"). This also applies to the UFO profiles for the positions of assistant professor (UD), associate professor (UHD), and partly also to lecturers in higher job levels.

However, there can sometimes be 'grey areas'. Therefore, in case of doubt, you are expected to discuss this with your supervisor, who can help you determine whether a particular activity fits within your job/assigned duty or whether it constitutes a (reportable) ancillary activity.

3. I spend more time on work activities outside WUR than I spend on my job at the university; so which of these two qualifies as ancillary activities?

Work you perform elsewhere is - from WUR's perspective - considered work carried out for third parties. This means that you will require permission for this work and it must be mentioned on your publicly accessible web page (via we@wur). This may seem counter-intuitive since an appointment elsewhere will be your main activity. Permission and disclosure are essential for safeguarding the (academic) integrity of WUR. For these activities, you must comply with the provisions in these Regulations and request permission, if applicable, and these ancillary activities must be disclosed.

4. When does an investment in a company qualify as a substantial interest?

If at least 5% of the shares in a company are owned by you yourself, or jointly by you and a life partner who qualifies as a tax partner (fiscale partner), you have a substantial interest. Even if you and your tax partner own less than 5% of the shares, you may nonetheless have a substantial interest. This is the case, for example, if any of your or your tax partner's parents, children or grandchildren (or any of their tax partners) own at least 5% of the shares in the company.

5. Am I required to report all ancillary activities?

As a rule, you should report all ancillary activities. Only ancillary activities that meet all the conditions set out in Article 4.1 of the Regulations Ancillary Activities WUR are exempt from the reporting obligation. One of the conditions set out in Article 4.1 is that you do not receive any earnings from your ancillary activities. If you do receive earnings from your ancillary activities, you must report this to WUR (Article 6.1). Such earnings are understood to also include any deferred income, such as income from financial stakes or interests. Ownership of the company for which the ancillary activities are performed or having a substantial interest in it are also considered earnings from ancillary activities. Reimbursements of expenses incurred and the maximum tax-exempt volunteering allowances do not qualify as earnings from ancillary activities.

Examples of ancillary activities that do not have to be reported include: sitting on the board of an amateur sport club or on a school board. If you are unsure whether certain ancillary activities must be reported, you should ask your supervisor.

In the event that purchase or sale transactions are to be concluded between WUR and the party where the ancillary activities are carried out, permission is required from the board of the relevant organisational unit, whereby the board will indicate the conditions under which such transactions may be entered into by the employee or their supervisor.

6. I receive earnings from ancillary activities; can I keep those earnings?

That depends on which category the earnings fall into. Depending on this categorisation, WUR is entitled to the earnings, you as an employee are entitled to them, or the earnings are divided between WUR and you. The categorisation of earnings from ancillary activities is based on whether the activities relate to and/or arise from your position at WUR. This is provided for in Article 5.4.

Earnings that relate to activities that fall under the position of and/or duties assigned to an employee in question (see the answer to question 2 above), but which are received from an entity other than WUR, always belong to WUR. An exception applies to gifts up to an amount of 50 euros, which you may keep. Examples include a gift voucher for a limited amount, a bottle of wine or a bouquet of flowers in return for giving a lecture. If in doubt, always consult your supervisor.

7. I receive no earnings from my ancillary activities; am I required to report the ancillary activities?

As a rule, you should report all ancillary activities, even if you receive no earnings from such activities. Only ancillary activities that are exempt from the reporting obligation do not have to be reported. This exemption applies to ancillary activities that meet all the conditions set out in Article 4.1 of the Regulations Ancillary Activities WUR. The mere fact that you receive no earnings from ancillary activities does not exempt you from the obligation to report such activities. This is because regardless of whether you receive earnings from ancillary activities, there may be other factors affecting WUR's academic or other interests or affecting an effective performance of you job that require the reporting of such activities, such as the fact that the ancillary activities take up too much of your time, or give rise to the appearance of a conflict of interest.

In addition, when you establish a legal entity or are involved in another organisation as a Management Board or Supervisory Board member or shareholder, you may be obliged to report these ancillary activities, as they may involve deferred income or a possible conflict of interests.

8. How do I request permission for the performance of ancillary activities or changes to these activities?

The procedure is as follows: You discuss with your supervisor* the ancillary activities you wish to perform or any planned changes to (aspects of) the ancillary activities you are already performing. You must have this discussion before you start with the ancillary activities or the changes occur. You can then officially report your ancillary activities via MyHR.

