

CONTINUOUS REDUNDANCY PLAN

Valid from 1 december 2022 until 31 december 2024

UNIVERSITY OF TWENTE.



COLOPHON

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TABLE OF CONTENTS

Preamble	3
List of key terms	4
1. General	7
Article 1: Effective period	7
Article 2: Scope of application	7
Article 3: Other provisions	8
2. Continuation of position and termination of job	8
Article 4: Continuation of position and termination of job	8
3. Re-employment study and employment protection period	9
Article 5: Re-employment study, trial placement and salary guarantee	9
Article 6: Employment protection period	10
Article 7: Salary in the case of redeployment to a position one salary scale lower	10
4. Basic principles and facilities	10
Article 8: Basic principles	10
Article 9: Costs of refresher training, additional training or retraining	11
Article 10: Phasing out of allowance(s)	11
Article 11: Career guidance	11
Article 12: Recruitment agencies, financial advice and legal advice	12
Article 13: Secondment, temporary work and temporary vacancy	12
Article 14: Study costs	13
Article 15: Relocation costs	13
Article 16: Compensation scheme	13
Article 17: Facilities in becoming independent	13
Article 18: Service anniversary	15
Article 19: Mobility allowance	15
Article 20: Interuniversity mobility	16
Article 21: Academic association with the UT following redundancy	16
Article 22: Psychosocial guidance	17
Article 23: Frontier workers	17
Article 5 Final provisions	17
Article 24: Ad-Hoc Advisory Committee on Social Support	17
Article 25: Final provisions	17
Signature	18

PREAMBLE

The enactment on 1 January 2020 of the Public Servants (Standardisation of Legal Status) Act (Dutch acronym: WNRA) has repercussions for the statutory regime in force at the University of Twente.

Until 1 January 2020, the University of Twente had in place a continuous redundancy plan intended to minimise as far as possible the negative impact of changes in the organisation of the University of Twente on employees' employment, legal status and terms of employment, which was based on the law as applicable to public servants and relevant case law in that area.

Within the framework of the WNRA, the present Continuous Redundancy Plan has been configured in line with civil employment law. The basic principle – that both employer and employee will make every effort to prevent compulsory redundancies – remains unchanged.

There is also an expectation that the application and implementation of policy principles in the Collective Labour Agreement for Dutch Universities (CAO-NU) will result in a culture where development and mobility are taken for granted and organisational adjustment and change become a continuous process.

On the one hand, the Executive Board is explicit in its intention to make efforts in the years ahead to apply a preventive approach and an active employment policy in order to prevent organisational frictions and retain employees for the organisation. In order to achieve this, there will be investments in strategic staff planning and work-to-work guidance. The employee participation body at the University of Twente (OPUT) will adopt an active and constructive approach in providing the Executive Board with ideas and input on policy issues.

On the other hand, the Executive Board expects employees to adopt an active and entrepreneurial attitude in order to maintain and improve their value on the labour market (employability, long-term employability). The University of Twente is investing in a climate that encourages and challenges employees to apply and develop their qualities and talents to the full. To that end, the organisation will provide employees with the conditions and facilities needed to promote their long-term employability. This in turn calls on employees to apply their own initiative in terms of their career, flexibility and mobility.

This translation is meant as a service to non-Dutch speaking employees of the UT. However, in case of a difference of interpretation, these translations cannot be used for legal purposes. In those cases the Dutch text is binding.

LIST OF KEY TERMS

Guidance plan	a description of the employee's individual situation, his wishes and possibilities and the agreements made in relation to employability
Adminstrator	the person tasked with managing a unit in accordance with the UT Executive and Management Regulations (" <i>bestuurs- en beheersreglement</i> ")
CAO-NU	the Collective Labour Agreement for Dutch Universities
Executive Board	the Executive Board of the University of Twente
Employment contract	an employment contract with the University of Twente, as defined in Article 1.1, paragraph 1(g) of the CAO-NU
Employability	<p>in accordance with Article 9.14 of the CAO-NU, an employee facing potential redundancy due to an organisational change or reorganisation will, at the employer's initiative or the employee's request, become eligible for one or more provisions tailored to his personal situation, such as:</p> <ul style="list-style-type: none">• refresher training, additional training or retraining with a view to widening the possibilities of redeployment and increasing opportunities on the external labour market• outplacement• other provisions that increase the prospect of a suitable position
End-of-year bonus	as referred to in Article 3.4 of the CAO-NU
Position	as defined in Article 1.1, paragraph 1(s) of the CAO-NU
Employee assigned to an equivalent position	an employee assigned to an equivalent position with minimum or no changes elsewhere in the new organisation in case of a reorganisation or organisational change
Re-employment study	the efforts made by the Transfer Committee focused on identifying a suitable position for an employee whose job is to be terminated
Transfer Committee	committee set up by the Executive Board and charged with performing the re-employment study. The committee's working procedure has been described in the document "Working procedure for Transfer Committee" (" <i>Werkwijze Herplaatsingscommissie</i> ") 4

