

CONTINUOUS SCHEME IN CASE OF REDUNDANCY

Valid from 1 January 2025 up to and including 31 December 2027

UNIVERSITY OF TWENTE.



COLOPHON

APPLICABLE FROM / UP TO AND INCLUDING

1 January 2025 up to and including 31 December 2027

REFERENCE

EB OUT - 6543 / LO-2024-1076 and LO-2024-1087

STATUS

Final

DATE AGREEMENT IN LOCAL CONSULTATION BODY

21 November 2024

DATE ADOPTED BY EXECUTIVE BOARD

2 December 2024

WEBSITE

www.utwente.nl/personeelshandboek

CONTENTS

PREAMBLE	4
KEY TERMS	5
1. GENERAL.....	8
Article 1: Effective period	8
Article 2: Scope of application	8
Article 3: Other provisions	9
2. CONTINUATION OF POSITION AND TERMINATION OF JOB	9
Article 4: Continuation of position and termination of job	9
3. REASSIGNMENT SEARCH, EMPLOYMENT PROTECTION PERIOD AND SALARY SCALE GUARANTEE	10
Article 5: Reassignment search, exemption from work and trial placement.....	10
Article 6: Employment protection period	11
Article 7: Salary in the case of reassignment to a position one salary scale lower	11
4. BASIC PRINCIPLES AND FACILITIES	12
Article 8: Basic principles.....	12
Article 9: Costs of refresher training, additional training or retraining	12
Article 10: Phasing out of allowance(s)	12
Article 11: Career guidance	12
Article 12: Recruitment agencies, financial advice and legal advice	13
Article 13: Secondment, temporary work and temporary vacancy	13
Article 14: Study costs	14
Article 15: Relocation costs	14
Article 16: Compensation scheme.....	14
Article 17: Long-service jubilee.....	15
Article 18: Mobility allowance	15
Article 19: Interuniversity mobility	16
Article 20: Psychosocial guidance	17
Article 21: Frontier workers.....	17
5. FINAL PROVISIONS	17
Article 22: Ad-Hoc Advisory Committee on Social Support.....	17
Article 23: Final provisions.....	17
SIGNATURE.....	18
Appendix: Indication of timelines for the reassignment candidate	19

PREAMBLE

With effect from 1 January 2025, this Continuous scheme in case of redundancy will apply to University of Twente employees in the event of organisational changes.

This Continuous scheme in case of redundancy aims as far as possible to minimise the negative impact of organisational changes on employees' employment, legal status and terms of employment. The plan contains frameworks and facilities to ensure that employees are treated with care when their position is to be terminated.

Article 9.1 of the Collective Labour Agreement for Dutch Universities (CLA-NU) provides frameworks for social policy in the event of reorganisations. With the agreement of the employee organisations, the University of Twente has decided to adopt a continuous scheme in case of redundancy that applies not only to reorganisations but also other organisational changes. This means that the social policy framework stipulated in the CLA-NU will also apply to organisational changes that do not qualify as reorganisations as defined in the CLA-NU. Examples of this include the application of the employment protection period and the exemption from work specified in the CLA-NU. The University of Twente believes that, for employees whose job is being discontinued, it should make no difference whether this is happening as part of a large reorganisation or a smaller organisational change.

Both the University of Twente itself and the employee facing potential redundancy will make utmost efforts to prevent compulsory redundancy. This plan aims to strike a balance in terms of sharing responsibility between the employer and the employee. On the one hand, the University of Twente has a duty to provide support and guidance to employees whose position has been discontinued and facilitate them in finding a new position. The University of Twente will also make every effort to avoid compulsory redundancy and support the employee facing potential redundancy in finding a suitable position within or outside the University. On the other hand, the employee concerned also has a duty to cooperate and actively contribute to this process.

NB: The translation of this document in English is meant as a service to non-Dutch speaking employees of the UT. However, in case of a difference of interpretation, this translation cannot be used for legal purposes. In those cases the Dutch text is binding.