You give your supervisor permission to view your report and consent to its publication on your public profile page. Once your supervisor has given permission in MyHR, you will receive electronic confirmation of this in MyHR. The registration of your ancillary activities will be stored in your file in MyHR.

The decision may be appealed in the usual manner on the basis of the Regulations on the Individual Right of Complaint Wageningen Research or on the basis of the Sectoral Scheme on the Disputes Resolution Committee of Dutch Universities.

* For professors who are not employed by WUR, this will be the chair holder.

9. When an employee in question enters the employment of the university or starts working there, how does the procedure around reporting and permission start?

The procedure is as follows: During the final stage of the selection procedure, which also involves assessing whether the parties can agree on the terms of employment, the supervisor is expected to discuss with the candidate whether they perform any ancillary activities. This discussion will also address whether or not these ancillary activities can be performed alongside the work for WUR.

When offering the employment agreement / copy of the employment agreement, HR will point out that the new employee must request permission from their supervisor for ancillary activities. You will have to report any changes thereafter yourself.

Employees in question are also obliged to provide insight into their ancillary activities and financial stakes and interests prior to appointment (Article 3.4).

10. I do lots of small jobs; surely it's impossible to ask for permission every single time?

In the interest of safeguarding academic integrity, it is essential that you report any ancillary activities you perform as transparently as possible. For this reason, it is essential that you request permission for all ancillary activities, including minor jobs. If you regularly do such small jobs that are not part of your regular duties at WUR, you may in consultation with your supervisor opt for requesting general permission once for all such jobs, so that you are not required to report each activity. In that case, you should ensure that your public disclosure of these ancillary activities makes sufficiently clear whether there are any possible conflicts of interest with external clients. When your ancillary activities are discussed in the annual performance interview or another assessment interview, you should then retrospectively disclose the ancillary activities you performed.

However, as a general rule, you should report ancillary activities in advance whenever possible and you should always keep your publicly accessible profile page (via we@wur) up to date.

11. What sanctions can be imposed under the Regulations Ancillary Activities WUR for non-compliance with the Regulations?

As a rule (based on the principles of good employership and good employeeship), everyone should adhere to the obligations under the Regulations.

If the rules are not complied with, a sanction will be imposed where appropriate. Whether a sanction is imposed depends on the nature and seriousness of the violation of the Regulations and the circumstances that played a role in this. The principles of good employership and good employeeship are also relevant in this respect.

Examples of possible sanctions include:
- warning or reprimand;
- suspension or disciplinary leave of absence;
- deducting holiday entitlement in excess of the statutory entitlement (if prohibited activities were performed during working hours);
- demotion;
- transfer;
- dismissal.

The examples above are not intended as an exhaustive list of the sanctions that can be imposed, and it is up to WUR to determine the seriousness of the violation and whether a sanction is justified and proportionate in the situation concerned.

WUR may also take other measures, such as attaching further conditions to the permission granted to perform the reportable ancillary activities, withdrawing previously granted permission, or instructing you to terminate the reportable ancillary activities.

12. Sometimes it can take a while before permission is granted for ancillary activities. Will a sanction be imposed if I already performed ancillary activities pending the decision but ultimately do not receive permission to perform the ancillary activities?
There will usually be sufficient time to request permission before you start with the ancillary activities.

In the exceptional case that permission could not be obtained in advance (due to the prolonged absence of the supervisor, for example), no blame will be attached to the employee in question if they start with the ancillary activities pending the permission, except if it was already evident to the employee from a discussion or emails, etc. that permission was not going to be granted. An employee in question is expected to prevent this situation as much as reasonably possible. When an employee in question is informed of the decision to refuse permission, they must immediately cease the ancillary activities.