Transfer candidate	an employee notified of potential redundancy because of an organisational change or reorganisation and registered with the Transfer Committee
Local consultation	the consultation, as referred to in Article 1.1, paragraph 1(j) of the CAO-NU, between the Executive Board and the OPUT
Potential redundancy	an employee is at risk of potential redundancy if he has received written notification concerning the termination of his position, placing them at risk of redundancy
OPUT	the joint employee participation bodies at the UT, as defined in Article 1.1, paragraph 1(d) of the CAO-NU, who participate in the local consultation between the employer and local employees' organisations
Organisational unit	(part of) the faculty or service department as referred to in the UT Executive and Management Regulations (<i>bestuurs- en beheersreglement</i>)
Organisational change	<p>change in the organisation of an organisational unit (or part of it), that is not a reorganisation as referred to in Article 9.1 of the CAO-NU, which will result in the termination of one or more positions as referred to in Article 7:669, paragraph 3(a) of the Netherlands Civil Code (BW) and the Redundancy Scheme (<i>Dutch law: Ontslagregeling</i>). The term organisational change does not refer to:</p> <ul style="list-style-type: none"> a) the termination of a temporary position because of the temporary nature of the work where this temporary nature was known from the outset, b) the termination of a temporarily-funded position as a result of a change to or termination of the funding where the temporary nature of the funding was known from the outset c) a voluntary transfer to a temporary position where the temporary nature was known from the outset <p>providing that this has been determined in advance in writing with the employee (e.g., in the case of employment subject to special provisions (<i>geclausuleerd vast dienstverband</i>) or otherwise).</p>
Suitable position	as referred to in Article 9.2 of the CAO-NU and Article 9, paragraph 3 of the Redundancy Scheme (<i>Dutch law: Ontslagregeling</i>), where a position of no more than one salary scale point lower as referred to in the CAO-NU can still be considered to be suitable
Replacement	an employee as defined in Article 19.7 of this Continuous Redundancy Plan who, by terminating his employment contract, makes room for an employee faced with potential redundancy and who may be eligible for a mobility allowance according to the conditions stated in Article 19.7
Reorganisation	as defined in Article 9.1 of the CAO-NU

Salary	the gross salary as defined in Article 1.1, paragraph 1(m) of the CAO-NU
Allowances	the allowances referred to in Articles 3.12, paragraph 2, 3.13, 3.15, 3.24 and 3.26 of the CAO-NU
Interchangeable positions	as referred to in Article 13 of the Redundancy Scheme (<i>Dutch law: Ontslagregeling</i>)
UT	the University of Twente
Holiday allowance	as defined in Article 3.11 of the CAO-NU
Full-time employment	employment as defined in Article 1.1, paragraph 1(l) of the CAO-NU
Employer	the University of Twente
Employee	the person with an employment contract with the University of Twente who falls within the scope of Article 2 of the Continuous Redundancy Plan

1. GENERAL

Article 1: Effective period

- 1.1. The Continuous Redundancy Plan takes effect on the day after it was signed and runs from 1 December 2022 until 31 December 2024. The Continuous Redundancy Plan terminates on 31 December 2024. The Continuous Redundancy Plan can be renewed annually for a further year if the parties in the local consultation make a decision to extend it in good time. If no decision to extend is made, the Continuous Redundancy Plan will terminate by operation of law. No later than two months before the term expires, the Executive Board and OPUT will consult to evaluate the Continuous Redundancy Plan. This evaluation will include discussion of the potential extension of its effective period.
- 1.2. In the event of amendments to legislation or other regulations during the effective period or if other unforeseen circumstances necessitate it, the Executive Board and the OPUT will consult on amendments to this Continuous Redundancy Plan. If no agreement is reached in the local consultation with regard to amendments, the Executive Board and the OPUT can terminate the Continuous Redundancy Plan prematurely. In the event of premature termination, any agreements already made with individual employees based on the Continuous Redundancy Plan will continue to apply.

