

EUR EMPLOYEE DISPUTE REGULATION 2020

After approval by the 'Lokaal Overleg', this Regulation was adopted by the Executive Board on 7th December 2020.

This Regulation comes into force on 7 December 2020.

Contents

Chapter I – General.....	3
<i>Legal framework</i>	3
Article 1.1 - Definitions	3
Chapter II - Submitting and handling a Dispute.....	4
Article 2.1 - Submitting the Dispute.....	4
Article 2.2 - Handling the Dispute and preparations	5
Chapter III - Hearing	5
Article 3.1 - Hearing	5
Chapter IV - Advice CGW and discontinuation of the hearing	6
Article 4.1 - Advice CGW and discontinuation of the hearing	6
Chapter V - Composition and appointment CGW.....	6
Article 5.1 - Composition and appointment CGW	6
Chapter VI - Confidentiality.....	7
Article 6.1 - Obligation of Confidentiality	7
Chapter VII - Protection of those involved.....	8
Article 7.1 - Protection of those involved	8
Chapter VIII - Unforeseen cases	8
Article 8.1 - Unforeseen cases	8
Chapter IX - Secretariat of the CGW.....	8
Article 9.1 - Secretariat of the CGW.....	8
Chapter X - Final and transitional provisions.....	8
Article 10.1 - Interpretation	8
Article 10.2 - Administration of the Regulation	8
Article 10.3 - Translation.....	8
Article 10.4 - Publication.....	8
Article 10.5 - Entry into force.....	8
Article 10.6 - Short title.....	9
Article 10.7 - Applicable law	9

Chapter I – General

Legal framework

- On March 19th, 2020, the Sectoral regulation on disputes for Dutch universities (hereinafter: 'the Sectoral Regulation') was adopted by the cao parties.
- The above-mentioned Sectoral Regulation is based on the Collective Labour Agreement for Dutch Universities (hereinafter: 'cao NU'), Article 1 (3) and Article 2 (4) of the Sectoral Regulation.
- In this respect, the following local EUR Employee Disputes Regulation (hereinafter: 'the Regulation') applies.
- This only relates to the employment-law topics listed in Article 2 (3) of the Sectoral Regulation.

Article 1.1 - Definitions

1. For the purposes of these Regulations, the terms below are defined as follows:

<i>Application:</i>	the written submission by the Employee to the CGW asking it to handle a Dispute;
<i>Board:</i>	Executive Board of the EUR;
<i>BW:</i>	the Dutch Civil Code;
<i>cao NU:</i>	Collective Labour Agreement of Dutch Universities.
<i>CGW:</i>	Arbitration Committee: as referred to in article H.1, paragraph 1, cao NU.
<i>Dispute:</i>	a situation in which an Employee disagrees with a decision, or similar ruling, of the Employer concerning one of the matters listed in Article 2 (3) of the Dutch Sectoral Regulation
<i>Employee:</i>	the person who is employed by the Employer, based on the cao NU;
<i>Employer:</i>	EUR, legally represented by the President of the Board;
<i>EUR:</i>	the public legal entity Erasmus Universiteit Rotterdam;
<i>Lokaal Overleg</i>	Consultation between the employer and local employees' organisations: the local consultation with employees' organisations as laid down in the consultation protocol (Local Consultation as defined in article 1.1. (1) (j) cao NU);
<i>Manager/Supervisor:</i>	the person who (directly) manages the Employee on behalf of the Employer;
<i>Parties:</i>	the Employer and the Employee together;
<i>Regulation:</i>	These regulations;
<i>Secretary:</i>	the secretary of the CGW
<i>Third Parties:</i>	Any third party;

<i>To Recuse/ Recusal</i>	The recusal of the Chair or a member of CGW for the handling of a Dispute on the basis of grounds that could jeopardise the independence or impartiality;
<i>Withdrawal:</i>	the decision not to take a seat in the CGW to handle a certain Dispute;
<i>Written, in Writing:</i>	By letter or electronically (Article 2:13 – 2:17 Awb) to cgw@eur.nl;
<i>Decision:</i>	The decision or comparable finding by or on behalf of the Employer;

2. Terms used in the Regulation, also used in the BW which are not included in the definitions of the Regulation, have the same meaning as in the BW.
3. Wherever the masculine form is used in this Regulation, it may also be interpreted as the feminine form, and vice versa.
4. Wherever the singular form is used in this Regulation, the plural form can also be used, and vice versa.

