



SOCIAL PLAN

Vrije Universiteit AMSTERDAM

NB Informal version in English. Only the formal Dutch-language version can confer rights.

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Introduction

Unlike in recent years, the higher education sector in the Netherlands, and therefore also the VU, is facing declining student numbers. Thereby, the number of international students is expected to decrease if the Internationalisation in Balance Act is passed. There is also a trend change in the allocation of (special) funds from the . As a result of these (external) developments, the first flow of funds (income from the government and from tuition fees) is under . For VU University Amsterdam (VU), this means structurally less income from this first flow of funds from 2025 onwards. This comes on top of the already budgeted deficits for the period 2025 - 2027.

VU already started taking cost-saving measures in early 2023, and all faculties and departments were asked to identify what short-term measures could be taken to combat the deficit. This yielded savings of €18 million in 2023, rising to €25 million for 2024. These savings could be achieved without compulsory redundancies.

In early 2024, it became clear that a second round of cuts would be necessary, now that it is clear that the deficit in the years 2025-2027 will rise to (at least) 60 million. The Executive Board (BoG) therefore explored with faculties and departments what further structural measures could be taken in 2025 and the following years. These measures , also in terms of timing, because each faculty and service is unique and therefore different approaches are needed. In July 2024, there was clarity on the integral, VU-wide impact of these cuts. Although it was hoped that the impact on employees could be limited, the new austerity target cannot be realised without job cuts and employees losing their jobs. However, the measures to be taken are urgent and essential to anticipate changes in the educational landscape and to ensure the university's (future) financial health.

If measures have an impact on the VU as an organisation, or a significant part thereof, and compulsory redundancies cannot be ruled out, this constitutes a reorganisation within the meaning of Article 9.1 of the Collective Labour Agreement of Dutch Universities (hereinafter: CAO). This means, among other things, applicability of the Social Policy Framework included therein, as well as all related regulations and policy in the field of, among other things, redeployment and the Unemployment Benefits for Dutch Universities (BWNU).

In accordance with Article 9.4 CAO, consultations took place between the VU and the unions on the need for additional measures. Those consultations resulted in this social plan. This fulfils the obligations under Articles 9.2 to 9.4 of Chapter 9 of the CAO, for all reorganisations submitted to the Works Council for advice during the term of this social plan. The social plan explicitly also applies to Employees who lose their jobs during the term of this social plan as a result of an organisational change (which does not qualify as a "reorganisation" in terms of Chapter 9 CBA). The social plan aims to encourage mobility in general (Part A) and actively mediate Employees who lose their jobs to another position (Part B). The social plan also includes a Place-maker scheme (Part C).

A Social Plan Advisory Committee specifically set up for that purpose by employee organisations and the VU will be available during the period that an Employee is entitled to the provisions of this social plan, to advise on the application of this social plan and other individual consequences of reorganisation at the request of the (former) Employee or VU.

Duration of social plan

This Social Plan takes effect on 1 January 2025 and continues until 31 December 2027. A run-out period applies to Employees who are designated as Reemployment Candidates as referred to in Chapter 2 of Part B within the period of operation.

The parties have indicated that they will consult regularly on developments in the implementation of this social plan. If, during its term of validity, changes in the collective labour agreement, legislation or regulations give cause to do so, the BoIP and unions will consult about possible amendments to this social . If no agreement is reached with the unions (in the Local Consultation Committee), both the BoIP and the employee delegation of the Local Consultation Committee may terminate the Social Plan prematurely. In the event of premature termination, the Social Plan shall continue to apply to those employees who have been notified in writing that they have been designated as Transfer Candidates within the meaning Chapter 2 of Part B.

Part A: Mobility incentive schemes

Chapter 1 Scope of application

- 1.1. Part A of the social plan applies to all Employees, including Employees who are not at risk of dismissal.

Chapter 2 Provisions

Personal coaching

- 2.1 When no legal status consequences are for an employee (yet), the employee can apply for an intake interview at the mobility centre. Employees can then register for e-learnings and webinars, have a CV check or receive information on RVU or flex pension.
- 2.2 If employees want a comprehensive intake and a personal career plan, registration is through the manager and the HR adviser. Employees who want to explore the next step in their career can also register through their manager. After registration, the mobility advisor will invite the employee for an intake interview to identify his or her needs. Customised advice on the next career step is also available. This may include a career advice programme or other Social Plan provision.

