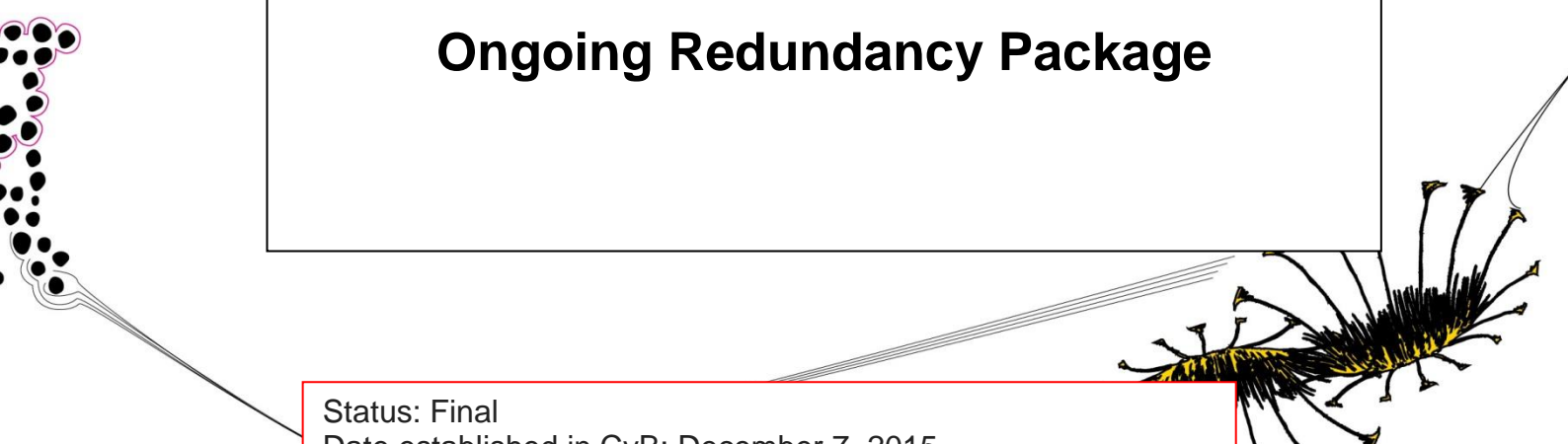




Ongoing Redundancy Package



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Preamble

This Ongoing Redundancy Package is intended to limit, as far as possible, the adverse effects of changes in the organisation of the University of Twente for employees, in terms of employment opportunities, legal position and employment conditions. The basic principle in the Ongoing Redundancy Package is that both employer and employee will make every effort to keep compulsory redundancies to a minimum.

Firstly, the Executive Board has voiced the express intention to make efforts over the coming years with a preventive approach and an active employment opportunity policy in order to prevent friction within the organisation and to retain employees for the organisation. In order to achieve this, investment is being made in strategic staff planning, in the alternative organisational design of the redeployment committee and in job-to-job guidance. The labour union at the UT (OPUT) will also take a progressive position by providing the Executive Board with ideas and input on these policy matters.

Secondly, the Executive Board expects employees to take a progressive and enterprising position towards upholding and improving their own value on the employment market (employability and sustainability). The University of Twente is investing in a climate in which employees are stimulated and challenged to use and develop their qualities and talents to the best of their ability. To this end, the organisation offers employees the preconditions and facilities to promote their long-term employability. This relies on employees' own initiative with regard to their career, and on their flexibility and mobility.

The period of operation of this Ongoing Redundancy Package is until 1 July 2016. The reason for the chosen period of operation is down to the term of the Collective Labour Agreement for the Dutch Universities 2015-2016.