Article 2: Scope of application

- 2.1. The Continuous Redundancy Plan applies to any employee whose position is to be terminated as a result of an organisational change or reorganisation as referred to in Article 7:669, paragraph 3(a) of the Netherlands Civil Code (BW) and the Redundancy Scheme (*Dutch law: Ontslagregeling*) or whose legal status may be affected in some other way by an organisational change or reorganisation (resulting from the justification for the organisational change or the re-organisational plan agreed) and who
 - has a permanent contract of employment or
 - has a fixed-term contract of employment and who, after written notification of potential redundancy, still has a contract of employment at least for the duration of the employment protection period and notice period as referred to in Article 9.10 of the CAO-NU.

An exception to the above applies for Article 19.7 (replacements) of the Continuous Redundancy Plan.

The Continuous Redundancy Plan does not apply if an employee's contract of employment is terminated for any other reason than organisational change or reorganisation.

In addition, the Continuous Redundancy Plan will not be applicable to:

- a) the termination of a temporary position because of the temporary nature of the work where this temporary nature was known from the outset;
- b) the termination of a temporarily-funded position as a result of a change to or termination of the funding where the temporary nature of the funding was known from the outset;
- c) a voluntary transfer to a temporary position where the temporary nature of it was known from the outset,

providing that this has been determined in advance in writing with the employee (e.g., in the case of employment subject to special provisions (*geclausuleerd vast dienstverband*) or otherwise).

- 2.2. In the event of the outsourcing of works that affects employees as referred to in Article 2.1 of the Continuous Redundancy Plan, appropriate measures will be agreed and documented in the local consultation, depending on the nature of the outsourcing and the conditions. These measures will replace the Continuous Redundancy Plan.

Article 3: Other provisions

- 3.1. In the event of a reorganisation as referred to in Article 9.1 of the CAO-NU, the Continuous Redundancy Plan will be considered as a supplement to the Social Policy Framework set down in Chapter 9, section 2 of the CAO-NU.
- 3.2. In any cases where this Continuous Redundancy Plan includes references to articles from Chapter 9 of the CAO-NU, these provisions will also be applied in the event of an organisational change, unless explicitly determined otherwise.
- 3.3. Wherever in this Continuous Redundancy Plan the masculine form is used, the feminine form can also be read.
- 3.4. Insofar as other terms used in this Continuous Redundancy Plan are also mentioned in the CAO-NU, they should be interpreted in the same way as in the CAO-NU.
- 3.5. Any amounts of money referred to in this Continuous Redundancy Plan are gross figures, unless explicitly stated otherwise. The employer will apply the statutory deductions.

2. CONTINUATION OF POSITION AND TERMINATION OF JOB

Article 4: Continuation of position and termination of job

- 4.1. There will be a continuation of position in cases where a position is retained, or changes to a limited extent, or in the case of a transfer to a different organisational division with only minimum change (employee assigned to an equivalent position). A minimum change to a position will apply if a person holding a position can continue to fulfil that role with only minimum retraining (no more than several weeks). In the case of a continuation of position, the employee concerned will continue to fulfil his role, unless the employee works within a category of interchangeable positions where jobs will be terminated.
- 4.2. If one or several jobs are to be terminated, the employer will apply the provisions of the Redundancy Scheme.
- 4.3. The reference date referred to in Article 12 of the Redundancy Scheme will be determined by the administrator for each organisational change or reorganisation and, in the case of reorganisation, will be no later than the date that the reorganisation plan was approved and, in the case of an organisational change, no later than the date of the decision to terminate jobs. In the event that there are six months between two subsequent contracts of employment at the UT, it will be assumed that the employee has a new contract of employment and the duration of the contract of appointment will be calculated from the start date of the most recent employment contract. In determining the duration of the contract of employment, Article 15 of the Redundancy Scheme will not be applied in full in view of the fact that alternative agreements have been made in Article 2.2, paragraph 5 of the CAO-NU.