Early retirement scheme (RVU)

- 2.3 An Employee with at least 6 years of employment and who is not more than 3 years away from the state pension age may, until 15 November 2025 at the latest, request his supervisor in writing to stop working earlier. In doing so, the Employer and Employee can agree on an amount that the VU will to the Employee on a monthly basis. This amount is equal to the RVU threshold exemption of €2,273 gross per month for full-time employment, assuming that and that the Employee does not generate any other income from employment during the term of the RVU scheme. The basic assumption is that the Employee himself takes the initiative to terminate the employment and therefore does not claim unemployment benefit and/or BWNU benefit.
- 2.4 The Mobility Centre can provide the Employee with advice on the financial implications of the RVU scheme before making a request to his manager. For example, what the implications are for the pension and in what ways the Employee can make the RVU benefit

supplement.

- 2.5 The manager may reject the Employee's request only on the grounds of compelling business interests. In that case, the manager will inform the Employee in writing of the reasons for not granting the request.

Part B: Procedure for organisational change

Chapter 1: General provisions

Scope of application

- 1.1 Part B of the social plan applies to the Employee who, as a result of an organisational change under the current axing order of 60 million (following the decision of the Executive Board of 9 July 2024) and in the period from 1 January 2025 to 31 December 2027, is designated a Reassignment Candidate.
- 1.2 Part B does not apply to the Employee whose employment is terminated due to:
 - (a) reaching the state pension age (also not if Employee's position has become redundant due to reorganisation);
 - (b) long-term incapacity for work (even if the Employee's position has been abolished as a result of a reorganisation during the Employee's incapacity for work);
 - (c) culpable actions;
 - (d) dysfunction; and/or
 - (e) a disrupted employment relationship.
- 1.3 The Employee from the Participation Act target group retains a task package of a similar nature or scope and cannot be dismissed because of the loss of the position (art. 9.8 paragraph 1 d CBA).

Vacancies open exclusively to Reassignment candidates

- 1.4 Positions that become vacant within the VU are reported to the Mobility Centre so that it can be assessed whether there is a Reassignment Candidate for whom the position may be suitable (matching). If this is the case, the vacancy is opened exclusively to the Reassignment Candidate for a fortnight.

Hardship clause

- 1.5 In the event that application of Part B has manifestly unfair consequences for an individual Employee, the director HRMAM of the VU will, following a reasoned request from the Employee or on its own initiative, deviate from the social plan in a sense favourable to the Employee, without setting any precedent for other Employees.

Social Plan Advisory Committee

- 1.6 Disputes directly related to the application of the social plan and disputes concerning other consequences that directly result for the individual (former) Employee from the organisational change to which this social plan applies shall be submitted by the (former) Employee or the VU to the Social Plan Advisory Committee.

- 1.7 The Advisory Committee also assesses the selection process as described in article 2.23 of Part B of this Social . The Advisory Committee assesses whether the Mobility Centre could reasonably have arrived at the selection and gives its opinion. In the event of a negative opinion, the Advisory Committee may give advice to the Employer.
- 1.8 The composition, duties and powers of this Advisory Committee are set out in **Annex 1** of this social plan.

Chapter 2: The procedure

Employee response to Staff Plan

- 2.1 Simultaneously with the organisational change plan, the Employer prepares a Personnel Plan. This Personnel Plan describes:
- (a) of which Employees the organisational position changes and in what ;
 - (b) of which Employees' jobs expire;
 - (c) For which Employees the legal status otherwise directly and substantially changes; and
 - (d) How the expected legal status consequences will be dealt with.

The Employees named in the Personnel Plan shall be given 10 days to respond to the provisions in the Personnel Plan in respect of them. If the Employee's response gives rise to it, the Employer will reconsider the provisions in the Personnel Plan in respect of the Employee.

- 2.2 In order to properly assess the Staff Plan, the Employee will also be given access to the draft (Re)Organisation Plan in the process.