KEY TERMS

Administrative unit	as referred to in the UT Administrative and Management Regulations, namely the faculties and the central service departments
Administrator	the person tasked with managing a unit in accordance with the UT Administrative and Management Regulations
Allowances	the allowances referred to in Articles 3.12, paragraph 2, 3.13, 3.15, 3.24 and 3.26 of the CLA-NU
CLA-NU	the Collective Labour Agreement for Dutch Universities
Employability	<p>in accordance with Article 9.14 of the CLA-NU, an employee facing potential redundancy in the context of 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 their 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
Employee	the person with an employment contract with the University of Twente who falls within the scope of Article 2 of the Continuous scheme in case of redundancy
Employee assigned to an equivalent position	<p>an employee assigned to an equivalent position with minimum or no changes elsewhere in the new organisation as a result of a reorganisation or organisational change</p>
Employer	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 CLA-NU
End-of-year bonus	as referred to in Article 3.4 of the CLA-NU
Executive Board	the Executive Board of the University of Twente
Full-time employment:	employment as defined in Article 1.1, paragraph 1(l) of the CLA-NU
Guidance plan	a description of the employee's individual situation, their wishes

and possibilities and the agreements made in relation to employability

Holiday allowance	as defined in Article 3.11 of the CLA-NU
Interchangeable positions	as referred to in Article 13 of the Redundancy Scheme (Dutch law: <i>Ontslagregeling</i>)
Local consultation	the consultation, as referred to in Article 1.1, paragraph 1(j) of the CLA-NU, between the Executive Board and the OPUT
OPUT	the joint employee participation bodies at UT, as defined in Article 1.1, paragraph 1(d) of the CLA-NU, who participate in the local consultation
Organisational change	<p>change in the organisation of an organisational unit, that is not a reorganisation as referred to in Article 9.1 of the CLA-NU, which will result in the termination of one or more positions as referred to in Article 7:669, paragraph 3(a) of the Dutch Civil Code (<i>BW</i>) and the Redundancy Scheme (<i>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 outsetc) 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>
Organisational unit	(part of) the administrative unit
Position	as defined in Article 1.1, paragraph 1(s) of the CLA-NU
Potential dismissal	an employee is facing potential redundancy (there is a situation of potential dismissal) if the employee has received written notification concerning the termination of their position, placing it at risk of dismissal
Reassignment candidate	an employee notified of the potential dismissal because of an organisational change or reorganisation and registered with the Reassignment Committee
Reassignment Committee	committee set up by the Executive Board and charged with performing the reassignment search. The committee's working procedure has been described in the document " Reassignment Committee Procedure " (" Werkwijze Herplaatsingscommissie ")

Reassignment search	the efforts made by the Reassignment Committee focused on identifying a suitable position for an employee whose job is to be terminated
Reorganisation	as defined in Article 9.1 of the CLA-NU
Replacement	an employee as defined in Article 18.8 of this Continuous scheme in case of redundancy who, by terminating their 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 18.8
Salary	the gross salary as defined in Article 1.1, paragraph 1(m) of the CLA-NU
Suitable position	as referred to in Article 9.12 of the CLA-NU and Article 9, paragraph 3 of the Redundancy Scheme (<i>Ontslagregeling</i>), where a position of no more than one salary scale lower as referred to in the CLA-NU can still be considered to be suitable
UT	the University of Twente

1. GENERAL

Article 1: Effective period

- 1.1. The Continuous scheme in case of redundancy takes effect on the day after it was signed and runs from 1 January 2025 up to and including 31 December 2027. The Continuous scheme in case of redundancy terminates by operation of law on 1 January 2028. The Continuous scheme in case of redundancy can be renewed 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 scheme in case of redundancy will terminate by operation of law. No later than two months before the term expires, the Executive Board and OPUT will consult in the local consultation to evaluate the Continuous scheme in case of redundancy. This evaluation will include discussion of the potential extension of its effective period.
- 1.2. In the event of amendments to the CLA-NU, 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 scheme in case of redundancy. If no agreement is reached in the local consultation with regard to amendments, the Executive Board and the OPUT can terminate the Continuous scheme in case of redundancy prematurely. In the event of premature termination, any agreements already made with individual employees based on the Continuous scheme in case of redundancy will continue to apply.

Article 2: Scope of application

- 2.1. The Continuous scheme in case of redundancy 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 Dutch Civil Code (*BW*) and the Redundancy Scheme (*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 that, after written notification of potential dismissal, will continue at least for the duration of the employment protection period and notice period as referred to in Article 9.10 of the CLA-NU.