III (Implementation) Regulations on Relocation expenses Wageningen University & Research

Taking into account the provisions in Article 3.20 paragraph 1 under a of the Collective Labour Agreement Dutch Universities and Article 3.13 of the CAO Wageningen Research Foundation, the Executive Board of Wageningen University and the Executive Board of the Wageningen Research Foundation enact the following regulations:

Article 1 General provisions

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

Article 2 Definitions

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

a home address: the address where the employee lives, as defined in the applicable fiscal legislation;

b work address: the address where the employee has their workplace;

c employer: the Executive Board of Wageningen University or the Wageningen Research Foundation;

d employee: the person who is employed by Wageningen University or by the Wageningen Research Foundation, with the exception of student assistants;

e work location: the location assigned by the employer where the employee generally performs their duties or from which they generally begin their duties;

f commuting distance from home to work: the number of kilometres between the home address and work address and vice versa, via the usual (= shortest) route;

g own household: the independent occupation of living space, with one's own furnishings, subject to the judgement of the employer;

h calculation basis: twelve times the monthly remuneration including the holiday allowance (CAO-NU), or the employee's annual income (CAO-WR) at the time of calculation;

i time of calculation: the date on which the employee relocates;

1 if the employee relocates before the commencement date of employment, the date of commencement of employment shall be used;

2 in case of death or dismissal of the employee, the date on which the last monthly salary/income was paid will be used;

j staff residence: a residence provided by the employer that is compatible with the nature of the employee's duties.

Article 3 Entitlement to a relocation expenses allowance

1 a The employee who has their own household and who is obligated to relocate, is entitled to an allowance for relocation expenses as referred to in Article 5 paragraph 1, if the employer has determined beforehand that the obligation to relocate has been satisfied by the planned relocation.

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

2 The employee who relocates without being required to do so by the employer is given an allowance for relocation expenses as referred to in Article 5 paragraph 4 if he has relocated within 25 km of the work location and the distance between the previous residence and workplace was at least 50 km.

3 The employee who has relocated due to commencement of employment and who resigns or is discharged within two years after relocation due to facts or conditions for which he is responsible and/or takes another job within two years for which he is required to relocate, is obligated to repay the allocated relocation expenses allowance in its entirety. The employee, who after terminating his employment again commences employment within two months with one of the employers referred to in Article 2c, is exempted from the repayment obligation.

4 The employee who has relocated in accordance with the provisions in paragraph 2, is obligated to repay the allowance in full if he resigns within two years after relocation, or if he is discharged within two years of relocation due to facts or conditions for which he is responsible, or if he, while not being required to do so by the employer, relocates again within two years and thereby comes to reside at a distance of 25 km or more from the work location.

5 A relocation expenses allowance will be only provided if the employee has declared the following in writing:

a that they are familiar with and accept the repayment obligation as referred to in paragraphs 3 and 4, and
b that they or any other family member has not already received a comparable relocation allowance and/or can claim such an allowance.

6 The relocation expenses allowance as referred to in paragraph 1 above will not be provided if the relocation takes place two years or more after the obligation to relocate goes into force.
7 The employer is entitled to set off the already granted allowance referred to in paragraph 1 and 2 against any remaining claims of the employee at the time of discharge.
8 The allowance to the employee referred to in paragraphs 1 and 2 will be granted subject to the fiscal legislation applicable at that time.

Article 4 Staff residence

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

Article 5 Amount of the relocation expenses allowance

1 The employer determines what is included in the relocation expenses allowance. The allowance comprises the following:
a the actual costs of transporting the baggage and household goods of the employee and their family members to the new residence, including the costs of packing and unpacking fragile items, or the actual costs for the rental and fuel for a suitable vehicle or vehicle and trailer, if the employee is managing their own relocation;
b an amount for unavoidable double accommodation costs for the duration of one month, up to the maximum referred to in the appendix under point 2;
c an amount for all other costs resulting directly from relocation. If employee is relocating their own household on the day of relocation, this amount well be set to an allowance of 12% of the calculation basis, up to the maximum referred to in the appendix under point 3.

2 If the relocation concerns a family in which both spouses or partners are employed and where both are individually obligated to relocate, the allowance will be provided only once.
3 The employee referred to in Article 3 paragraph 1 sub b who, on the day of relocation, is not relocating his own household, will be provided with a relocation expenses allowance of 6% of the calculation basis, up to the maximum referred to in the appendix under point 4.
4 The employee referred to in Article 3 paragraph 2 will be provided with an allowance as referred to in the appendix under point 1, subject to relevant fiscal regulations.
5 The employee who relocates abroad or from abroad will receive reasonable compensation for removal costs based on a quotation submitted and approved in advance.