LIST OF TERMS

Guidance plan	a description of the individual circumstances of the employee, the wishes and opportunities of the employee and the agreements that were made with regard to employability
Manager	the person that according to the managerial and administrative regulations of the UT is in charge of the management of a unit
CLA NU	the Collective Labour Agreement for the Dutch Universities 2015-2016
Executive Board	Executive Board of the University of Twente
Employment contract	appointment at the University of Twente
Employability	<p>an employee subject to potential dismissal in connection with an organisational change or reorganisation shall, pursuant to Article 9.14 of the CLA NU, at the initiative of the employer or at the employee's request, be eligible for one or more provisions adapted to his or her personal situation, such as:</p> <ul style="list-style-type: none">• retraining and/or refresher courses, aimed at both broadening the opportunities for redeployment and improving the chances on the external employment market<ul style="list-style-type: none">• outplacement• other provisions that improve the prospect of a suitable position
Year-end bonus	as referred to in Article 3.4 CLA NU
Position	as referred to in Article 1.1(y) CLA NU
Appropriate position	a position that is, admittedly, not suitable, but which has the approval of the employee and manager
Redeployment study	the efforts by the Redeployment Committee which are aimed at finding a suitable position for the employee whose position has been removed or whose job has ceased to exist
Redeployment Committee	committee appointed by the Board of Directors, which is charged with the implementation of the redeployment study. The procedures of this committee are described in the document "Werkwijze Herplaatsingscommissie"
Placement candidate	any employee who has been informed of his potential dismissal owing to an organisational change or a reorganisation and has reported to the Redeployment Committee

Local consultation	the consultation, as referred to in Article 1.1(n) CLA NU, between the Executive Board and the OPUT
Potential dismissal	the employee is subject to potential dismissal, if he has received written notification of the same. The written notification concerns the manager's intention to remove the position or to declare that there is surplus staff and stating that the employee is subject to potential dismissal
OPUT	the joint employee organisations as referred to in Article 1.1(g) CLA NU, which take part in the local consultation
Organisational unit	(part of) the faculty, the research institute or the department referred to in the management and administrative regulations
Organisational change	change in the organisation of an organisational unit of the UT, not being a reorganisation under Article 9.1 CLA NU, which leads to the removal of the position or the expiry of the job of one or several employees, with the exception of those changes in respect of which it is determined beforehand that they will be of a temporary nature
Suitable position	as referred to in Article 9.12a CLA NU, where a position with a grade no more than two salary scales lower can still be regarded as suitable
Reorganisation	as referred to in Article 9.1 CLA NU
Salary	the gross salary as referred to in Article 1.1(q) CLA NU
Allowances	the allowances as referred to in Articles 3.13(2), 3.14, 3.16, 3.25 and 3.27 CLA NU
Interchangeable positions	as referred to in Article 13 of the Redundancy Regulations; reasonableness entails that in determining the interchangeability of positions a certain transfer period (i.e. a normal induction period and/or small amount of retraining required to settle the employee into the other position) is factored in. The basic principle is that an employee must be almost immediately employable in the other – interchangeable – position. If the transfer period is too long to be reasonable, the positions are not interchangeable
UT	University of Twente
Holiday allowance	as referred to in Article 3.12 CLA NU
Full time employment	hours of work as referred to in Article 1.1(p) CLA NU
Employer	the Executive Board of the University of Twente

Employee

anyone who has an employment contract with the University of Twente and is covered by the provisions of Article 2 of the Ongoing Redundancy Package

1 General

Article 1: Period of operation

- 1.1. The Ongoing Redundancy Package will come into effect the day after it has been signed, and shall run until 1 July 2016. The Ongoing Redundancy Package shall cease by operation of law on 1 July 2016. No more than two months prior to the end of the term, the Executive Board and OPUT will evaluate the Ongoing Redundancy Package in the local consultation. Included in this evaluation will be the discussion of a possible extension to the period of operation. The decision to extend the Ongoing Redundancy Package will be taken in the local consultation.
- 1.2. If during the period of operation changes to the law or regulations or unforeseen circumstances give cause to do so, the Executive Board and OPUT will hold consultation on a change to the Ongoing Redundancy Package, in the local consultation. If in the local consultation no agreement is reached on a change, both the Executive Board and the OPUT can terminate the Ongoing Redundancy Package prematurely. In the event of premature termination, any agreements already made with individual employees at that point shall be upheld on the basis of the Ongoing Redundancy Package.

