

CLA-Part B / 1 April 2024 - 31 March 2025

Part B of the Collective Labour Agreement sets out the terms of employment under which expats are sent abroad, as agreed between the parties to this Collective Labour Agreement: FNV Zorg en Welzijn and the Board of Directors of Oxfam Novib in The Hague on 2 July 2024.



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## **GENERAL PROVISIONS**

### **ARTICLE B 0.1 PARTIES AND APPLICATION**

- 1. The Collective Labour Agreement Part B is fully part of the Collective Labour Agreement (acronym: CLA) as agreed between the following parties:
  - Foundation Oxfam Novib, located in The Hague, represented by the Board of Directors
  - FNV Diensten.
- 2. Part B of the CLA applies to any employee (temporarily or otherwise) posted abroad or working there, these include:
  - a. employees posted abroad by Oxfam Novib for longer than two months and living during that period at the same work location in a country where Oxfam Novib is the Executive Affiliate in a country office;
  - b. employees working on an international contract in their home country where Oxfam Novib has a country office;
  - c. employees working in a pool of technical experts deployed for a minimum of one month, for example in humanitarian programs of Oxfam,
- 3. The first part of the CLA (hereinafter referred to as CLA Part A) also applies to the employees who fall under the CLA Part B, with the exceptions and additions as mentioned in the text of the CLA Part B.
- 4. CLA Part A and CLA Part B and annexes to which the CLA refers, constitute a whole.
- 5. All articles of the CLA Part A 'General Provisions' also apply to the CLA Part B. In addition to article 0.1 of the CLA Part A, the following provisions also apply to Part B:
  - I. If two partners who are both posted abroad and both employed by Oxfam Novib, are managing a joint household at location, their entitlements as mentioned in CLA Part B can never be more than those received by one employee.
  - II. If the partner of the employee posted abroad has entitlements on other grounds, comparable to those that can be derived from the CLA Part B, the employee cannot claim those entitlements on behalf of the partner. If the partner receives compensation for rent, furnishing or storage on other grounds, Oxfam Novib shall not reimburse the employee a second time for these costs.
  - III. Employees are obliged to inform Oxfam Novib in writing directly and without being asked, of any changes in their personal situation and cohabitation arrangement that are important for the implementation of the contract of employment and the CLA Part B.

# ARTICLE B 0.2 DEFINITIONS AND SPECIFICATIONS

In addition to article 0.2 of Part A 'Definitions and Specifications' the following concepts apply to the CLA Part B:

**Expat**: Employees working on an international contract, stationed abroad on a temporary or permanent basis. The full CLA Part B applies to all expats, as well as the full CLA A with the exception of a few articles, which are specifically mentioned in the CLA A text.

Children: the term 'children' shall here be understood to mean: a legitimate or adopted child younger than 18 years of age, for whom the employee and/or the partner has a social and economic responsibility, and who is an actual part of

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the joint household in the host country of the employee and their partner. The concept of extended family shall not give cause to adjust the definition of children, legitimate or adopted.

Family member: Spouse or partner and children younger than 18 years old.

Home-based country: The formal residence of the employee is confirmed in the employment contract after consultation with the HR department.

Host country and work location: the country and the town where the employee usually carries out their work and where the employee has their fixed residence.

Single Posting: the employee is posted in the field without accompanying partner and children and no allowances are paid to partners and children.

Family Posting: The employee posted in the field is accompanied by the family whereby the costs of accompanying partner and children are reimbursed up to a certain maximum. An employee only qualifies for a Family Posting when the duration of the posting is at least 1 year and the circumstances in the host country are suitable, such to be judged by the responsible internal departments of Oxfam.

**Resident of the Netherlands:** any Dutch national and any non-Dutch national who is registered in the BRP (Basis Registratie Personen) and who is falling under Dutch tax law and Dutch social security law. It is the responsibility of the employee to check if this definition applies to them.

**Non-resident of the Netherlands:** Anyone who is deregistered from the BRP (Basis Registratie Personen) and not deemed liable by the institutions involved (Tax Authorities, social security agency and municipality) to pay taxes in the Netherlands or obliged to be insured. It is the responsibility of the employee to check if this definition applies to them. **Hypotax (hypothetical taxation):** Deduction from the salary of an amount equal to the income tax deducted as if the employee were liable to pay taxes in the Netherlands. This amount is then safeguarded by Oxfam Novib to face the reimbursement claims of taxes of the employee, according to the relevant fiscal obligations applicable under the sole responsibility of the employee.

### **ARTICLE B 0.3 DURATION**

The CLA Part B is valid from April 1, 2024 through March 31, 2025.

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# **CHAPTER B - I GENERAL OBLIGATIONS**

All articles in the CLA Part A Chapter 1 'General Obligations' apply in full.