An exception to the above applies for Article 18.8 (replacements) of the Continuous scheme in case of redundancy.

The Continuous scheme in case of redundancy 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 scheme in case of redundancy 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 or
- c) a voluntary transfer to a temporary position where the temporary nature 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 scheme in case of redundancy, 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 scheme in case of redundancy.

Article 3: Other provisions

- 3.1. In the event of a reorganisation as referred to in Article 9.1 of the CLA-NU, the Continuous scheme in case of redundancy will be considered as a supplement to the Social Policy Framework set down in Chapter 9, section 2 of the CLA-NU.
- 3.2. In any cases where this Continuous scheme in case of redundancy includes references to articles from Chapter 9 of the CLA-NU, these provisions will also be applied in the event of an organisational change, unless explicitly determined otherwise.
- 3.3. Insofar as other terms used in this Continuous scheme in case of redundancy are also mentioned in the CLA-NU, they should be interpreted in the same way as in the CLA-NU.
- 3.4. Any amounts of money referred to in this Continuous scheme in case of redundancy 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 unit than the original one 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 position with only minimum retraining of no more than several weeks, should any retraining prove necessary. In the case of a continuation of position, the employee concerned will continue to fulfil their position. The sole exception to this will be cases in which 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 (*Ontslagregeling*).
- 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 will be the date of written notification of the employee of potential dismissal or another time, to be determined objectively, that does not predate the date on which the employee(s) was/were informed of termination of (one or more) jobs. In the event that there are more than six months between two subsequent contracts of employment at UT, it will be assumed that the employee has a new contract of employment and the duration of employment will be calculated from the start date of the most recent employment contract.

3. REASSIGNMENT SEARCH, EMPLOYMENT PROTECTION PERIOD AND SALARY SCALE GUARANTEE

Article 5: Reassignment search, exemption from work and trial placement

- 5.1. A reassignment search will take place during the employment protection period lasting until the end of the employment contract in accordance with Article 9.10 of the CLA-NU. This means that the reassignment search in principle continues until the employee facing potential redundancy has been reassigned to a suitable position (without prejudice to the provisions of Article 7.2 of the Continuous scheme in case of redundancy) or, in the event the employee is not reassigned, until the employment contract has ended. As stipulated in Article 9.11 of the CLA-NU, the employee facing potential redundancy will be completely exempt from work during this period. In the situations mentioned in Article 13 of this Continuous scheme in case of redundancy, no (complete) exemption from work applies.
- 5.2. During the period referred to in Article 5.1 of the Continuous scheme in case of redundancy, an employee facing potential redundancy will have the status of "reassignment candidate". This means that they will have preferential status for all vacancies that occur within UT. If the Reassignment Committee judges that the vacant position is a suitable position for the reassignment candidate, the reassignment candidate will be assigned to that position.
- 5.3. Any reassignment candidate who reaches statutory pension age within the employment protection period or the notice period will retain their contract of employment until that date. No reassignment search will be conducted. The same applies to any reassignment candidate who has terminated their contract of employment in writing with a view to making use of the ABP Multi-Option pension within the employment protection period.
- 5.4. The reassignment search will be carried out under the auspices of the University of Twente Reassignment Committee.
- 5.5. The Reassignment Committee has the authority to assign an employee to a suitable position within UT as referred to in Article 9.12 of the CLA-NU and Article 9 of the Redundancy Scheme (*Ontslagregeling*).
- 5.6. If, in the employer's judgement, the employee is not being sufficiently cooperative with regard to their own employability, the sanction referred to in Article 9.14, paragraph 3 of the CLA-NU will apply.
- 5.7. If there is a vacant position and the Reassignment Committee has doubts as to whether the reassignment candidate will prove capable of the position within a year, whether or not by means of refresher training, additional training or retraining, the Reassignment 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 suspended for the duration of the work, taking account of the number of hours for which this temporary work is performed. This suspension 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 CLA-NU does not apply during the trial placement.