3. RE-EMPLOYMENT STUDY AND EMPLOYMENT PROTECTION PERIOD

Article 5: Re-employment study, trial placement and salary guarantee

- 5.1. A re-employment study will take place during a period as stipulated in the introduction to Article 9.11 of the CAO-NU.
- 5.2. During the period referred to in Article 5.1 of the Continuous Redundancy Plan, an employee facing potential redundancy will have the status of “placement candidate”. This means that he will have preferential status for all vacancies that occur within the UT. If the Transfer Committee judges that the vacant position is a suitable position for the placement candidate, the placement candidate will be assigned to that position.
- 5.3. Any placement candidate who reaches statutory pension age within the employment protection period or the notice period will retain his contract of employment until that date. No re-employment study will be held. The same applies to any placement candidate who has terminated his contract of employment in writing with a view to making use of the ABP Multi-Option pension (*ABP Keuzepensioen*) within the employment protection period.
- 5.4. The re-employment study will be carried out under the auspices of the University of Twente Transfer Committee.
- 5.5. The Transfer Committee has the authority to assign an employee to a suitable position within the UT as referred to in Article 9.12 of the CAO-NU and Article 9 of the Redundancy Scheme.
- 5.6. If, in the employer’s judgement, the employee is not being sufficiently cooperative with regard to his own employability, the sanction referred to in Article 9.14, paragraph 3 of the CAO-NU will apply.

If there is a vacant position and the Transfer Committee has doubts as to whether the placement candidate will prove capable of the position within a year, whether or not by means of refresher training, additional training or retraining, the Transfer Committee will proceed to a trial placement of the candidate for a maximum period of 12 months. During the trial placement, the employee will be entitled to the training required to be able to perform the new position. A trial placement will mean that the employment protection period is extended for the duration of the work, taking account of the number of hours for which this temporary work is performed. This extension will last no longer than 12 months. Agreements about the trial placement will be set down in writing. The exemption from work as stipulated in Article 9.11, paragraph 1 of the CAO-NU does not apply during the trial placement.

For example:

- *A full-time (1.0 FTE) employee is a placement candidate with effect from 1 January 2022. The employment protection period runs until 1 November 2022. With effect from 1 June 2022, the employee is assigned on a trial placement for 12 months until 1 June 2023. If the trial placement is not converted into a definitive placement by 1 November 2022, the employment protection period will be extended by 12 months from the original expiry date (1 November 2022) to 1 November 2023.*

- *In the case of a trial placement of a part-time employee working 0.8 FTE (for example), the employment protection period will be extended by 9.6 months (0.8 x 12 months) starting from the original expiry date of the employment protection period (1 November 2022) to mid-August 2023, because in that case the employee will still have had an opportunity to make efforts to find a new placement during the remaining 0.2 FTE.*

- 5.7. Responsibility for and personal care of the placement candidate will remain with the administrator until (trial) placement has been realised within the different faculty or service department within the UT or elsewhere, or the contract of employment is terminated.
- 5.8. The working procedure of the Transfer Committee has been described in the document “Working procedure for Transfer Committee” (“*Werkwijze herplaatsingscommissie*”).
- 5.9. With regard to employability, this is explained in Article 9.14 CAO-NU and Article 9 of the BWNU (Non-Statutory Unemployment Regulation of the Dutch Universities).
- 5.10. This provision does not apply to employees who have reached statutory pension age.

Article 6: Employment protection period

In accordance with that stipulated in Article 9.10 of the CAO-NU, the Executive Board will not terminate the contract of employment of an employee – who is at risk of being made redundant on the grounds of an organisational change or reorganisation – during the employment protection period. The employment protection period starts on the first day of the month after the employee has received written notification of potential redundancy.

If the employee facing potential redundancy cannot be placed within the UT, (compulsory) redundancy will follow.

This provision does not apply to employees who have reached statutory pension age.