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# **CHAPTER B - II LABOUR RELATIONS**

All articles in the CLA Part A Chapter II 'Employment' apply in full including the following additions.

### ARTICLE B 2.1 INDIVIDUAL CONTRACT OF EMPLOYMENT

- 1. The contract of employment is concluded under the following conditions:
  - a. From the medical point of view there is no objection to the posting abroad and/or the function to be performed by the employee. Refer to Article 7,4 in cla ~part A.
  - b. The insurance company sets no conditions more stringent than usual for insuring the employee and/or their family members.
  - c. A valid visa and/or work permit is obtained for residence in the host country.
- 2. Should the conditions named above not be complied with in full or in part, Oxfam Novib can dissolve the contract of employment through written notification, observing a bridging period of 1 month, except for the probation period during which immediate dissolution is possible.

# ARTICLE B 2.2 EXTENSION OF CONTRACT OF EMPLOYMENT

- Once more than five successive fixed-term contracts of employment have been agreed, or once the total duration
  of successive contracts of employment exceeds five years, a permanent contract of employment comes into being.
- Successive contracts of employment are defined as consecutive fixed-term contracts with intervals of three months or less.

### ARTICLE B 2.3 TERMINATION OF CONTRACT OF EMPLOYMENT

- 1. The contract of employment ends when:
  - a. The agreed activities can no longer be implemented due to internal problems in the host country, including internal problems such as war, terrorism, political instability, such to be judged and decided by Oxfam Novib's Office in The Hague.
  - b. The work permit of the employee concerned is not granted or extended or is cancelled, irrespective of the reasons.
  - c. In case of the above, the contract of employment is dissolved in line with the usual terms of notice in accordance with the CLA.
- 2. Should the reasons as stated under b. result from serious negligence or inappropriate or illegal conduct of the employee, the contract of employment shall be terminated for urgent reasons according to the provisions of article 7:678 of the Dutch Civil Code.

### ARTICLE B 2.4 CHANGE OF WORK LOCATION

- 1. In the case of a fixed or indefinite contract of employment the employer can, after consultation with the employee, change the work location. For Family Postings the rule applies that the posting is for a minimum of 12 months and that the school season of accompanying children is taken into account.
- 2. The employer can make arrangements with the employee to be available at least once a year for a maximum of 2 months for working in an emergency situation in another country or in a location other than the normal work location

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in the host country. The agreement is laid down in the contract of employment. As such, it concerns a so-called Single Posting. In case of a Family Posting at the start of the field posting, the provisions continue to apply during this period of employment elsewhere.

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# CHAPTER B - III WORKING WEEK AND WORKING HOURS

The articles in CLA Part A Chapter III 'Working Week and Working Hours' apply, with the exception of article 3.1 'Working Time and 3.3 Hybrid working in the Netherlands'. Instead, the following article applies:

### **ARTICLE B 3.1 WORKING TIME**

- The normal weekly working hours for an employee on a full-time contract of employment are the same as the customary weekly working hours in the host country for a full-time contract of employment with a maximum of 40 hours per week.
- 2. The customary working week in the host country and the weekly working hours agreed with the employee are laid down in writing in the contract of employment.
- 3. The salary scales for expats are based on a working week of 40 hours. Should the customary weekly working hours in the host country be below 40 hours, the monthly salary is determined proportionally to the number of weekly working hours.

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# **CHAPTER B - IV INCOME**

All articles in Chapter IV 'Income' of the CLA Part A apply, including the following additions.

### ARTICLE B 4.1 SALARY, DEDUCTIONS AND HYPOTAX

- 1. For a resident of the Netherlands the following salary deductions apply:
  - a. The employer shall pay the mandatory income tax and social premiums from the gross salary to the institutions concerned.
  - b. The amount equal to the employee's contribution to the pension scheme
- 2. For a non-resident of the Netherlands the following deductions from the gross salary apply:
  - a. The employer shall deduct from the gross salary a sum equal to the income tax that the employer should have had to deduct if the employee were liable to pay taxes in the Netherlands (the so-called Hypotax).
  - b. The amount equal to the employee's contribution to the pension scheme.
- 3. For employees of non-Dutch origin who are regarded as non-residents of the Netherlands, the following deductions from the gross salary apply:
  - a. The employer shall deduct from the gross salary an amount equal to the income tax that the employer should have had to deduct if the employee were liable to paying taxes in the Netherlands (the so-called Hypotax).
- 4. Any income tax levied on wages or equivalent tax the employee has to pay from their salary in the host country or in the original home country from where the employee was recruited, as appears from an income tax assessment from the local fiscal authorities, will be reimbursed to the employee by Oxfam Novib.
- 5. Personal tax allowances against income tax do not qualify for settlement and are not reimbursable.