Article 2: Scope

- 2.1. The Ongoing Redundancy Package shall apply to any employee whose position is removed as a result of an organisational change or a reorganisation and any employee who is declared surplus, or is otherwise subject to the legal status consequences of an organisational change or a reorganisation (following from the substantiation of an organisational change or the established reorganisation plan) and who
 - has an employment contract for an indefinite period of time or
 - has a temporary employment contract and who after written notification of his potential dismissal still has at least 13 months left of the employment contract.

An exception to the foregoing applies in respect of Article 19.7 of the Ongoing Redundancy Package.

The Ongoing Redundancy Package shall not apply if for reasons other than organisational change or reorganisation the employment of an employee is terminated (for example owing to a lack of skills or lack of suitability, disciplinary measures, after two years of being unfit for work or upon retirement).

- 2.2. Where duties are outsourced that affect (the) employee(s) referred to in Article 2.1 of the Ongoing Redundancy Package, suitable measures will be agreed and laid down in the local consultation, depending on the nature of the outsourcing and the circumstances. These measures shall take the place of this Ongoing Redundancy Package.

Article 3: Other provisions

- 3.1. In the event of a reorganisation as referred to in Article 9.1 CLA NU this Ongoing Redundancy Package must be regarded as a supplement to the Social Policy Framework as set out in Chapter 9, Section 2 CLA NU.
- 3.2. Where reference is made in this Ongoing Redundancy Package to articles from Chapter 9 CLA NU, these provisions shall also be applied in the event of an organisational change, unless expressly provided otherwise.
- 3.3. Anywhere where the male form is used in the Ongoing Redundancy Package, the female form is also implied.

- 3.4. If terms that appear in the Ongoing Redundancy Package also appear in the CLA NU, these shall have the same meaning as in the CLA NU.
- 3.5. All the amounts quoted in the Ongoing Redundancy Package are gross amounts, unless expressly stated otherwise. The employer shall make the deductions required by law.

2 Removal of position, surplus staff

Article 4: Permanent position and removal of position

- 4.1. A position is considered permanent if it is retained, or changes only slightly. A position is considered to change only slightly if somebody in that position can continue to fulfil the position with a small amount of retraining (no more than a few weeks).
- 4.2. If a position is considered permanent, the employee concerned will continue to fulfil his position. The only possible departure from this is where there is surplus staff as referred to in Article 5 of the Ongoing Redundancy Package.
- 4.3. If a position is not considered permanent, as referred to in Articles 4.1 and 4.2, the term used is removal of the position. One talks of removal of a position if the duties assigned to the employee for which he is actually responsible disappear to a large extent or have disappeared within the employee's organisational unit as a consequence of an organisational change or a reorganisation. This can only be the case if the removal is based on the substantiation of the organisational change or the established reorganisation plan. One also talks of removal of a position when the assigned duties are broken up and included in other positions as a result of an organisational change or a reorganisation. This can only be the case if the removal is based on the substantiation of the organisational change or the established reorganisation plan.

Article 5: Surplus staff

- 5.1. The term surplus staff is used if, as a result of an organisational change or a reorganisation, there is or will be a quantitative discrepancy between the number of available employees and the number of available jobs within a category of interchangeable positions in the organisational unit; that means that there are more employees than there are jobs available within a category of interchangeable positions in the organisational unit. This can only be the case if the surplus staff is based on the substantiation of the organisational change or the established reorganisation plan.
- 5.2. The reference date for surplus staff for the determination of the number of full service years, calculated from the commencement date with UT, is determined for each organisational change or reorganisation by the manager, and in the case of a reorganisation shall be no later than the date the reorganisation plan is established, and in the case of an organisational change no later than the date of the decision to remove the position or declare staff surplus. If more than six months elapse between two employment contracts at UT, then it will be assumed that the employee has found new employment and the term of the employment contract will be calculated from the start date of the latest appointment.
- 5.3. In order to determine the surplus of employees the following sequence is used, as provided in Article 9.9 CLA NU. In the case of a reorganisation the Executive Board may adopt a different sequence pursuant to Article 9.10 CLA NU, in consultation with the OPUT in the local consultation.