Article 7: Salary in the case of redeployment to a position one salary scale lower

- 7.1. In the event of a placement to a suitable position for which the salary scale is one point lower as stipulated in the CAO-NU, the employee will retain the salary scale that relates to the original position. The employee will also retain the right to periodic increases as stipulated in Article 3.3 of the CAO-NU, provided that the employee has not already reached the maximum on the salary scale. The original increment date will continue to apply.
- 7.2. The employer and employee have an obligation to make every effort to assign the employee to a position rated at the same salary scale as the original position. From the date of transfer to a suitable position that is rated one salary scale lower, both the employer and employee will endeavour to find an appropriate suitable position for a period of 24 months. Within that context, the employee will continue to be designated as a placement candidate throughout this period.

4. BASIC PRINCIPLES AND FACILITIES

Article 8: Basic principles

- 8.1. The employer and employee will make utmost efforts to prevent compulsory redundancy.

- 8.2. The employer will also make every effort to support the employee facing potential redundancy in finding a suitable position within or outside the UT. As a result of that stipulated in Article 9.8, paragraph 3 of the CAO-NU, this provision does not apply to an employee who has reached statutory pension age.
- 8.3. The employee facing redundancy will make sufficient effort within the framework of his own employability and to prevent unemployment.
- 8.4. The basic principles laid down in Article 9.8 of the CAO-NU will also apply.

Article 9: Costs of refresher training, additional training or retraining

The reasonable costs of refresher training, additional training or retraining with a view to improving the possibilities for redeployment and increasing the opportunities on the external labour market will be borne by the organisational unit, provided that this increases the prospect of a suitable position, internally or externally. Reasons will be provided in the case of any decision involving (partial) refusal. Agreements about refresher training, additional training or retraining will be laid down in writing.

Article 9.14 of the CAO-NU will apply, including in the case of an organisational change. This provision does not apply to employees who have reached statutory pension age.

Article 10: Phasing out of allowance(s)

If an employee is assigned to a different position than the original one, the administrator will phase out the allowance(s) associated with the original position in accordance with the scheme included in Article 3.25, paragraph 2 of the CAO-NU. Allowances associated with the position to which the employee is (re-)deployed will be deducted from the original allowance(s).

Article 11: Career guidance

- 11.1. Within four weeks after the employee has received written notification of potential redundancy, the administrator, the employee and HR adviser will compile a written guidance plan. The administrator will take the initiative in this. The guidance plan will be signed by the administrator, employee and HR adviser. The employee will be expected to cooperate with this and also show personal initiative.
If this deadline is not achieved, providing that it is for reasons that cannot be attributed to the employee, the employment protection period referred to in Article 6 of this Continuous Redundancy Plan will be extended by the duration of the delay, i.e., the period starting from the end of the four-week deadline until the guidance plan has been drawn up in writing by the administrator and presented to the employee for signing.
- 11.2. The guidance plan will outline the wishes and possibilities of the employee facing potential redundancy with regard to a new position inside or outside the UT. The plan may focus on the following:
 - career advice and training;
 - refresher training, additional training or retraining
 - outplacement facilities;
 - facilities associated with job application training;
 - other measures taken to facilitate a transfer inside or outside the UT;
 - assistance in becoming independent;
 - highlighting vacancies within the UT;

- job application activities on the part of the employee (incl. registering with temporary employment agencies);
- use of (other) facilities from the Continuous Redundancy Plan.

11.3 This provision does not apply to employees who have reached statutory pension age.

Article 12: Recruitment agencies, financial advice and legal advice

12.1. Recruitment agencies: If necessary, the UT will enlist the services of a recruitment agency to provide guidance and career advice to the employee facing potential redundancy. The reasonable costs of a recruitment agency, aimed at improving the possibilities of redeployment and increasing the opportunities on the external labour market, will be borne by the employer, provided that this increases the prospect of a suitable position.

12.2. Financial advice: An employee facing potential redundancy can obtain financial advice about his income status after leaving the UT. If necessary, the UT will enlist the services of a consultancy for this purpose. The reasonable costs of a consultancy will be borne by the employer up to the maximum amount of €750 (excluding VAT).

12.3. Legal advice: An employee facing potential redundancy can obtain legal advice about a settlement agreement to be entered into within the framework of his redundancy or redeployment within the UT. The costs will be borne by the employer up to a maximum of €750 (including office costs and excluding VAT).