### **ARTICLE B 4.2 TAX ADVICE**

- 1. Employees are expected to know the tax laws and social security laws of their home-based country. At the employee's request the employer will reimburse one hour of tax advice related to the posting abroad.
- 2. The tax advice shall be provided by a tax consultant in the employee's home-based country who must be approved in advance by the employer, selected according to the adequate procurement process valid at the moment.

### **ARTICLE B 4.3 SALARY PAYMENT**

The employee indicates to which bank account the salary must be paid. The employer pays any bank transfer charges for transfers to no more than 1 account number outside the Netherlands.

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## CHAPTER B-V: REIMBURSEMENT AND COMPENSATION

The articles in the CLA Part A, Chapter V 'Contributions and Reimbursements do not apply. Instead, for international contracts the following reimbursements and compensations apply:

### ARTICLE B 5.1 APPLICATION REIMBURSEMENTS AND COMPENSATION

- 1. The reimbursements mentioned in this chapter apply to employees within the target group for reimbursements inferred from the goal of the reimbursement: the goal of the reimbursement is the basis for their allocation.
- 2. Agreements around the applicable reimbursements are explicitly recorded in the contract of employment.

#### ARTICLE B 5.2 VISA AND WORK PERMIT COSTS AND PASSPORT

- 1. The employee has the final responsibility for arranging the necessary visa. Submitting a request for a work permit is the joint responsibility of employee and employer and is done in close consultation.
- 2. The costs of the visa and its submission are reimbursed by the employer. In the case of an approved Family Posting this applies to all accompanying family members.
- 3. It is the employee's own responsibility to be in the possession of a valid passport. The costs of any second passport for the application of a visa are reimbursed by the employer after permission was obtained in writing and in advance.
- 4. Other costs related to the visa and /or the work permit, such as the costs of legalization and translation of qualifications, the purchase of passport photos, are reimbursed by the employer.

### ARTICLE B 5.3 TRAVEL EXPENSES AT THE START AND FINISH OF THE CONTRACT

- 1. Goal: the reimbursement of tickets for the employee to and from the host country at the start and end of the employment contract
- 2. The employee is entitled to a reimbursement of the travel costs to and from to the host country, and in case of an approved Family Posting also for their family members, respectively at the start and at the end of the field posting. The real incurred costs are reimbursed for travel from their home country and to the host country, and back again on ending the posting, as provided for below.
- 3. If the employee is already located in the host country at the beginning of the contract, this article does not apply.
- 4. This article applies as long as the travel to the host country takes place within the first month of the start of the contract, and the travel to return to the home country takes place within the last month of contract. This article is subject to security conditions.
- 5. Public transport shall be used as much as possible, whereby the costs are reimbursed on the basis of secondclass public transport. Should it not be possible to use public transport, travel can be arranged by different means. The costs then incurred shall be reimbursed when the employer judges them to be within reasonable limits.
- 6. Air travel costs are reimbursed to the maximum of the air travel costs of economy class.
  - a. The entitlement to reimbursement consists of the direct travel costs involved, in such a manner that the least travel costs are involved to and from the host country.
  - b. Should the cheapest route generate extra travel time (minimum of 8 hours of extra travel time one way), an alternative can then be reimbursed after the approval of the line manager.
  - For a child younger than 2 years of age the costs of a so-called 'baby ticket' are reimbursed. The employer will only deviate from this rule in very exceptional cases and only when the employee has made a request to

the employer in advance.

- 7. The air travel tickets are ordered in consultation with the employee through Oxfam Novib's official travel provider at the time.
- 8. In the case of a long stop-over the employer reimburses the necessary costs made within reasonable limits for overnight accommodation in a middle ranking hotel on the basis of bed and breakfast. Other meal costs are reimbursed on the basis of a declaration of expenses.