Article 6 Right to a travel and board allowance for commuting

1 The employee who has not yet fulfilled his obligation to relocate, has a right to an allowance for the costs of daily travel between the home address and the work address as referred to in Article 7.3, as long as he qualifies for a relocation expenses allowance.
2 The employee who is not subject to an obligation to relocate has a right to an allowance for the costs of daily travel between the home address and the work address as referred to in Article 7.1b.
3 The employee referred to in paragraph 1, who according to the employer is unable to commute daily is entitled to a compensation in the accommodation costs for a stay at a hotel or guest house in or near the work location as referred to in the appendix under 5. In addition, this employee is entitled to reimbursement of the travel expenses for family visits to a maximum of once per week, or for the travel expenses to his place of residence. The demonstrable expenses incurred for travel by public transport (2nd class) to the place of residence are fully reimbursed. If the employee uses their own

motor vehicle, the compensation is €0.12 per kilometre.
If the employee, with permission of the employer, resides at a hotel or guest house outside the work location, they will also be given an allowance for the expenses of daily travel between this address and the work address, in accordance with the provisions in Article 7 paragraph 1.

4 If the employee referred to in paragraphs 1 and 3 above has not done everything reasonably expected in the judgment of the employer to relocate as quickly as possible, he will no longer qualify for the allowance as referred to in paragraphs 1 and 3.
In any case, the allowance becomes void two years after the obligation to relocate has been imposed.

5 The employee who works at a salary scale with a lower maximum salary than salary scale 11 and who is required to work an irregular schedule by the employer during the weekend (from Friday 18:00 hrs to Monday 8:00 hours) and/or to work on-call shifts during other hours of work than which usually apply to him, can be granted a travel expenses allowance if, in the judgment of the employer, he must use his own vehicle (other than a bicycle). This allowance will be equal to the business travel allowance according to the Regulations for Business Travel Wageningen University & Research.

Article 7 Amount of commuting allowance

1 a The commuting allowance is paid monthly in arrears;
b The amount of the allowance is determined as follows:
commuting distance (maximum 30 kilometres one way) times €0.14 per kilometre). As of 1 January 2024, the allowance was increased from €0.12 per kilometre to €0.14 per kilometre).
c Commuting by public transport will be reimbursed on the basis of the most economical mode of transport up to a maximum of 100 kilometres one way, if no other allowance for commuting is received on that day.
d On days when a claim is made for a commuting allowance, no claim can be made for a home working day as referred to in Article 6.4.1 of the CAO.
e The allowance for commuting expenses must be claimed within 3 months.

2 The employer may establish additional regulations with respect to the administrative procedures to be followed.

3 The Parties shall enter into consultation with each other as soon as fiscal possibilities exist to reintroduce a fixed allowance.

Article 8 Final provisions

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

Article 9 Formal title and date of enactment

These regulations are formally titled the "(Implementation)Regulations for Relocation Expenses Wageningen University & Research" and go effect on 1 July 2006 and was last amended on 1 July 2024 (following amendment dated 1 January 2024); all previous regulations concerning relocation expenses are simultaneously declared null and void and have been amended as of 1 July 2022*.

APPENDIX

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

1 The relocation expenses allowance, as referred to in Article 5 paragraph 4, is set at €1500.

2 The amount for unavoidable double accommodation costs, as referred to in Article 5 paragraph 1 under b, is set at a maximum of €300 per month (maximum of 4 months).

3 The amount for any other expenses directly resulting from the relocation, as referred to in Article 5 paragraph 1 under c, has been set at maximum of €5850.

4 The relocation expenses allowance, as referred to in Article 5 paragraph 3, is set at 6% of the calculation basis to a maximum of €2925.

5 The relocation expenses allowance, as referred to in Article 6 paragraph 3, is set at 90% of the actually incurred expenses, if reasonable.

IV (Implementation)Regulations on Business trips Wageningen University & Research

Enacted by the Executive Board on 11 August 2003*

Taking into account the provisions in Article 3.20 of the CAO for Dutch Universities and Article 3.13 of the CAO of Stichting Wageningen Research, the Executive Board of Wageningen University and the Executive Board of the Wageningen Research Foundation enact the following regulations:

Article 1 General provisions

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

Article 2 Definitions

a Employer:
- Wageningen University (WU); or
- Wageningen Research Foundation;

b employee:
- the person who is employed by Wageningen University;
- the person who is employed by Wageningen Research Foundation;

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

Article 3 Liability

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

Without prejudice to the provisions in the previous sentence, if the employee uses his own vehicle with permission given beforehand by the employer, the costs of insurance are assumed to be included in the reimbursement for the use of the vehicle.