12.4. This provision does not apply to employees who have reached statutory pension age.

Article 13: Secondment, temporary work and temporary vacancy

13.1. With the employer's permission, an employee facing potential redundancy can be seconded by the employer to a different employer, while maintaining his legal status and terms of employment. The secondment will mean that the employment protection period is extended for the duration of the work, taking account of the number of hours for which this temporary work is performed. This extension will last no longer than 12 months. During the period of secondment, the employee will not need to be exempted from performing work as referred to in Article 9.11, paragraph 1 of the CAO-NU.

13.2. If the employee facing potential redundancy is assigned to different work from the work that he usually performs, the employment protection period will not be extended. However, the employee will be exempted from performing work for at least 20% of the working week to enable job application activities. The work to be performed must not impede reasonable redeployment efforts.

13.3. If the employee facing potential redundancy is assigned to a temporary vacancy, the employment protection period will be extended for the duration of the work, taking account of the number of hours for which this temporary work is performed. This extension will last no longer than 12 months. A temporary vacancy is a temporary position that has become vacant for a minimum of six and maximum of 12 months to which the employer is assigned by the Transfer Committee. During the period of assignment to a temporary vacancy, the employee will not need to be exempted from performing work as referred to in Article 9.11, paragraph 1 of the CAO-NU.

13.4 This provision does not apply to employees who have reached statutory pension age.

Article 14: Study costs

- 14.1. An employee who, at the expense of the UT, is completing a study programme on the instructions of the UT or at his own request, but has not yet completed it after compulsory redundancy, will be permitted to complete the study at the UT's expense.
- 14.2. The obligation to repay study costs in the case of a study programme at one's own request will only arise if this obligation was recorded in the decision made in response to the request and the circumstances described in this decision apply. This obligation to repay can only apply for a study programme or course that is not job-oriented.
- 14.3 This provision does not apply to employees who have reached statutory pension age.

Article 15: Relocation costs

- 15.1. An employee who is subject to compulsory redundancy will have no repayment obligation with regard to any relocation allowance received.
- 15.2. The administrator will award the employee facing redundancy a relocation allowance based on the relocation allowance scheme in force at the UT if, by accepting a position outside the UT, the employee makes a reasonable decision to relocate and therefore becomes eligible for an Unemployment Insurance Act (WW) benefit.
- 15.3. The relocation allowance will be paid after deduction of any entitlements to relocation allowances from third parties. The employee is liable for any tax-related consequences of this payment.
- 15.4. This provision does not apply to employees who have reached statutory pension age.

Article 16: Compensation scheme

- 16.1. If, during the employment protection period referred to in Article 6 of the Continuous Redundancy Plan, the employee facing potential redundancy finds a job outside the UT that is lower paid than his job at the UT and the employee terminates his full-time employment contract, his salary will be supplemented for a year following the date of redundancy. During the first six months, a supplement of 75% of the difference compared to the most recently earned UT salary will be paid, with the difference in salary calculated based on the difference for a full-time employment contract. In the subsequent six months, the difference between the most recently earned UT salary and the current salary will be supplemented by 50%.
- 16.2. The compensation scheme referred to in this article does not apply to any employee entitled to wage supplementation as referred to in the BWNNU.
- 16.3. This provision does not apply to employees who have reached statutory pension age.

Article 17: Facilities in becoming independent

- 17.1. If the employee facing potential redundancy has plans to set up as an independent entrepreneur, efforts can be made to find a bespoke solution. Aspects that may be included in the discussion include:
 - Tests of entrepreneurial aptitudes;
 - Help in compiling a business plan;
 - Awarding UT assignments or orders to the employee within the limits of what is possible in legal and fiscal terms;
 - Notice period of three months, or a shorter notice period at the employee's request;
 - Start-up allowance when becoming independent.