### ARTICLE B 5.4 REMOVAL, STORAGE AND INSURANCE COSTS / EXCLUSIONS

- 1. Goal: contribution to the costs of relocation and storage of goods incurred by the employee because at the employer's request he must move to a country other than their home-based country.
- 2. The employee is entitled to the following reimbursements for the transportation from the home-based country to the host country of unaccompanied luggage that is part of the employee's household goods:
  - a. In the case of a Single Posting shorter than 12 months the employee is entitled to a reimbursement of the costs of 10 kilos of surplus luggage.
  - b. In the case of a Single Posting of 12 months or longer, 300 kilos of air freight not defined as surplus luggage), or 3 cubic metres of sea cargo.
  - c. In the case of a Family Posting of 12 months or longer, 400 kilos of air freight for the employee and partner and 100 kilos per child, or 4 cubic metres of sea cargo for the employee and partner and 1 cubic metre of sea cargo per child.
  - d. In the case of a Single Posting of 12 months or longer whereby the employee uses an Oxfam (Novib) guesthouse and there are no transportation costs for the relocation, the employee is entitled to send personal goods such as clothes and books to a maximum of 100 kg.
- 3. Should the employee decide not to send unaccompanied luggage, the money saved can be spent as an extra furnishing allowance. Reimbursement is done on the basis of the submission of proof of purchases.
- 4. Packing costs are reimbursed to a maximum of the volume allowed, or weight, on the basis of actual expenses incurred.
- 5. Regarding the costs of importing goods, the employee is entitled to a reimbursement to the maximum weight or volume as mentioned above, and to a maximum amount of €2,000.
- 6. The employee is entitled to a reimbursement of costs of storing household goods to a maximum of 20 cubic metres for the duration of the posting to a maximum of 6 years.
- 7. Should the partner remain in the home-based country or return to the home-based country prior to the end of the posting, the entitlement to a reimbursement of storage costs of household goods is cancelled.
- 8. Should at the start of the posting, or its ending, the amounts, volumes and weights mentioned in this article not have been used at all or in part, the part not used cannot be used during the posting or later.
- 9. A request for the reimbursement of removal costs will not be considered when submitted later than two (2) months after ending the employment contract.
- 10. The costs of transporting animals (pets), cars, trailers or boats do not qualify for reimbursement.

### ARTICLE B 5.5 FURNISHING ALLOWANCE

- 1. Goal: contribution towards the furnishing costs of the house that the employee must make because at the employer's request he has to reside in a country other than their home-based country.
- 2. The amount of the furnishing allowance depends on the number of family members accompanying the employee to the host country. The amount is set at:
  - a. Single Posting from 12 months onwards: € 1,075. -

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- b. Approved Family Posting from 12 months onwards, the allowance is for a partner: € 453.per child: € 215.-
- 3. The employer will reimburse the employee on the basis of a declaration of expenses and after submission of proof of purchases for furnishing the house.
- 4. Guidelines for furnishings for which the reimbursement is meant to be based on reasonable and fair pricing of the articles purchased, and in accordance with local market price. The employer reserves the right to request a market study as justification for costs if it might deem them extraordinary and unreasonable.
- 5. The employee is responsible, with support of the country office, to dispose of the furniture purchased under this article, with the objective of re-selling all or as many of the items purchased so that the employer can be reimbursed for these costs. Alternative, if no re-selling is possible, the country office can opt to re-use the furniture for its office.

### **ARTICLE B 5.6 HOUSING COSTS**

- 1. Goal: to reimburse the housing costs in the case that the employer requests the employee to move to a country other than their home-based country prior to the posting.
- 2. If possible, the employee has to orientate themselves on the availability of housing in the host country prior to their departure to the host country. The employer can facilitate.
  - a. The lease agreement and location of the house are submitted for approval to the employer, at least the Country Director, because they have final responsibility for the employee's security.
  - Intermediation costs are reimbursed to a maximum equivalent of the total sum of the costs of one month's rent.
- 3. The accommodation must be located such that adequate security is possible. Depending on the situation there should be good locks, trellis-work and walled boundary.
- 4. Should accommodation not be available immediately, or become available later than foreseen, and in the case of bridging a short period during which the employee can arrange accommodation himself, the employer shall –when the occasion arises- reimburse the reasonable actual costs of temporary lodgings and breakfast (in hotel or guesthouse) for a maximum period of three months.
- 5. As contribution to the costs of independent accommodation (the so-called 'basic rent') the employer reimburses
  - a. up to a maximum of € 455.- per month for a Single Posting under normal circumstances.
  - b. Up to a maximum of € 800, per month for a Single Posting should rental prices be substantially higher,
  - c. Up to a maximum of € 950.- per month for a Family Posting.
- 6. The employee is entitled to reimbursement after submission of a copy of the signed lease contract.
- 7. In context-specific situations (for instance expensive countries) the employee can submit to HR a well-founded request through a business case for deviating from the maximum amounts as mentioned in paragraph 5. Exceptional approval lies with the Country Director, after consultation with the International HR Team of Oxfam Novib.
  - a. The maximum extra costs Oxfam Novib accepts is put at 50% of the extra costs over the amounts mentioned in paragraph 5.
  - b. The request must in any case include market data on rent costs from relatively independent sources, such as real estate brokers or a Mercer accommodation survey for the concerned location.
  - c. The Country Director will seek the International HR Team of Oxfam Novib's guidance on the business case and will consult with them before approving such request.
- 8. The costs of energy, telephone, cable television/internet connection, water, house staff, and other service costs are fully for the account of the employee.