Article 4 Declaration of expenses

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

Article 5 Other provisions

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

I BUSINESS TRAVEL WITHIN THE NETHERLANDS

Article 6 Beginning and end of the business trip

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

Article 7 Method of transport

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

Article 8 Reimbursement of travel expenses

1 The demonstrable travel expenses incurred during the use of public transport are reimbursed in their entirety (including train-taxi or rental bicycle).
2 For business travel with one's own vehicle, a reimbursement of €0.32 per kilometre applies. From 1 January 2023, this allowance will be €0.36 per kilometre. If the use of one's own vehicle for travel between the employee's home address and work location is necessary for the efficient completion of a business trip, a kilometre reimbursement can be allocated that is equal to the kilometre reimbursement that applies to the business trip. However, this amount will be reduced by the reimbursement for commuting expenses which is received for these kilometres, if the business trip begins and/or ends at the home address.
3 The number of kilometres is calculated based on the route planner used by the employer; in this system, the most customary route is chosen.
4 A kilometre reimbursement of €0.35 per kilometre applies exclusively and expressly to individual WR employees who are dependent on their own means of transport and unable to use public transport, a lease car or a company car. From 1 January 2023, this allowance will be €0.39 per kilometre. During the period from 1 July 2022 to 1 April 2023, this allowance will be temporarily increased to €0.43 per kilometre. This temporary additional increase will be extended until 1 November 2023. In order to qualify for the allowance referred to in this paragraph, prior written approval is required from the manager.

Article 9 Reimbursement of lodging expenses

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

II BUSINESS TRAVEL ABROAD

Article 10 Starting and ending points of the business trip abroad

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

Article 11 Reimbursement of travel expenses abroad

1 For business travel with one's own vehicle, a reimbursement of €0.32 per kilometre will be provided if permission is given beforehand by the employer. From 1 January 2023, this allowance will be €0.36 per kilometre.

2 Demonstrable travel expenses resulting from the use of public transport or the use of another form of transport approved by the employer (airplane, boat, rental car or taxi) will be reimbursed it their entirety.
3 Regarding a part of the business trip that takes place within the Netherlands and that links up with a part of the trip via public transport, airplane or boat, Articles 6, 7 and 8 of these regulations apply.
4 Air travel is reimbursed based on the cost of economy class tickets.
5 The following expenses are also reimbursed as travel expenses:
   a costs of transport to the station, harbour or airport, from arrival at the destination on the outbound trip and the return trip;
   b costs for airport fees;
   c costs for a porter;
   d costs for excess luggage to a maximum of 20 kg of accompanied luggage or the equivalent cost for shipping unaccompanied luggage during the outbound and return trip, but only if, in the judgement of the employer, taking business goods is essential to carry out the business activities.

Article 12 Reimbursement of accommodation expenses abroad

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

Article 13 Accommodation expenses during a long stay abroad

1 If the employee is on a business trip that lasts longer than 60 days due to temporary activities being conducted from a single location abroad, the reimbursement of accommodation expenses related to the temporary residence in or near this location – up to the start of the 61st day (or before, if the employer believes there is a reason for this) – comprises the following:

a 50% of the reimbursements referred to in Article 12 paragraph 1 under a, c, d, and e for minor expenses, breakfast, lunch and dinner;
b a reimbursement of the actually incurred accommodation costs up to the amount of the accommodation component referred to in Article 12 paragraph 1 under b.

Article 14 Additional expenses

The expenses incurred as part of a business trip for local and international business telephone calls, as well as expenses incurred for visas, vaccinations, courses, representation and conference registration, which the employer deems to be essential, will be fully reimbursed in accordance with presented proof of payment.

Article 15 Clothing expenses

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

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

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

III MISSION

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

Article 17 Accommodation expenses

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

Article 18 Daily reimbursement

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

Article 19 Extra compensation hours

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

Article 20 Home visits during business trips

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

IV SECONDMENT

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

Article 21

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

V HIGH-RISK AREAS

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

Article 22 Formal title and date of enactment

These regulations are formally titled the "(Implementation)Regulations for Business Travel Wageningen University & Research" and were amended as of 1 July 2022*; all previous regulations concerning business travel are simultaneously declared null and void.

OTHER REGULATIONS

Regulations Individual right of complaint Wageningen Research Foundation

Article 1 Definitions

Complaint: every written expression of displeasure of an employee concerning a matter that affects him/her personally in connection with his work, the conditions of employment and working conditions (including the results of the P&D interview or the applicable job profile). A subject of complaint cannot concern generally applicable regulations (statutory or otherwise), the CAO and its provisions, or the corporate regulations that apply to the employee, if and insofar as the manner of compliance is specified.