- 5.4. If the employer makes a reasonable case that an employee has such specialist knowledge or skills that his dismissal could be too detrimental to the functioning of the organisational unit, the employer can deviate from the aforementioned sequence, giving reasons.

3 Redeployment study and employment protection term

Article 6: Redeployment study

- 6.1. A redeployment study will take place during a period as referred to in Article 9.12, opening paragraph, CLA NU.
- 6.2. During the period referred to in Article 6.1 of the Ongoing Redundancy Package the employee subject to potential dismissal shall have the status of “placement candidate”. This means that he has priority status for all vacancies that arise within the UT. This means that if the Redeployment Committee finds that the vacant position is a suitable position for the placement candidate, the placement candidate will be appointed to this position.
- 6.3. Any placement candidate that, within the period of the employment protection term or the period of notice, reaches state pensionable age, will retain his employment until that date. No redeployment study will take place if he that is his wish. The same applies to any placement candidate that has given notice in writing within the aforementioned period that he will be taking advantage of the ABP old age pension (ABP Keuzepensioen).
- 6.4. The redeployment study will be carried out under the responsibility of the University of Twente Redeployment Committee.
- 6.5. The Redeployment Committee is authorised to appoint an employee to a suitable position with the UT.
- 6.6. If, in the opinion of the employer, the employee renders insufficient cooperation with regard to his own employability, the sanction set out in Article 9.14(3) CLA NU shall apply. In the case of a reorganisation, the sanction set out in Article 9.14(4) CLA NU shall also apply.
- 6.7. If redeployment is to a position with a lower maximum salary, Article 3.6 CLA NU shall apply. Once an employee subject to potential dismissal is redeployed to a position that is valued at a lower salary scale than his original position, both the employer and employee have an obligation to make an effort to get the employee placed in a position valued at his original salary scale.
- 6.8. Should the same position be suitable for several employees, the first candidates for dismissal are the employees with the shortest employment history, as set out in Article 9.9(a) CLA NU.
- 6.9. If there is a vacant position about which the Redeployment Committee has doubts or the placement candidate can make the position his own within a year, whether or not by means of retraining and/or refresher courses, the redeployment committee will proceed with the trial placement of the candidate for a maximum period of 12 months. During the trial placement the employee is entitled to the training necessary to enable him to fulfil the new position. A trial placement means that the employment protection term will be extended by the duration of the duties, taking into account the number of hours during which that this temporary work is done. This extension will be for a

maximum of 12 months. Arrangements regarding the trial placement will be laid down in writing. During the period of trial placement the employee does not need to be exempted for at least 20% of the working hours per week from performing duties for job application activities as referred to in Article 11.2 of this Ongoing Redundancy Package.

- 6.10. The responsibility and staff care for the placement candidate rests with the manager until (trial) placement within another faculty or department within the UT or elsewhere is effected, or employment is terminated.
- 6.11. The procedures of the Redeployment Committee are described in the document "Werkwijze Herplaatsingscommissie". Depending on circumstances, its procedures may vary.
- 6.12. As regards employability you are referred to Article 9.14(5) CLA NU and Article 10(4) BWNU 2014.

Article 7: Employment protection term

In accordance with the provisions of Article 9.11(1) CLA NU the Executive Board shall not, during the 10-month employment protection term, terminate the employment of an employee who is subject to potential dismissal owing to an organisational change or a reorganisation. The employment protection term shall commence on the first day of the month following the month in which the employee receives written notification of his potential dismissal. Between the date on which the employee receives written notification of his potential dismissal and the date on which the position is removed, or, in the case of surplus staff, the job ceases to exist, there shall be a maximum term of 3 months. If the term of 3 months is exceeded, the employment protection term shall be extended by the duration of the exceedance. If the employee subject to potential dismissal cannot be redeployed or placed in a suitable or appropriate position within the UT, (compulsory) redundancy will follow.