Chapter II - Submitting and handling a Dispute

Article 2.1 - Submitting the Dispute

1. The Employee has the right to submit a Petition if they can prove that:
 - Employee is the Party Concerned; and
 - Employee has first consulted their Manager/Supervisor and has been unable to reach an agreement. This consultation does not have a suspensive effect for the period referred to in paragraph 2 of this article.
2. Employee submits the Petition within 6 weeks of the Decision being sent in Writing to the Employee.¹
3. The Petition must be in Dutch.
4. Employee may submit the Petition in Writing. In this Petition the Employee must explain why they do not agree with the Decision, and attach a copy of this Decision, as well as a brief description of the result of the consultation referred to in paragraph 1, sub 2 of this Article. If Employer has not made a Decision, Employee attaches a copy of their request for a Decision to the Employer. The Dispute also includes the name, correspondence address (post and e-mail address), phone number, position, management unit and department where the Employee works, date and signature.
5. If there is no Written decision by the Employer, the Employee first writes to the Employer requesting a Written response. If the Employer refuses or does not respond within 4 weeks after the request for a response, the Employee may submit the Dispute via cgw@eur.nl. The Employee explains why they do not agree with the Employer's viewpoint and attaches a copy of their own request to the Employer for a response. The Application also includes

¹ Insofar as this is a decision of the Employer in the period from 1 January 2020 until the effective date of the commencement of the Regulation, the period of 6 weeks runs from the date of the publication of the Regulation.

the name, correspondence address (post and e-mail address), phone number, position, management unit and department where the Employee works, date and signature.

6. Submitting a Petition to the CGW will not postpone the effective date of a Decision.

Article 2.2 - Handling the Dispute and preparations

1. The Dispute is handled in Dutch.
2. Before the CGW handles the Dispute, the CGW requests Manager/Supervisor to reconsider the (non-existent) Decision and to send the result of this reconsideration to the CGW within 5 days.
3. On behalf of the Chair, the Secretary examines whether the Dispute fulfils the conditions of the Sectoral Regulation and the Regulation. If not, Employee is given the opportunity, if necessary, to remedy any defect, (for example the lack of motivation), within a period of 10 working days.
4. If the defect is not rectified within the period of 10 working days, the Dispute will not be handled and will be rejected by the Chair on behalf of the CGW without substantive consideration. Employee and Manager/Supervisor are notified in Writing.
5. During the process, parties may, at their own expense, enlist assistance from an advisor or an attorney and, if necessary, an interpreter. The Secretary will be notified, stating the name of the advisor or attorney and, if necessary, interpreter. The Employee may be eligible for legal aid from the Legal Aid Board. See www.rvr.org.
6. The CGW may, on its own initiative, seek advice or information from experts on specific subjects and, if necessary, invite them to appear at the hearing. Any associated costs will be borne by the Employer.

Chapter III - Hearing

Article 3.1 - Hearing

1. In consultation with the Chair, the Secretary determines the location and time of the hearing, which can take place in person or digitally. The CGW summons the Parties in Writing.
2. The CGW may decide to handle multiple Disputes together.
3. Parties are heard in each other's presence and given the opportunity to explain their positions.
4. The CGW may consult witnesses and specialists.
5. The hearing is conducted by the CGW or assigned to the Chair or a member of the CGW.
6. If Parties wish to have witnesses and/or specialists heard by the CGW, they will inform the Secretary of the CGW at least five working days in advance, stating the name of the witness and/or specialist.
7. Employee is not obliged to take the opportunity to be heard. If Employee does not wish to be heard, they will inform the Secretary of the CGW in Writing.
8. The Parties will be invited to the hearing as soon as possible after receiving the (revised) Dispute. Insofar as this is possible, the composition of the CGW will be provided.

9. Parties may submit documents up to 10 days before the hearing. The Secretary ensures that the documents are digitally sent to the Committee members and Parties. If documents are submitted less than 10 days before the hearing, the CGW decides whether to admit the documents.
10. If one of the Parties does not appear, the Chair ensures that this person was duly summoned. If so, the Dispute can also be handled without the presence of that Party.
11. In principle, Parties are not heard in each other's presence. The Chair may decide to hear several Parties jointly, unless this hinders a careful handling of the Dispute and/or one or several Parties does/do not agree.
12. The hearing is not public due to the confidential nature of the Disputes. After receiving consent from the Parties, the Chair may allow third parties to be present at the hearing.
13. Prior to the hearing, the Chair and/or Committee members participating in the hearing may be Recused based on facts or circumstances that make it difficult for the Chair or the Committee member in question to form an impartial opinion. A well-substantiated Recusal should be sent to the Secretary in Writing, for the attention of the Board. The Board will judge on the Recusal. No legal remedy is available against this decision by the Board.
14. A Chair/Member may decide to Withdraw.
15. In the event that the Recusal is justified, and/or Withdrawal is granted, the relevant Chair/the Member is replaced by another Chair/ Member or a new CGW is appointed.