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- 9. The employee can by way of exception and after consultation with employer, be given an advance in case the home owner wants an advance payment.
- 10. Should the above-mentioned independent accommodation not be possible or undesirable (security), the employee has to use communal accommodation. The employee then has no entitlements to reimbursement as meant in this article and the costs of shared accommodation are reimbursed by the employer.

### ARTICLE B 5.7 SECURITY AND SECURITY STAFF COSTS

- 1. Goal: reimbursement of security costs and security staff costs of the employee's home residence, which arise in the case Oxfam Novib requests them to live in a country other than their home-based country and the circumstances in the host country make it necessary that the house has security.
- 2. The employer reimburses the employee's security costs and security staff costs, if in the employer's judgment the security situation in the place of residence makes it necessary that extra measures are taken to safeguard the personal safety of the employee or their family members.
- 3. The employee concludes the agreement with professional security staff or security services after the Country Director's approval has been obtained. The security staff members are not employees of the employer.
- 4. The salary costs of the night guard or the service costs of the security firm are reimbursed to the employee. This also applies to the one-off costs of installing extra security provisions necessary such as: trellis, alarm system, extra locks, and hinges and locks.
- 5. Depending on the security situation, the costs of security and security staff during the daytime are also reimbursed.

### ARTICLE B 5.8 COSTS OF LIVING IN EXPENSIVE COUNTRIES

- Goal: An 'expensive country allowance' applies to expats living in expensive countries. The expensive country
  allowance is intended to compensate the costs of living that are higher than in the reference country the
  Netherlands. The reimbursement is meant to maintain rough parity in purchasing power.
- 2. For each country the category and the allowance are determined in consultation with the Reward Shared Services of Oxfam International.
- 3. The expensive country allowance is applied to expats host based.
- 4. The expensive country allowance is not a component of the salary on which the pension is based.
- 5. The expensive country allowance will be evaluated regularly by the Rewards Shared Services, and can be annually introduced, increased, decreased or ended depending on the evaluation and circumstances.

# ARTICLE B 5.9 HARD TO WORK ALLOWANCE

- 1. Goal: compensation to attract employees for work in countries with very difficult living and working conditions, such as countries in conflict or countries where there are big security risks.
- 2. Employees receive an allowance of € 330.- gross per month in countries to which the employer applies this allowance.
- 3. For applying this regulation, the advice is sought of the Rewards Shared Services in coordination with the host country, and will consider the "<u>Danger Pay</u>" of the UN.
- 4. The allowance is only granted to employees working in the same location for 1 month or longer. Should the work involve part of a calendar month, the allowance is granted proportionally whereby a month is counted as 30 days.

# ARTICLE B 5.10 CONTRIBUTION TO COMMUTING EXPENSES

1. Goal: contribution to commuting expenses the employee incurs in the host country.

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- 2. Employees who are responsible for their own means of transport for commuting in the host country receive a contribution of 100% of the actual reasonable costs.
- 3. In order to qualify for reimbursement, the line manager has to approve the choice of transportation. The choice of transport depends on the security situation in the host country and the availability of public transport.
- 4. In the case the employee uses a privately owned car to commute, there is a tax-free reimbursement of travel costs of 23 Euro cents per kilometre (and will be modified according to Dutch tax law when necessary, in line with the CLA part A).

# ARTICLE B 5.11 REIMBURSEMENT OF SCHOOL FEES

- Goal: the reimbursement to the employee of school expenses for their children so that they receive an education
  at the same level they had prior to the contract of employment with the employer. This group of children must be
  able to integrate flexibly in the educational systems of different countries because the parent(s) reside(s) in different
  countries for work reasons.
- 2. In case of an approved Family Posting there is a contribution to the school fees in the host country for children from the age of 4 up to 18. Education by correspondence as replacement of or supplement to the regular day education also qualifies for reimbursement.
- 3. The maximum amount of reimbursement is set at
  - a. € 7,550. per year for primary education
  - b. € 10,300. per year for secondary education.
  - c. For children below 16 years of age the employee has to pay an own contribution of 5% and for children from
     16 up to 18 years of age an own contribution of 10% of the school fees is deducted.
  - d. The maximum reimbursement per employee is € 35,000. per year and is paid on the basis of a declaration of expenses.
  - e. Reimbursement is granted for education at the accustomed level in the employee's home-based country.
  - f. In context-specific situations an employee can submit a motivated request through a business case to HR to deviate from the maximum amounts as mentioned in paragraphs a and b. The maximum additional costs Oxfam Novib accepts is set at 50% of the additional costs on top of the amounts mentioned in paragraphs a and b The Country Director can approve on such requests after positive endorsement of the International HR Team in Oxfam Novib.
- 4. For reimbursement as meant in the previous paragraph qualify: enrolment and tuition fees; exam fees; the costs of prescribed learning materials, such as books on the list of compulsory books as set by the education institution. (Note: only <u>prescribed</u> learning materials are eligible for this article i.e. materials that are requested by the school in writing).
- 5. The costs of lessons by a private teacher, unprescribed learning materials, costs of school uniforms, sports clothing, extra religious tuition, parental contributions and home-to-school transportation costs, such as a school bus, or contribution to school meals do not qualify for reimbursement.