4 Basic principles and facilities

Article 8: Basic principles

- 8.1. The employer and the employee will make every effort to keep compulsory redundancies to a minimum.
- 8.2. The employer shall provide the best possible support to any employee who is subject to potential dismissal when securing a suitable or appropriate position within or outside the UT.
- 8.3. The employee subject to potential dismissal shall make proper efforts with regard his own employability and to avoid unemployment.
- 8.4. Furthermore, the basis principles set out in Article 9.8 CLA NU shall apply.

Article 9: Costs of retraining and/or refresher courses

The costs of retraining and/or refresher courses, aimed at both expanding the opportunities for redeployment and improving the chances on the external employment market shall be reasonably borne by the organisational unit, provided the prospect of a suitable position, internally or externally, is increased. Reasons must be given for a decision of (partial) rejection.

Arrangements regarding retraining and/or refresher courses will be laid down in writing. Article 9.14(1) CLA NU shall apply, even in the event of an organisational change.

Article 10: Decreasing allowance(s)

On redeployment or placement of an employee in a position other than the original one, the manager shall decrease the allowance(s) that were attached to the original position, in accordance with the decreasing allowance scheme set out in Article 3.26(2) CLA NU. Any allowance(s) attached to the position to which the employee is redeployed or in which he is placed shall be deducted from the original allowance(s).

Article 11: Career guidance

11.1. Within four weeks of the employee having received written notification of his potential dismissal, the manager shall draw up a written guidance plan and present this to the employee for signing. If this period is not observed, for reasons not attributable to the employee, the employment protection term set out in Article 7 of this Ongoing Redundancy Package will be extended by the duration of the delay, i.e. the length of time from the four-week period up to the moment that the guidance plan is drawn up in writing by the manager and presented to the employee for signing.

11.2. The guidance plan shall set out the wishes and opportunities of the employee subject to potential dismissal, with regard to a different position within or outside the UT. In the plan, attention may be given to the following, for example:

- partial exemption from performing duties for the purpose of job application activities (at least 20% of the working hours per week);
- career advice and training;
- retraining and/or refresher courses;
- outplacement facilities;
- facilities relating to job application training;
- other measures taken, which may facilitate redeployment within or outside the UT;
- assistance with self-employment;
- pointing out vacancies outside the UT;
- job application activities of the employee (including registering with recruitment and employment agencies);
- use of (other) facilities from the Ongoing Redundancy Package.

Article 12: Employment agency and financial advice

12.1. For guidance and for the purposes of career advice for the employee subject to potential dismissal the UT shall, if necessary, engage the services of an employment agency. The costs of an employment agency, aimed at improving the employee's chances on the external employment market, shall be reasonably borne by the employer, provided the prospect of a suitable position is increased.

12.2. Any employee subject to potential dismissal can obtain financial advice about his income position after leaving, from the UT. For this purpose the UT shall, if necessary, engage the services of a consulting bureau. The costs of a consulting bureau shall be reasonably borne by the employer.

Article 13: Secondment, temporary work, temporary vacancy and aspects of position

13.1 Any employee subject to potential dismissal can, with his permission, be seconded by the employer to another employer, with retention of his legal position and employment conditions. The secondment means that the employment protection term will be extended by the duration of the duties, taking into account the number of hours that this temporary work is done. This extension will be for a maximum of 12 months. During the

period of secondment the employee does not need to be exempted for at least 20% of the working hours per week from performing duties as referred to in Article 11.2 of this Ongoing Redundancy Package.

- 13.2 If an employee subject to potential dismissal is assigned to do different work from usual, the employment protection term will not be extended. However, the employee will retain the right to minimum exemption from the performance of duties for 20% of the working hours per week for job application activities. The duties to be performed may not reasonably hamper the employee's redeployment efforts.
- 13.3 If the employee subject to potential dismissal is placed in a temporary vacancy, the employment protection term will be extended by the duration of the duties, taking into account the number of hours that this temporary work is done. This extension will be for a maximum of 12 months. A temporary vacancy is temporary position that has come free and will be refilled, for the duration of at least 6 and a maximum of 12 months, in which the employee is placed by the Redeployment Committee. During the period of placement in a temporary vacancy the employee does not need to be exempted for at least 20% of the working hours per week from performing duties as referred to in Article 11.2 of this Ongoing Redundancy Package.
- 13.4 By mutual agreement between the employer and the employee subject to potential dismissal, it can be agreed that the employee will continue to perform aspects of his position throughout the remaining term of his employment, after the three-month term set out in Article 7 of this Ongoing Redundancy Package. However, the employee will retain the right to minimum exemption from the performance of duties for 20% of the working hours per week for job application activities. The duties to be performed may not reasonably hamper the employee's redeployment efforts.