Designation as Reassignment Candidate

- 2.3 After a final (re)organisation decision has been taken, the Staff Plan is adopted. The Employee whose job falls vacant thus becomes a Reassignment Candidate.
- 2.4 The supervisor conducts an interview with the Employee who is a Reemployment Candidate. An HR Advisor may be present at the interview. The Employee will receive a copy of this social plan at this interview. The designation as Reemployment Candidate, as well as the effective date and term of the Reemployment Examination, will be confirmed in writing (Article 9.10 paragraph 2 of the Collective Labour Agreement).
- 2.5 Reassignment candidates have priority in filling internal vacancies. These must be positions that are suitable on paper and according to the Mobility Centre.

Redundancy protection period

- 2.6 A Redundancy Protection Period of 3 months applies to the Employee. During this period, the Employee may not be dismissed due to the Reorganisation or organisational change by notice (Article 9.10 paragraph 1 CBA).
- 2.7 For the Employee who has been employed for more than 15 years at the start of the period referred to in the previous article and is 5 years or less away from the state pension age, this period is 8 months (Article 9.10 paragraph 4 CBA).
- 2.8 The dismissal protection period commences on the 1st day of the month following the month in which the written confirmation of the designation as Reemployment Candidate was sent (Art. 9.10 paragraph 2 CBA).

Exemption from work

- 2.9 Upon receipt of written confirmation of designation as a Reassignment Candidate, the Reassignment Candidate is released from work, subject to proper handover and completion of work. This is to enable proper completion of the redeployment investigation (Art. 9.11 CBA).
- 2.10 However, during the Reassignment Investigation, the Reassignment Candidate may be temporarily assigned other work. These duties should not be an obstacle to finding other work. They should contribute to the re-employment candidate retaining or improving his labour market position or increasing his chances of re-employment. Temporarily performing other work does not extend the period of protection against dismissal or the duration of the redeployment investigation.
- 2.11 At the request of the Reassignment Candidate, he will be allowed to take holiday hours during the time he would otherwise temporarily assigned other work.

Reassignment survey

- 2.12 The redeployment investigation runs during the Dismissal Protection Period until the end of employment (Article 9.11 CBA). During this investigation, the possibilities of re-employment in another, Suitable position are carefully examined. The Reassignment Study focuses on both internal and external reassignment and, as far as possible, takes into account specific wishes and development opportunities of the Reassignment Candidate. The Relocation Study is carried out in line with the Relocation Policy, unless deviated from in this social plan.
- 2.13 After designation as a Reassignment Candidate, an interview will take place at the Mobility Centre as soon as possible. Agreements on the guidance and activities the Employee will undertake in the framework of their redeployment are laid down in an individual Guidance Plan. Within 4 weeks after the designation as Reassignment Candidate, the Guidance Plan will be submitted to the Reassignment Candidate for signature. If the Mobility Centre fails to meet this deadline - without the candidate being blamed - the dismissal protection period is extended by the duration of the delay. During the redeployment process, progress is monitored, recorded and discussed regularly.
- 2.14 Counselling is aimed at finding other work and may include various activities such as:
- (a) matching on suitable vacancies within or outside VU;
 - (b) the follow of a career counselling programme, including job application activities and job application training;
 - (c) attending training aimed at () another Appropriate Job;
 - (d) counselling from an external (outplacement) agency; and/or
 - (e) advice on starting your own business or establishing yourself as a self-employed professional; and/or
 - (f) financial advice.
- 2.15 The above, non-exhaustively listed activities can - in consultation with the Mobility Centre and within the financial frameworks of this social plan - be deployed in parallel.

- 2.16 If a Reassignment Candidate reaches the state pensionable age within the term of the Reassignment Examination, a decision may be taken to waive the Reassignment Examination at the Employee's request.

Penalties for not cooperating in Reassignment Investigation

- 2.17 If, in the opinion of the Mobility Centre, the Re-employment Candidate does not cooperate sufficiently in his own employability, even after being addressed on this, the entitlement to a re-employment study and the provisions tailored to the personal situation lapse. The Employer may then terminate the employment before the end of the dismissal protection period with due observance of the notice period. The former Employee will not be kept informed of vacancies within the VU and will not be considered as an internal candidate. These sanctions follow from Article 9.14(3) of the collective agreement.