### ARTICLE B 5.12 CHILD ALLOWANCE

- This compensation only applies when the child allowance or study grant was terminated in the country the
  employee comes from, due to the family posting. Employees not meeting this condition but receiving the
  allowance per 31 March 2024, keep the amount at the level of April 2024 with the conditions applicable per 31
  March 2024.
- 2. In these cases, a child allowance is granted for each child, provided they accompany the employee to the host country and are no longer entitled to child allowance or study grant.
- 3. The amount of the allowance is set at net € 100.- per month per child with a maximum total allowance of € 500.-

per month.

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# CHAPTER B - VI VACATION, (SPECIAL) LEAVE AND R&R

The articles in CLA Part A Chapter VI 'Holiday, Leave and Special Leave' apply with the exception of article 6.1 'Basic Vacation Entitlement', article 6.6 'Public Holidays' and article 6.8 'Leave after official travel abroad'. Supplementary to CLA Part A Chapter VI the following articles apply.

### **ARTICLE B 6.1 VACATION HOURS**

16. Each calendar year a staff on a full-time contract of employment of 40 hours per week is entitled to 230 vacation hours. For staff on a contract of employment of less than 40 hours a week the number of vacation hours is calculated pro rata.

### ARTICLE B 6.2 NATIONAL HOLIDAYS IN THE HOST COUNTRY

- 1. For employees posted abroad it will be determined for each country concerned which national holidays are to be considered as free days, up to a maximum of 8 days per year.
- Should a host country have more than 8 national holidays, the employee can take compensation leave on the public holidays over the number of 8. Should the employee not have accumulated compensation leave, he can choose to take a regular vacation day or, if possible, work.

### ARTICLE B 6.3 FAMILY REUNIFICATION AND HOME LEAVE

- Should after the start of the posting one or more family members have stayed behind in the home country, they
  can still join the employee if the posting is for at least another 12 months and if the posting concerned is an
  approved Family Posting.
- 2. Should not all family members reside in the host country, the employee will be reimbursed for travel expenses incurred for one family reunification a year be that from the home country to the host country or vice versa. The family reunification can be postponed by a maximum of six months, after which the entitlement to the reimbursement of travel costs is cancelled. Accommodation costs and the costs of travel insurance do not qualify for reimbursement.
- 3. Should the employee be accompanied by their family members in the host country, and there be a formal case of a Family Posting, the employee, formal partner and children are entitled to return tickets to their home country once a year. Should this specific entitlement not be used within a year, the entitlement expires (there is no accumulation). Accommodation costs and the costs of travel insurance do not qualify for reimbursement.
- 4. The entitlement to reimbursement concerns related direct travel costs from the home country to the host country or vice versa, done in such a manner that travel costs are cheapest. Should the cheapest route generate extra travel time (minimum of 8 hours of extra travel time one way), an alternative can then be reimbursed after the approval of the line manager.
- 5. No entitlement as meant in paragraphs 2 and 3 exists in the situation where during the twelve months prior to the posting the employee was already able to combine a field trip or other travel at Oxfam Novib's expense, with family reunification or vacation in the home country. Such within reason and in good consultation with the employee.

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### ARTICLE B 6.4 REST AND RECUPERATION (R&R)

- A regulation for Rest & Recuperation (R&R) is to be applicable in areas or situations where working conditions are
  very difficult and opportunities for relaxation are limited due to a lack of facilities, or if recreational facilities are
  inaccessible due to the security situation, and the number of vacation and leave days is considered insufficient for
  adequate relaxation.
- 2. The purpose of R&R is to offer the employee who is working at the employer's request under very difficult circumstances in a country other than their home country, the opportunity to rest and recuperate for a short period in circumstances normal to them.
- 3. The R&R applicable is the R&R regulation in the host country.
- 4. The employer reserves the right to oblige the employee to take R&R.
- 5. Travel and accommodation costs will be reimbursed as per the host country R&R regulation.
- 6. Should the employee want to extend their R&R by taking vacation days, this is possible after consulting the Country Director of the host country, and will be agreed before taking the R&R and in writing.