Article 14: Study expenses

- 14.1. Any employee who, at the expense of the UT, pursues a course of study by order of the UT or at his own request, but who has not yet completed the course after compulsory redundancy, may complete the course at UT's expense.
- 14.2. The obligation to reimburse study expenses for a course at one's own request may only arise if this obligation is laid down in the decision on the request and the circumstances described in this decision arise.

Article 15: Relocation expenses

- 15.1. Any employee who is made compulsorily redundant has no obligation to reimburse any relocation expenses he may have received.
- 15.2. Based on the prevailing compensation scheme for relocation expenses at the UT the manager will award the employee subject to potential dismissal compensation for relocation expenses if the employee, by accepting a position outside the UT, reasonably decides to relocate and therefore becomes eligible to claim unemployment benefit (WW-uitkering).
- 15.3. The compensation for relocation expenses is given after deducting claims to compensation for relocation expenses from third parties. The tax consequences of this compensation shall be borne by the employee.
- 15.4. This article shall not apply to any employee who makes a claim to compensation of relocation expenses under the BWNU.

Article 16: Compensation scheme

- 16.1. If an employee subject to potential dismissal finds a job in the Netherlands outside the UT during the employment protection term as set out in Article 7 of the Ongoing Redundancy Package, which is lower paid than his job at the UT and he tenders his resignation as referred to in Article 8.5 CLA NU for his full appointment, he will receive a supplement to his salary for a year after the resignation date. During the first six months the supplement will be up to 75% of the difference between the most recently earned UT salary, with the salary difference being calculated on the basis of the difference in the case of full employment. In the next six months the difference between the most recent UT salary and the current salary shall be compensated at 50%.
- 16.2. The compensation scheme referred to in this article shall not apply to any employee claiming wage supplementation as referred to in the BWNU.

Article 17: Facilities for self-employment

- 17.1. If an employee subject to potential dismissal plans to start up as a self-employed businessman, a customised solution can be sought. Elements that may be included in the discussion are:
- Testing entrepreneurial capabilities;
 - Help with setting up a business plan;
 - Order(s) from the UT to the employee within the prevailing statutory/tax limits;
 - Three-month notice period or shorter, at the employee's request;
 - Start-up bonus for self-employment.
- 17.2. Arrangements for facilities for self-employment shall be laid down in writing in an agreement, in which it is also mentioned that the employee is waiving his claim to unemployment or BWNU benefit, to the compensation scheme as set out in Article 16 of the Ongoing Redundancy Package and to wage supplementation under the BNWU.
- 17.3. The start-up bonus for self-employment may apply for an employee subject to potential dismissal who, during the employment protection term referred to in Article 7 of the Ongoing Redundancy Package, tenders his resignation as referred to in Article 8.5 CLA NU for his full appointment, with a three-month notice period (or shorter, at the employee's request) and therefore avoids compulsory redundancy for himself and starts up as a self-employed businessman.
The start-up bonus is awarded on condition that his resignation does not result in the University of Twente becoming liable for any benefit payments (WW, BWNU or ZANU).
If the UT does become liable for benefit payments, the employee is obliged to reimburse the start-up bonus in full.
- 17.4. The employee shall tender his resignation in writing, signed, to the manager. As a result of his resignation the employee is not entitled to benefit under the Unemployment Act (WW), nor to benefit under the Unemployment Scheme of the Dutch Universities Exceeding the Statutory Minimum (BWNU). To the extent that the aforementioned entitlement might exist, the employee states that he shall not take advantage of this entitlement and shall not apply for any benefit under the Unemployment Act (WW) or under the Unemployment Scheme of the Dutch Universities Exceeding the Statutory Minimum (BWNU).