Examples of suspension of the employment protection period:

- *When a full-time employee facing potential redundancy is placed in a trial placement in a full-time position for 4 months, the employment protection period is suspended for 4 months. The employment protection period will resume 4 months after the start date of the trial placement (i.e., at the end of the trial placement) for the remaining duration.*
- *When a full-time employee facing potential redundancy is placed in a trial placement in a part-time position of 0.5 FTE for 4 months, the employment protection period is suspended for 2 months. The employment protection period will resume 2 months after the start date of the trial placement for the remaining duration.*

- 5.8. Responsibility for and personal care of the reassignment candidate will remain with the administrator until (trial) placement has been realised within a different faculty or service department within UT or elsewhere, or the contract of employment is terminated.
- 5.9. The working procedure of the Reassignment Committee has been described in the document "[Reassignment Committee Procedure](#)".
- 5.10. With regard to employability, this is explained in Article 9.14 CLA-NU and Article 9 of the BWNU (Unemployment Regulation of the Dutch Universities Exceeding the Statutory Minimum).
- 5.11. This provision does not apply to employees who have reached statutory pension age.

Article 6: Employment protection period

During the applicable employment protection period, the Executive Board will not, in accordance with that stipulated in Article 9.10 of the CLA-NU, terminate the contract of employment of an employee – facing potential redundancy on the grounds of an organisational change or reorganisation – unless this is for another unrelated reason. The employment protection period starts on the first day of the month following the month in which the employee receives written notification of potential dismissal. If the employee facing potential redundancy cannot be placed within UT, (compulsory) redundancy will follow.

Based on the CLA-NU 2024-2025, the employment protection period will be three months starting from 1 January 2025. The CLA-NU in force is decisive in this regard.

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

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

- 7.1. In the event of a reassignment to a suitable position for which the salary scale is one point lower as stipulated in the CLA-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 CLA-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 reassignment 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 reassignment 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 UT.
As a result of that stipulated in Article 9.8, paragraph 3 of the CLA-NU, this provision does not apply to an employee who has reached statutory pension age.
- 8.3. The employee facing potential redundancy will make sufficient effort within the framework of their own employability and to prevent unemployment.
- 8.4. The basic principles laid down in Article 9.8 of the CLA-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 reassignment 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 CLA-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 (re)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 CLA-NU. Allowances associated with the position to which the employee is (re-)assigned 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 dismissal, the administrator, the employee and HR advisor 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 advisor. 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 scheme in case of redundancy 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 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 reassignment inside or outside UT;
- support for entrepreneurship;
- highlighting vacancies outside UT;
- job application activities on the part of the employee (incl. registering with temporary employment agencies);
- use of (other) facilities from the Continuous scheme in case of redundancy.

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. Job placement services: If necessary, 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 their income status after leaving UT. If necessary, 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 a 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 their redundancy or reassignment within 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 their permission, an employee facing potential redundancy can be seconded by the employer to a different employer, while maintaining their legal status and terms of employment. The secondment will mean that the employment protection period is suspended for the duration of the work, taking account of the number of hours for which this temporary work is performed. This suspension 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 CLA-NU.

13.2. If the employee facing potential redundancy is assigned to different work from the work that the employee usually performs, the employment protection period will not be suspended. 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 reassigned to a temporary vacancy, the employment protection period will be suspended for the duration of the work, taking account of the number of hours for which this temporary work is performed. This suspension 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 Reassignment Committee.
- During the period of reassignment 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 CLA-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 UT, is completing a study programme on the instructions of UT or at their 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 reimburse study costs for a study requested by the employee can only arise if this obligation was specified in the decision on the request and the circumstances described in this decision occur. In accordance with the [UT Employee Education and Study Regulations](#) (*Regeling opleidingen UT*) in force, this obligation to repay can only apply for a study or education that is not relevant to their work.
- 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 potential redundancy a relocation allowance based on the relocation allowance scheme in force at UT if, by accepting a position outside UT, the employee makes a reasonable decision to relocate, thereby preventing eligibility 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 the employee facing potential redundancy finds a job outside UT in the Netherlands during the employment protection period as referred to in Article 6 of the Continuous scheme in case of redundancy, which is lower paid than their job at UT, and the employee terminates the employment contract for the full scope, a compensation for the salary difference will take place for one year as of the dismissal date, pro-rated based on the working hours as they were at UT.

The difference in salary will be calculated based on the most recently earned UT salary and holiday allowance at UT and the new employer. During the first six months, a supplement of up to 75% of the difference in salary will be paid. For the six months after that, a supplement of up to 50% of the difference in salary will be paid. The entitlement to compensation ends as soon as, and for as long as, the employee is not (or no longer) entitled to receive payment of salary from their new employment.