Appropriate function

- 2.18 A Suitable Job (Art. 9.12 CBA) exists if, in the of the Mobility Centre, the Reassignment Candidate:
- (a) has the knowledge and skills deemed necessary to perform the job properly;
 - (b) can, in the opinion of the Mobility Centre, acquire the required knowledge and skills through retraining, re-training or further training within 12 months; and
 - (c) this position can reasonably be assigned to the Employee in connection with his personality, circumstances and the prospects existing for him.
- 2.19 The following may further play a role in assessing whether a job is appropriate:
- (a) the nature of the job where it is possible that the Employee's position may change;
 - (b) the permanent or temporary nature of the post where the duration must in any case exceed 26 weeks or there must be the prospect of continuation, so that the total duration will exceed 26 weeks;
 - (c) the level of remuneration where a 1-scale lower rated post is considered appropriate;
 - (d) the scope of employment where a slightly higher or lower working time factor, not exceeding 0.1 FTE, may still be considered appropriate depending on the circumstances;
 - (e) travel time; and
 - (f) personal factors, such as family situation, health, other work and/or conscientious objections.
- 2.20 If a Suitable position is found within the VU and is also available, an interview will take place between the Mobility Centre, the Reassignment Candidate and the unit where the vacancy occurs to assess whether the position is indeed suitable. If it is, the Reassignment Candidate will be placed on the post. The Mobility Centre - having heard the unit - has the decisive vote in this. See article 2.22 in case difference of opinion exists about the suitability of the job. If the Reassignment Candidate rejects a Suitable Position, he can no longer claim the financial provisions referred to in Chapters 3, 4 and 5 of this social plan. The employment contract can be terminated immediately after obtaining the necessary dismissal permit from the UWV, subject to the notice period. The employee thus becomes culpably unemployed.
- 2.21 If a temporary Suitable position is found within the VU and the temporary work has a duration of more than 6 months but no more than 12 months, the Reassignment Candidate will be placed in that temporary position. If the placement is not continued after a maximum period of 12 months becomes the dismissal protection period

respectively extended the duration of the Reassignment Study by the duration of the work, taking into account the number of hours the temporary position was performed. The extension shall not exceed 12 months.

- 2.22 Disputes about the appropriateness of the position, which cannot be resolved by mutual agreement, can (only) be submitted to the Advisory Committee.
- 2.23 In the case of a post that is suitable for several Reassignment candidates, the Mobility Centre shall assess which candidate is reasonably eligible for the post. Before proceeding with placement, the Mobility Centre - after consultation with the recruiting unit - the considerations underlying the selection to the Advisory Committee (Article 1.7). In the event of a positive assessment, the selected candidate will be placed. In the event of a negative assessment, the Mobility Centre must reconsider the selection taking into account any advice given by the Advisory Committee.

Supplementary allowance in case of reassignment to job with lower salary scale and/or working time factor

- 2.24 If a Relocation Candidate is placed in an Appropriate Job with a valuation of 1 salary scale lower, the Relocation Candidate retains the salary corresponding to the original job. The Relocation Candidate also retains the right to periodic increase(s) as referred to in Article 3.3 of the Collective Labour Agreement, provided that the Relocation Candidate has not yet reached the maximum of the original salary scale. The original periodisation date shall continue to apply.
- 2.25 Both the VU and the Reassignment Candidate have an obligation of effort to still place the Reassignment Candidate in a position that is valued at the salary scale belonging to the original position. From the date of re-employment in a suitable position with a valuation of one salary scale lower, both the VU and the Re-employment Candidate will search for such a suitable position for a period of 24 months. In this context, the Reassignment Candidate will remain registered as a Reassignment Candidate during this period.
- 2.26 If the Reassignment Candidate is reassigned to a Suitable Position with a lower working time factor whereby he loses less than 5 hours (assuming the basic variant) of his working hours per week, he will retain the right to the salary calculated on the basis of the old working time factor. Additional duties may be assigned to the Relocation Candidate, provided they can also reasonably be required of the candidate. The Reemployment Candidate is to accept them. If the Reemployment Candidate refuses the additional tasks, this right will lapse and the scope of employment will be adjusted to the scope of the new position. The Employee may claim the statutory Transition Compensation for the loss of these hours.
- 2.27 In case of placement in a position where 5 hours or more of his working hours per week are lost, the Reassignment Candidate is entitled to an unemployment benefit and/or BWNU benefit for these hours. The scope of employment will be adjusted to the scope of the new position and the Employee may claim the statutory Transition Payment for the loss of these hours.
- 2.28 The Reemployment Candidate who accepts a new employment contract with another employer with a lower salary immediately following employment with VU is entitled to a supplement to 100% of the salary supplement daily wage pursuant to Article 13(2) BWNU per month. The salary supplement daily wage is the daily wage determined on the basis of the salary the (former) Reassignment Candidate received at the VU, plus holiday allowance and end-of-year bonus. The Mobility Centre can provide further information on this.