### **ARTICLE B 6.5 SPECIAL LEAVE**

- 1. The articles in the CLA Part A regarding special leave apply.
- 2. Travel expenses related to special leave are not reimbursed, except in the case of the death of:
  - a. The employee's partner or child living at home.
  - b. One of the parents or parents-in-law of the employee.
  - c. One of the grandparents of the employee or their partner.
  - d. A child not living at home or child-in-law.
  - e. A brother or sister, brother-in-law or sister-in-law.

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## CHAPTER B-VII WORKING CONDITIONS & SICKNESS ABSENCE

Articles 7.1 and 7.2 in the CLA Part A Chapter VII 'Working Conditions & Sickness Absence apply. The other articles do <u>not</u> apply. As their replacement and supplementary to the CLA Part A Chapter VI the following articles apply:

#### **ARTICLE B 7.1 ABSENTEEISM**

The additional obligations for the employee in a host country during a period of illness will be specified per country office.

### ARTICLE B 7.2 INCOME IN THE CASE OF (LONG-TERM) WORK INCAPACITY

- 1. For employees who are not obliged to pay social insurance premiums in the Netherlands and who cannot work fully or partially due to occupational disability, the rule applies that the salary continues to be paid for the duration of the first 24 months of work incapacity.
  - a. Over the first year of illness the occupational disabled employee shall receive 100% of the salary.
  - b. Over the second year of illness the occupational disabled employee shall receive 70% of the salary over that part of the working week that they are incapacitated for work.
  - c. If there is a fixed-term contract for a period shorter than two years, the salary payments shall continue up to the end of the contract.
- 2. In addition to the employee's obligation, the employer shall make every effort to reassign the partially occupational disabled employee to suitable work. Should reassignment with the employer evidently be impossible, the employer shall end the contract of employment after a period of work incapacity of two years.
- 3. For all employees posted abroad the rule applies that reimbursements related to the posting (see chapter V), such as travel reimbursement, will be suspended after a period of 6 weeks starting from the first day of absence. After consultation with HR, the responsible Country Director shall decide on an individual basis and depending on the situation in the host country on other reimbursements, such as reimbursement of housing costs, security costs, school fees and storage fees.

### ARTICLE B 7.3 INSURANCE FOR LONG-TERM WORK INCAPACITY

Employees not obliged to pay social insurance premiums in the Netherlands are highly recommended to apply for this type of insurance themselves voluntarily against long-term work incapacity. Oxfam Novib does not enrol expats in this sort of insurance scheme.

### ARTICLE B 7.4 MEDICAL EXAMINATION, VACCINATIONS AND PSYCHOSOCIAL SUPPORT

- The employee and any accompanying family members can undergo a medical examination prior to the start of the contract of employment. The costs incurred of a check-up done by a general practitioner will be reimbursed by the employer.
- 2. The relevant vaccinations and prophylaxis are also fully reimbursed by the employer.
- 3. For employees not posted abroad from the Netherlands, the medical examination will be done abroad and in English by a medical institution or a doctor other than their general practitioner (family doctor), after consultation with the employer. The costs incurred are reimbursed on the basis of a declaration of expenses.

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- 4. On return from a posting the employee and any accompanying family members must undergo within the last 2 weeks of their assignment a medical examination. The costs incurred will be reimbursed by the health insurance company related to the insurance's policy.
- 5. On return from a posting the employee is offered a debriefing talk with an organization for psychosocial after-care, selected by the employer. The costs of these sessions are reimbursed by the employer to the maximum of 6 sessions. For employees not returning to the Netherlands an alternative institution for psychosocial after-care shall be identified in the home country.

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# **CHAPTER B - VIII REPAYMENT AND DECLARATIONS**

### **ARTICLE B 8.1 REPAYMENT**

- 1. The amounts received by the employee in connection with their field posting as well as the expenses incurred by the employer, must be repaid by the employee if:
  - a. The intended field posting does not take place through the action of the employee;
  - b. The employee ends the contract of employment prematurely or in fact ceases their activities due to personal circumstances (not being illness or work incapacity of the employee);
  - c. The provisions of clauses 1a and b apply to the extent that the situation is the result of the employee's action, or (in part) caused by them or can (in part) be blamed on them.
- 2. The amount of money to be repaid is calculated in proportion to the actual time worked in the host country from the moment the amounts were received from the employer and/or the costs were incurred by the employer, assuming a minimum duration of residence of 12 months. No repayment is owed if the total duration of residence in the host country has lasted at least 12 months from the moment the amounts were received from the employer and/or the costs were incurred by the employer, or residence ends due to the worsening security situation.
- 3. The provision in clause 1a equally applies to family members, who in the end do not settle in the host country. These costs must also be repaid to the employer.
- 4. Should the provision in clause 1c apply, the employer and their family members can claim no further entitlements from the contract of employment from the date of terminating the contract of employment.
- 5. The costs referred to in this article are the costs incurred by the employer such as: ticket return travel, furnishing allowance, removal costs, storage costs, insurance costs, and tickets used for home leave.