Article 2 Complaints Committee

1 The employer appoints a Complaints Committee with three members, including one chairperson. One member is appointed by the employer and one member by the Central Works Council Wageningen University & Research. The third member, the chairperson, is nominated jointly by the employer and the Central Works Council of Wageningen University & Research.

2 The Complaints Committee advises the employer – the Executive Board of the Wageningen Research Foundation – concerning complaints submitted to the Committee that it has declared to be admissible. The Complaints Committee is assisted by a secretary appointed by the employer; the employees are informed about the secretary's address.

Article 3 Initial consultation in the management hierarchy

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

Article 4 Admissibility

1 The Complaints Committee takes a complaint into consideration only if it complies with the following:
- it concerns an individual complaint;
- the complainant is himself the interested party;
- the complaint has been demonstrably submitted to and sufficiently addressed by the direct manager(s);
- there is no other formal procedure for the complaint;
- a complaint has not previously been submitted by the same employee concerning the same fact or same event;
- the complaint is submitted within one month after it is demonstrably shown that the consultation with the direct manager(s) has not led to be a satisfactory solution.

2 A complaint will not be taken into consideration if:
- the complaint concerns a matter for which a legal procedure has already been initiated, or has already taken place.
- the complaint concerns an intended dismissal for which a review has been requested from the UWV or a procedure for dissolving the contract of employment has been filed with the court, and the employer has informed the employee about this in writing.

3 If the chairperson of the Complaints Committee determines that a complaint is inadmissible or obviously ungrounded, the complaint will be disposed of without providing a hearing for the complainant and without further oral proceedings. The decision of the chairperson will be announced in writing to the complainant.

Article 5 Procedure

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

Article 6 Assistance

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

Article 7 Confidentiality

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

Article 8 Protection

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

Regulations Governing the Job Classification Complaints Procedure Wageningen Research Foundation

Article 1 Definitions

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

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

Article 2 Announcing intended job classification decision

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

Article 3 Objections to the intended decision

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

Article 4 Enacting the job classification decision

The job classification decision is enacted when the employee has not submitted any objections within the period referred to in Article 3.
If the employee has submitted objections within the period referred to in Article 3, the employer will still enact the job classification decision, with or without modification, within six weeks. The employee is informed about this decision by means of an explanatory letter, which also informs the employee about the possibility of objecting to the enacted decision.

Article 5 Appeals

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

Article 6 Request for advice

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

Article 7 Complaints Committee

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

Article 8 Mode of operation of the Complaints Committee

1 The Complaints Committee reviews the enacted job classification decision according to the job classification system used by Wageningen Research.
2 The Complaints Committee examines all records that concern the employee's job, the job classification decision and the considerations that have led to that decision, as well as the written objections submitted by the employee against the decision. If the relevant records have not been submitted to the Committee, or if the Committee believes the employer has not submitted all relevant records, the Complaints Committee will request that the employer submits these missing records. The employer is obligated to submit the records at the request of the Complaints Committee.
3 The Complaints Committee provides both the employer and the employee with an opportunity to set out their views in person to the Committee. For this purpose, the Complaints Committee holds a hearing, unless both the employer and the employee state in writing that they would prefer not to provide an explanation in person.
4 Unless stated otherwise in these regulations, the Complaints Committee conducts its activities in accordance with the Regulations on the Individual Right of Complaint.
5 The Complaints Committee can obtain assistance from an external expert in the area of job classification with respect to the relevant technical aspects.

Article 9 Recommendation of the Complaints Committee job classification WR

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

Article 10 Decision on the objection to the enacted job classification

The employer accepts the recommendation of the Complaints Committee, unless this cannot be expected in terms of reasonableness and fairness. If the decision on the objection deviates from the recommendation of the Complaints committee, the reasons for this deviation must be explained in the decision.
Within two weeks after receiving the recommendation of the Complaints Committee, the employer decides whether or not to change the job classification decision. The employer can extend this term by a maximum of 4 weeks. However, a longer-term is only possible following consultation with the parties concerned.
The decision on the objection is reported in an explanatory letter sent to the employee along with the recommendation of the Complaints Committee; a copy is also sent to the Complaints Committee.

Article 11 Assistance

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