- 16.2. The compensation scheme as referred to in this article does not apply to any employee entitled to wage supplementation as referred to in the BWNU (Unemployment Regulation of the Dutch Universities Exceeding the Statutory Minimum).
- 16.3. This provision does not apply to employees who have reached statutory pension age.

Article 17: Long-service jubilee

Any employee who is subject to compulsory redundancy will be entitled to a proportional gross long-service jubilee bonus provided that the requirements stated in the [Jubilee Regulations UT](#) ([Jubileumregeling UT](#)) have been met. The UT Jubilee Regulations UT will apply.

Article 18: Mobility allowance

- 18.1. An employee facing potential redundancy who terminates their full employment contract during the employment protection period referred to in Article 6 of the Continuous scheme in case of redundancy, thereby preventing compulsory redundancy, can apply for a mobility allowance (corresponding to the mobility allowance referred to in Article 9.9 of the CLA-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 - Sickness and Disability Scheme for the Dutch Universities) or any obligation on the part of the University of Twente to pay a transition payment 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.
- 18.2. 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 the employee will make no use of this entitlement and will not apply for any benefit payments under the WW or any payment under the BWNU.
- 18.3. The mobility allowance will be calculated in accordance with Article 9.9 of the CLA-NU and the table included in Appendix K of the CLA-NU.
- 18.4. The mobility allowance is expressed in a 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.
- 18.5. The reference date for determining the number of years of employment at UT, calculated from the date of commencement of employment, is the month in which the employee terminates their employment contract in writing.

On the one hand, the amount of the allowance depends on the number of full years of employment the employee has at the time of termination. If there are more than six months between two subsequent contracts of employment at 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 amount of the allowance 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 following the month in which the employee receives written notification of potential dismissal.

- 18.6. The amount of the mobility allowance cannot exceed the total gross salary that the employee would have received for the rest of their employment contract if the employee had not opted for voluntary resignation.
- 18.7. 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.
- 18.8. **Replacement arrangement:** An employee who indicates a willingness to leave UT by terminating their full-time permanent employment contract during the employment protection period, thereby preventing compulsory redundancy for another employee to whom the Continuous scheme in case of redundancy applies, will be eligible for a mobility allowance as referred to in this article provided that the employer can in reasonableness consent 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 transition payment 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.
- 18.9. If the employee, including the employee as referred to in Article 18.8 (replacements) of the Continuous scheme in case of redundancy, is re-employed at UT within a period of three years after the date of termination of their contract of employment, there will be an obligation to repay the allowance received.
- 18.10. If the employee facing potential redundancy, who is entitled to the mobility allowance, has concrete plans to start as an entrepreneur, UT may provide support in testing entrepreneurial skills and preparing a business plan.
- 18.11. This provision does not apply to employees who have reached statutory pension age.

Article 19: Interuniversity mobility

If an employee facing potential redundancy wishes to transfer to a different Dutch university and the entitlements based on BWNU constitute an impediment for 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 20: Psychosocial guidance

Via 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 21: Frontier workers

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

5. FINAL PROVISIONS

Article 22: Ad-Hoc Advisory Committee on Social Support

- 22.1. 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.
- 22.2. The Ad-Hoc Advisory Committee on Social Support will be convened as soon as a complaint emerges as referred to in Article 22.1 of this Continuous scheme in case of redundancy. 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.
- 22.3. The Ad-Hoc Advisory Committee on Social Support will not issue advice before having heard both parties.
- 22.4. The OPUT will receive an anonymous report notifying it of the Executive Board's decisions.

Article 23: Final provisions

- 23.1. The Executive Board is entitled to depart – with justification – from the provisions of the Continuous scheme in case of redundancy in the employee's favour.
- 23.2. In cases where the full application of the rules of the Continuous scheme in case of redundancy would lead to clearly unintended and inequitable consequences for an individual employee, efforts will be made to reach an personalised solution in consultation with the employee concerned.