- 17.2. Any agreements concerning facilities for becoming independent will be recorded in writing in a contract, which will also stipulate that the employee waives his entitlement to WW and BWNU benefits, to the transitional allowance, to the compensation scheme referred to in Article 16 of the Continuous Redundancy Plan and to wage supplementation in accordance with the BWNU.
- 17.3. The start-up allowance for employees becoming independent can apply for an employee facing potential redundancy who terminates his full-time employment contract during the employment protection period referred to in Article 6 of the Continuous Redundancy Plan, with due observance of a notice period of three months (or a shorter notice period at the employee's request), thereby preventing compulsory redundancy and starting as an independent entrepreneur. The start-up allowance will be awarded on the condition that the redundancy does not result in any benefit payment obligations (WW, BWNU or ZANU) or any obligation on the part of the University of Twente to pay a traditional allowance or redundancy payment. In the event that the employee does generate benefit payment obligations, the employee will be obliged to repay the start-up allowance in full.
- 17.4. The employee will terminate his contract of employment in writing. Termination by the employee means that the employee has no entitlement to benefit payments under the Unemployment Act (WW) or any payment under the Non-Statutory Unemployment Regulation of the Dutch Universities (BWNU). In the event that any such entitlement should exist, the employee declares that he will make no use of this entitlement and will not apply for any benefit payments under the Unemployment Act or any payment under the BWNU.
- 17.5. In accordance with the table below, the start-up allowance will amount to a percentage of the WW and BWNU entitlements on the date of termination of the employment contract. The reference date for determining the percentage will be the date on which the administrator receives notice of termination from the employee.

Start-up allowance for employees becoming independent (valid until 1 July 2023)

Month of the employment protection period + notice period, in which the termination notice was received from the employee	Percentage of WW and BWNU entitlements
0-6th month	30%
7th-8th month	25%
9th -10th month	20%
11th-13th month	15%
From 13th month	0%

Start-up allowance for employees becoming independent (valid from 1 July 2023 until 1 January 2025)

Month of the redundancy protection period + notice period, in which the termination notice was received from the employee	Percentage of WW and BWNU entitlements
0-6th month	30%
7th-8th month	25%
9th -10th month	20%

- 17.6. The level of the start-up allowance for employees becoming independent can never exceed the employee's salary up to statutory pension age.
- 17.7. The amount including VAT relating to orders from the UT awarded to the employee will be reduced from the start-up allowance.
- 17.8. If, within three years of the date of termination of the employment contract, the employee is re-employed by the UT, there will be an obligation to repay the start-up allowance received for employees becoming independent.
- 17.9. The start-up allowance for employees becoming independent referred to in this article does not apply to any employee claiming the mobility allowance referred to in Article 19 of the Continuous Redundancy Plan.
- 17.10. This provision does not apply to employees who have reached statutory pension age.

Article 18: Service anniversary

Any employee who takes compulsory redundancy will be entitled to a proportional gross service anniversary payment provided that the requirements stated in the University of Twente Jubilee Regulations (*Jubileumregeling Universiteit Twente*) have been met. The UT Jubilee Regulations will apply.

Article 19: Mobility allowance

- 19.1. An employee who terminates his full employment contract during the employment protection period referred to in Article 6 of the Continuous Redundancy Plan, thereby preventing compulsory redundancy, can apply for a mobility allowance (corresponding to the mobility allowance referred to in Article 9.9 of the CAO-NU). The mobility allowance will be awarded on the condition that the redundancy does not result in any benefit payment obligations (WW, BWNU or ZANU) or any obligation on the part of the University of Twente to pay a transitional allowance or redundancy payment. In the event that the employee does generate benefit payment obligations, the employee will be obliged to repay the mobility allowance in full.
- 19.2. The employee will provide written and signed notice of termination to the administrator. The employment contract will end with effect from the first day of the calendar month following the date on which notice of termination was received. Termination by the employee means that the employee has no entitlement to benefit payments under the Unemployment Act (WW) or any payment under the Non-Statutory Unemployment Regulation of the Dutch Universities (BWNU). In the event that any such entitlement should exist, the employee declares that he will make no use of this entitlement and will not apply for any benefit payments under the Unemployment Act or any payment under the BWNU.
- 19.3. The mobility allowance will be calculated in accordance with the table included in Appendix K of the CAO-NU.
- 19.4. The mobility allowance is expressed in the number of gross monthly salaries, excluding holiday allowance and end-of-year bonus. If the employee has a part-time contract, the part-time gross salary will apply.
- 19.5. The reference date for determining the number of years of service at the UT calculated from the date of commencement of employment is the month in which the employee terminated his employment contract in writing.