- 17.5. The start-up bonus for self-employment is, according to the table below, a percentage of the WW and BWNU claims on the date of termination of the appointment. The reference date for determining the percentage is the month in which the manager has received the employee's written resignation.

Start-up bonus for self-employment

Month of employment protection term + notice period, in which the resignation is received	Percentage of WW and BWNU claims
0-6 th month	30%
7 th -8 th month	25%
9 th -10 th month	20%
11 th -13 th month	15%
As of 13 th month	0%

- 17.6. The level of the start-up bonus for self-employment must never exceed the salary of the employee up to state pensionable age
- 17.7. The amount including VAT for orders from the UT to the employee shall be deducted from the start-up bonus.
- 17.8. If the employee, within a three-year period from the date of termination of employment, takes up employment with the UT again, he is obliged to reimburse the start-up bonus for self-employment that he has received.
- 17.9. The start-up bonus for self-employment referred to in this article shall not apply to any employee who claims the mobility bonus referred to in Article 19 of the Ongoing Redundancy Package.

Article 18: Long service

Any employee who has been made compulsorily redundant shall be entitled to a proportional gross long-service bonus, provided he meets the criteria set out in the UT Long Service Scheme. The UT Long Service Scheme shall apply.

Article 19: Mobility bonus

- 19.1. Any employee subject to potential dismissal who, during the employment protection term referred to in Article 7 of the Ongoing Redundancy Package, tenders his resignation as referred to in Article 8.5 CLA NU for his full appointment and therefore avoids compulsory redundancy for himself, can claim a mobility bonus (corresponding to the mobility bonus referred to in the CLA NU). The mobility bonus is awarded on condition that this resignation does not result in the University of Twente becoming liable for any benefit payments (WW, BNWU or ZANU).
If the UT does become liable for benefit payments, the employee is obliged to reimburse the mobility bonus in full.
- 19.2. The employee shall tender his resignation in writing, signed, to the manager. The employment contract shall end on the first day of the calendar month following the date that the resignation is received. As a result of his resignation the employee is not entitled to benefit under the Unemployment Act (WW), nor to benefit under the Unemployment Scheme of the Dutch Universities Exceeding the Statutory Minimum (BWNU). To the extent that the aforementioned entitlement might exist, the employee states that he shall not take advantage of this entitlement and shall not apply for any benefit under the Unemployment Act (WW) or under the Unemployment Scheme of the Dutch Universities

Exceeding the Statutory Minimum (BWNU).

- 19.3. The mobility bonus is calculated in accordance with the table included in Appendix K of the CLA NU.
- 19.4. The mobility bonus is expressed in number of gross monthly salaries, exclusive of holiday allowance and year-end bonus. Where the employee is in part-time employment, the part-time gross monthly salary shall apply.
- 19.5. The reference date for determining the number of years' service at the UT calculated from the date of commencement of employment, is the month in which the employee tenders his written resignation.

The level of the bonus is, on the one hand, dependent on the number of full years' service that the employee has accrued at the moment of his resignation. If more than six months elapse between two employment contracts at UT, then it will be assumed that the employee has found new employment and the term of the employment contract will be calculated from the start date of the latest appointment.

The level of the bonus is, on the other hand, dependent on the month of the employment protection term (10 months) + the notice period (maximum 3 months) in which the manager receives the written resignation from the employee. The employment protection term shall commence on the first day of the month following the month in which the employee receives written notification of his potential dismissal.