### **ARTICLE B 8.2 DECLARATION DEADLINE**

- Declarations of expenses made over the duration of the contract of employment and expenses incurred immediately after the contract which are related to obligations derived from this contract of employment, must be submitted to the employer within 3 months after these expenses were incurred.
- 2. Declarations must be submitted in conformity with the employer's policy on declarations.

### **ARTICLE B 8.3 LOSS OF ENTITLEMENTS**

- 1. Should the employee not return to the home-based country immediately after concluding the contract period ('continued residence') they run the risk of losing entitlements which they would have on immediate return (such as unemployment benefits or social security scheme in the home-based country).
- 2. Any claims the employee considers having on the employer on account of the contract of employment must be submitted in writing to the employer and must be received by the employer within 3 months after the termination of the contract of employment, or entitlements are cancelled.

# **ARTICLE B 8.4 EXCHANGE RATE**

The exchange rates of the different currencies to the Euro will be set and communicated per semester, per the first of January and the first of July, for the sake of determining the height of the reimbursements to be paid.

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# **CHAPTER B - IX STAFF EMPLOYABILITY AND DEVELOPMENT**

The articles in the CLA Part A Chapter X 'Staff Employability and Development' apply in full.

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### CHAPTER B - X INSURANCE AND PENSION

Chapter VIII "Insurances" and Chapter XI "Pension" in the CLA part A are not applicable, instead the following articles apply:

### ARTICLE B 10.1 INSURANCES IN GENERAL

- The insurance conditions as applied by an insurance company apply directly between the company and the employee and, if applicable, their family members. The employee cannot claim entitlements from the employer derived from these conditions.
- 2. Employees obliged to take out a basic health care insurance in the Netherlands are responsible themselves for concluding such a health care insurance.
- 3. The purpose of offering a health care insurance is that the employee will have a healthcare insurance of comparable level to the insurance the employee had prior to their departure to the host country.

### **ARTICLE B 10.2 COLLECTIVE INSURANCES**

- 1. Health care insurance abroad / Global Health Complete
  - a. The employer takes out insurance for all employees not obliged to take out a basic health care insurance in the Netherlands. In the case of an approved Family Posting, the employer will also take out insurance for accompanying family members.
  - b. The insurance consists of a full health care insurance based on the home and host country area,
  - c. The International Medical Insurance Cover reimburses, up to the limits defined in their policy:
  - Reasonable and Customary expenses for Medical Treatment, provided these expenses have been incurred because of Illness, Accident or Maternity
  - Medical Evacuation & Repatriation assistance
  - Accident-related Dental Treatment

All above mentioned points are depending on the health insurance policy conditions in place and will have to be arranged directly by consulting with the health insurance company. It is the employees' duty to familiarise themselves with the policy conditions of the health insurance company

- 2. Business travel insurance with additional health care insurance for abroad
  - a. The employer takes out insurance for all employees. In the case of an approved Family Posting, the employer will also take out insurance for accompanying family members.
  - b. The insurance consists of a additional healthcare insurance, emergency dental treatment, SOS repatriation insurance, including evacuation costs in case of an evacuation for urgent security reasons, luggage insurance, and extra air travel insurance.
- 3. Accident insurance including molestation.
  - a. The employer takes out insurance for all employees travelling abroad. In the case of an approved Family Posting the employer also takes out this insurance for accompanying family members.
  - b. The accident insurance consists of a compensation for the employee in case of permanent disability and compensation for their next of kin in the event of death.

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### **ARTICLE B 10.3 PENSION REGULATION**

- 1. Dutch employees working outside of The Netherlands, but still registered in The Netherlands and paying income taxes are obliged to participate in the employer's pension scheme/insurance.
- 2. Employees not registered in The Netherlands and posted abroad receive reimbursement of 10% net of their gross salary.

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# **CHAPTER B - XI LABOUR RELATIONS**

All articles in the CLA Part A, Chapter XII 'Employment Relationships' apply in full,

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# **Annexes**

All annexes of the CLA Part A, and the personnel policy on the sabbatical leave are applicable.

Annex A2 is on the basis of a 40-hour working week.

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# ANNEX A2 SALARY SCALES BASED ON 40 HOURS, April 1, 2024

33 3,031 3,177 3,367 3,611 3,924 4,282 4,688 5,148 5,559 6,199 6,954 7,844 9,300



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