On the one hand, the level of the allowance will depend on the number of full years of service that the employee has at the time of termination. In the event that there are six months between two subsequent contracts of employment at the UT, it will be assumed that the employee has a new contract of employment and the duration of the contract of appointment will be calculated from the start date of the most recent employment contract.

On the other hand, the level of the payment depends on the month of the employment protection period + the notice period (maximum of three months), in which the administrator received notice from the employee. The employment protection period starts on the first day of the month after the employee has received written notification of potential redundancy.

- 19.6. The level of the mobility allowance (the number of months of gross salary) can never exceed the number of months remaining until the employee reaches statutory pension age.
- 19.7. An employee who indicates a willingness to leave the UT by terminating his full-time permanent employment contract during the employment protection period, thereby preventing compulsory redundancy for another employee to whom the Continuous Redundancy Plan applies, will be eligible for a mobility allowance as referred to in this article providing that the employer is reasonably able to agree to the request for termination. Also in this case, the mobility allowance will be awarded on the condition that the redundancy does not result in any benefit payment obligations (WW, BWNU or ZANU) or any obligation on the part of the University of Twente to pay a transitional allowance or redundancy payment. In the event that the employee does generate benefit payment obligations, the employee will be obliged to repay the mobility allowance in full.
- 19.8. If the employee, including the employee as referred to in Article 19.7 (replacements) of the Continuous Redundancy Plan, is re-employed at the UT within a period of three years after the date of termination of his contract of employment, there will be an obligation to repay the allowance received.
- 19.9. This provision does not apply to employees who have reached statutory pension age.

Article 20: Interuniversity mobility

If an employee facing redundancy wishes to transfer to a different Dutch university and the 'BWNU agreements' are creating an impediment to prevent this, the Executive Board will, where reasonably possible, reach agreement with the university concerned to remove this impediment. This provision does not apply to employees who have reached statutory pension age.

Article 21: Academic association with the UT following redundancy

Following termination of an employee's employment contract, the ICT account will be blocked after a period of 30 days (support staff) or one year (academic staff). This period can be extended with the approval of the administrator.

Article 22: Psychosocial guidance

Via the UT, the employee is entitled to make use of psychosocial guidance or occupational welfare assistance. Any costs arising with regard to the employee's healthcare insurance excess (compulsory/voluntary) will remain payable by the employee.

This provision does not apply to employees who have reached statutory pension age.

Article 23: Frontier workers

In relevant cases, the employer will take responsibility for implementing the scheme described in Article 11 of the BWNU.

ARTICLE 5 FINAL PROVISIONS

Article 24: Ad-Hoc Advisory Committee on Social Support

- 24.1. In all cases in which the application of the above agreements results in a complaint from the employee, the employee can turn to the Executive Board. The Executive Board will elicit the advice of the Ad-Hoc Advisory Committee on Social Support. The Executive Board will make a decision based on the advice.
- 24.2. The Ad-Hoc Advisory Committee on Social Support will be convened as soon as a complaint emerges as referred to in Article 24.1 of this Continuous Redundancy Plan. In order to handle this complaint, the committee will be convened from three members of the University of Twente Complaints Committee who have made themselves available for this purpose. Members will be appointed based on joint nominations from the Executive Board and the OPUT.
- 24.3. The Advisory Committee on Social Support will not issue advice before having heard both parties.
- 24.4. The OPUT will receive an anonymous report notifying it of the Executive Board' decisions.

Article 25: Final provisions

- 25.1. The Executive Board is entitled to depart – while also providing reasons – from the provisions of the Continuous Redundancy Plan in the employee's favour.
- 25.2. In cases where the full application of the rules of the Continuous Redundancy Plan would result in clearly unintended and unfavourable consequences for an individual employee, efforts will be made to reach an individually-tailored solution in consultation with the employee concerned.

SIGNATURE

Agreed on 1 December 2022,

Representing the University of Twente,
M. Roos,
Chair of Local Consultation Body
Vice-President of the Executive Board

Representing the employees' organisations,

A. Charifi
District Director sector WO&O AOb

R. Barendse
Labour conditions negotiator, AC/FBZ

M.A.H. van Gessel
Advisor CNV Overheid, part of van CNV Connectief

T. Schrijver
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