SIGNATURE

Agreement reached on 21 November 2024,

Representing the University of Twente,

Drs. M. Roos, Chair of Local Consultation Body and Vice-President of the Executive Board

Representing the employees' organisations,

AOb,
Mr. D.O. Pechler,
Sector Director of Scientific Education & Research

CNV Overheid,
Ing. M.A.H. van Gessel,
Advisor CNV

FBZ,
Drs. R. Barendse,
Negotiator for Employment Conditions FBZ

FNV,
S. Verduijn,
Union Director FNV

Appendix: Indication of timelines for the reassignment candidate

Note: The CLA-NU in force is decisive in this regard.

Employee has been employed for at least 1 year and less than 15 years

	Employment protection period: 3 months Notice period: 3 months
Time	Step
X	Employee receives written notice of potential dismissal, registration as reassignment candidate with the Reassignment Committee, and start of reassignment search
X + max. 4 weeks	HR advisor, in collaboration with employee, prepares guidance plan for reassignment
No later than the last month of the employment protection period	If no reassignment has taken place, permission is requested from UWV to terminate the employment contract
X + 3 months + 3 months:	<ul style="list-style-type: none"> - End of reassignment search and termination of employment contract (after receiving UWV permission, UT terminates the employment contract) - Start of WW/BWNU entitlement, if applicable and conditions are met - Start of consideration of former employee as an internal candidate for vacancies. The former employee, as long as they are unemployed, will be informed of vacancies within UT upon request
End of employment date + 2 years:	End of consideration of former employee as an internal candidate.

Employee has been employed for at least 15 years and 5 years or less from eligibility for state pension (AOW)

	Employment protection period: 8 months Notice period: 4 months
Time	Step
X	Employee receives written notice of potential dismissal, registration as reassignment candidate with the Reassignment Committee, and start of reassignment search
X + max. 4 weeks	HR advisor, in collaboration with employee, prepares guidance plan for reassignment
No later than the last month of the employment protection period	If no reassignment has taken place, permission is requested from UWV to terminate the employment contract
X + 8 months + 4 months:	<ul style="list-style-type: none"> - End of reassignment search and termination of employment contract (after receiving UWV permission, UT terminates the employment contract). - Start of WW/BWNU entitlement, if applicable and conditions are met. - Start of consideration of former employee as an internal candidate for vacancies. The former employee, as long as they are unemployed, will be informed of vacancies within UT upon request.
End of employment date + 2 years:	End of consideration of former employee as an internal candidate.

Employee has been employed for at least 15 years and more than 5 years from eligibility for state pension (AOW)

	Employment protection period: 3 months Notice period: 4 months
Time	Step
X	Employee receives written notice of potential dismissal, registration as reassignment candidate with the Reassignment Committee, and start of reassignment search
X + max. 4 weeks	HR advisor, in collaboration with employee, prepares guidance plan for reassignment
No later than the last month of the employment protection period	If no reassignment has taken place, permission is requested from UWV to terminate the employment contract
X + 3 months + 4 months:	<ul style="list-style-type: none"> - End of reassignment search and termination of employment contract (after receiving UWV permission, UT terminates the employment contract) - Start of WW/BWNU entitlement, if applicable and conditions are met - Start of consideration of former employee as an internal candidate for vacancies. The former employee, as long as they are unemployed, will be informed of vacancies within UT upon request
End of employment date + 2 years:	End of consideration of former employee as an internal candidate.

Employee has been employed for less than 1 year

	Employment protection period: 3 months Notice period: 2 months
Time	Step
X	Employee receives written notice of potential dismissal, registration as reassignment candidate with the Reassignment Committee, and start of reassignment search
X + max. 4 weeks	HR advisor, in collaboration with employee, prepares guidance plan for reassignment
No later than the last month of the employment protection period	If no reassignment has taken place, permission is requested from UWV to terminate the employment contract
X + 3 months + 2 months:	<ul style="list-style-type: none"> - End of reassignment search and termination of employment contract (after receiving UWV permission, UT terminates the employment contract) - Start of WW/BWNU entitlement, if applicable and conditions are met - Start of consideration of former employee as an internal candidate for vacancies. The former employee, as long as they are unemployed, will be informed of vacancies within UT upon request
End of employment date + 2 years:	End of consideration of former employee as an internal candidate.

UNIVERSITY OF TWENTE

Drienerlolaan 5
7522 NB Enschede

P.O. Box 217
7500 AE Enschede

T +31 (0)53 489 9111

info@utwente.nl
www.utwente.nl