Chapter IV - Advice CGW and discontinuation

Article 4.1 - Advice CGW and discontinuation

1. The CGW consults and decides behind closed doors about the advice to be issued to the Employer. The CGW decides with a majority vote about the advice to be issued. No minority opinions are mentioned with the advice. The advice is motivated and includes advice to the Employer about the decision to be taken. The advice is signed by the Chair and Secretary.
2. If the CGW is already handling a Dispute about a fact or event that is also (partially) a dispute in another internal or external procedure (based on the same or a related case), the CGW is immediately informed in writing by the Board, after which the CGW will discontinue the handling of the Dispute.

Chapter V - Composition and appointment CGW

Article 5.1 - Composition and appointment CGW

1. In principle, the CGW is composed of two Members and a Chair. Deputy Members may also be appointed.
2. The Employer appoints a CGW consisting of a Chair and a deputy Chair and a maximum of six other Members. A maximum of three (deputy) Members are appointed on the recommendation of the Employee Organisations in the 'Lokaal Overleg' and a maximum

of three recommended by the Employer. The (deputy) Chair is appointed on the joint nomination of the Members of the CGW.

3. The (re)appointment is for a period of four years. In the event that the activities of the CGW are terminated, the appointment will apply until the moment of termination.
4. The appointment of the Chair or Members can be terminated by the resignation of the Chair/Member concerned or by ending the appointment on the initiative of the Employee Organisation or Employer who recommended the Chair/Member concerned. If a Member accepts a position that is incompatible with membership of the CGW, the appointment is terminated.
5. No one in the following positions may be a Chair/Member:
 - EUR employees and, insofar as there is no employment contract, the following people:
 - Members of The Executive Board;
 - Decanen;
 - Members of the University Council/Faculty Councils/Service Councils
 - Members of the 'Lokaal Overleg';
6. With respect to the remuneration of the Chair and Members, see the Committee fee & Indemnity Regulations 2021.

Chapter VI – Confidentiality during the procedure

Article 6.1 - Obligation of Confidentiality during the procedure

1. Every Dispute is handled confidentially. All persons who are directly or indirectly involved in the proceedings must observe strict confidentiality with respect to all the information obtained.
2. The CGW may instigate a further investigation into breach of confidentiality.
3. After verifying the breach of confidentiality, the CGW may take further measures to protect confidentiality. These measures may extend to the way in which Parties are heard and whether to provide (access to) documents and reports. The CGW may advise the Board to take appropriate measures.
4. Confidentiality does not apply to the sharing of information between Secretary, CGW and other persons appointed by the Board specifically to handle the Dispute. Neither does confidentiality apply in the case of a legal disclosure obligation or in the event of legal proceedings.
5. The CGW only collects and processes personal data that are necessary to issue advice. When processing personal data, the CGW secures all data from loss and unlawful processing.

Chapter VII - Protection of those involved

Article 7.1 - Protection of those involved

1. The position of the Employee may not be disadvantaged as a result of submitting a Dispute under the Regulation, unless the Employee has not acted in good faith. The same applies to witnesses and experts.

Chapter VIII - Unforeseen cases

Article 8.1 - Unforeseen cases

1. In cases not provided for in the Regulation, the CGW decides.

Chapter IX - Secretariat of the CGW

Article 9.1 - Secretariat of the CGW

1. The secretariat of the CGW is held by Legal Protection.
2. The Secretary is not part of the CGW.
3. The Secretary observes the instructions of the Chair.

Chapter X - Final and transitional provisions

Article 10.1 - Interpretation

1. In cases related to, but not regulated by Regulation, or if this Regulation gives cause for multiple interpretations, the CGW decides.

Article 10.2 - Administration of the Regulation

1. This Regulation is administered by Legal Protection.

Article 10.3 - Translation

1. This Regulation is translated, the Dutch version prevails by conflict between translations.

Article 10.4 - Publication

1. The Board will post this Regulation on the EUR website.

Article 10.5 - Entry into force

1. This Regulation will come into force on a date to be determined by the Board and will be adopted with retroactive effect on 1 January 2020.
2. After approval by the Local Consultation Body, this Regulation was adopted by the Executive Board on 23 March 2021.

Article 10.6 - Short title

1. This Regulation is referred to as: EUR Employee Disputes Regulation 2020.

Article 10.7 - Applicable law

1. This Regulation is exclusively governed by Dutch law.