- 19.6. The level of the mobility bonus (the number of months' gross salary) can never exceed the number of months remaining until the employee reaches state pensionable age.
- 19.7. Any employee who tells the UT, during the employment protection term of an employee subject to potential dismissal, that he wishes to resign his full appointment indefinitely and therefore prevents compulsory redundancy for another employee who is subject to the Ongoing Redundancy Package, shall be eligible for a mobility bonus as referred to in this article, provided the employer can reasonably agree to the resignation. In that instance, too, the mobility bonus is awarded on condition that the resignation does not result in the University of Twente becoming liable for any benefit payments (WW, BWNU or ZANU). If the UT does become liable for benefit payments, the employee is obliged to reimburse the mobility bonus in full.
- 19.8. If the employee, including the employee referred to in Article 19.7 of the Ongoing Redundancy Package, within a three-year period from the date of termination of employment, takes up employment with the UT again, he is obliged to reimburse the bonus that he has received.
- 19.9. The mobility bonus referred to in this article shall not apply to any employee claiming the start-up bonus for self-employment as referred to in Article 17 of the Ongoing Redundancy Package.

Article 20: Inter-university mobility

If an employee subject to potential dismissal wishes to transfer to another Dutch university and the "BWNU claims" constitute an impediment to this, the Executive Board, if reasonably possible, will make arrangements with the university concerned, in order to prevent this impediment.

Article 21: Academic affiliation with the UT after termination of employment

After termination of the employment of an employee, the ICT account will be blocked after 30 days (support and management staff [OBP]) or after a year (academic staff [WP]). This term may be extended with the agreement of the manager.

Article 22: Socio-psychological counselling

The employee may take advantage of socio-psychological or social assistance, via the UT's Occupational Health Service. Costs arising from this in relation to the (compulsory/voluntary) excess for employee's healthcare insurance shall continue to be borne by the employee.

Article 23: Cross-border workers

The employer shall, where applicable, ensure compliance with the scheme set out in Article 12 BNWU.

Article 24: Transition payment

The transition payment under Article 7:673 et seq. of the Dutch Civil Code does not, at the time of the signing of this Ongoing Redundancy Package, apply to the UT. Should the transition payment become applicable to the UT during the period of operation of this Ongoing Redundancy Package, then the Executive Board and OPUT will make arrangements at that time as to which facilities and payments provided in the context of this Ongoing Redundancy Package shall be deducted from any transition payment owed.

5 Final provisions

Article 25: Social Counselling Advisory Committee

- 25.1. In all cases in which the application of the above arrangements leads to a complaint from the employee, the employee can turn to the Executive Board. The Executive Board shall seek advice from the Social Counselling Advisory Committee. Based on that advice, the Executive Board will make a decision.
- 25.2. The Social Counselling Advisory Committee consists of three members. The Executive Board appoints the members: one member on the proposal of the OPUT, one member on the proposal of the Executive Board and an independent chairman on the proposal of both members of the committee.
- 25.3. The chairman of the Social Counselling Advisory Committee cannot also be an employee of the UT.
- 25.4. The Social Counselling Advisory Committee will not advise until it has heard both parties.
- 25.5. The OPUT will be informed anonymously of the decisions of The Executive Board.

Article 26: Transitional provision

For employees who are already covered by another Redundancy Package when this Ongoing Redundancy Package comes into effect, the provisions of that Redundancy Package shall remain in force. This Ongoing Redundancy Package shall not apply to employees who, when this Ongoing Redundancy Package comes into effect, are already subject to potential dismissal owing to an organisational change.

Article 27: Final provisions

- 27.1. The Executive Board can, stating reasons, deviate from the provisions of the Ongoing Redundancy Package if this has positive implications for the employee.
- 27.2. Where full implementation of the rules of the Ongoing Redundancy Package for an individual employee would lead to manifestly unintended and unfair consequences, an individual customised solution will be sought in consultation with the person concerned.

Signature

Agreed on 14 January 2016,

On behalf of the University of Twente,

Dr. W.D. Bult-Spiering,
Chairman of Local Consultation
Vice-Chairman of the Executive Board

On behalf of the employee organisations,

J.H.M. Klerks LL.M.
FBZ employment conditions negotiator

M. Schuurman,
Director of FNV

A. Charifi LL.M,
VAWO Adviser

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

The Dutch text of this regulation is binding. In case of a difference of interpretation, this translation cannot be used for legal purposes.