Trial placement or secondment

- 2.29 If it is not reasonably clear in advance whether or not a job is an Appropriate Job and/or the Reassignment Candidate is suitable for the job, reassignment may take place in the form of a trial placement of up to 12 months. The superior of the hiring unit and the Reassignment Candidate make clear written agreements in advance on the subjects on which the performance of the Reassignment Candidate will be assessed. If necessary, this will also include written agreements on retraining, retraining or additional training to achieve suitability for the job within 12 months.
- 2.30 If, after a trial placement, the manager of the hiring unit judges that the position is not a suitable position, the Reassignment Candidate will be informed in writing and supported by reasons, and the Reassignment Examination will be resumed.
- 2.31 During the period of the redeployment investigation, the Employee may also be seconded outside the VU if this offers the prospect of a Suitable position with another employer in the Netherlands. This is only possible with the Employee's consent. The agreements made with the Employee on the secondment will be recorded in writing.
- 2.32 A trial placement or secondment has the effect of suspending the dismissal protection period by the duration of the work, taking into account the number of hours this temporary work is performed. This suspension amounts to a maximum of 12 months.

Chapter 3: Financial provisions

Employability facilities

- 3.1 Within the framework of the Reassignment Study, the Mobility Centre and the Reassignment Candidate will examine which of the activities mentioned in Article 2.14 of this Social will be undertaken in connection with his/her reassignment. The following additional conditions apply to outplacement and/or training:
- (a) The reimbursement of an outplacement programme requires the services of a recognised outplacement agency. It is at the discretion of the Mobility Centre whether there is recognised outplacement agency.
 - (b) For compensation of a training course, it must involve a training institute in the Netherlands and the course must be aimed at increasing opportunities on the (external) labour market. In consultation, tailor-made arrangements can be made for training at a training institute outside the Netherlands.
- 3.2 An employability budget of a maximum of €5,000 (including VAT) is available for each Relocation Candidate. Which employability facilities are used (see also Article 2.14) is determined on the basis of personal circumstances of the Relocation Candidate that the labour market position. These may include level of education, age and work experience. The arrangements in this respect are included in the individual Guidance Plan.
- 3.3 If a Reemployment Candidate wishes to transfer to another Dutch university and the "BWNU entitlements" constitute an obstacle to this, the VU shall, if reasonably possible, make arrangements with the university concerned to remove this obstacle. This provision does not apply to employees who have reached the state pension age.

Mobility bonus on voluntary departure

- 3.4 The Reassignment Candidate who resigns on his own initiative within the resignation protection period is entitled, under the condition that his resignation does not generate any benefit costs for the VU (WW, BWNU or ZANU), to a mobility premium pursuant to Article 9.9 of the CAO. The amount of the mobility premium is calculated on the basis of the table in Appendix K to the collective agreement and depends on:
- (a) the amount of the gross monthly salary;
 - (b) the number of years of service up to a maximum of 12 years; and
 - (c) the time with effect from which the Employee resigns.
- 3.5 The mobility premium can never be more than the total gross amount of Salary the Reassignment Candidate would have received during the remaining duration of the Reassignment Study, if he had not resigned on his own initiative. The mobility premium can also never exceed the Salary the Employee would have up to his state pension age and cannot exceed the legally regulated ceilings.
- 3.6 The mobility bonus is expressed in number of gross monthly salaries, excluding holiday allowance and end-of-year bonus. In case the Relocation Candidate has a part-time employment contract, the part-time gross monthly salary applies.

Remuneration legal advice

- 3.7 The Reassignment Candidate (who is not insured for the costs of legal assistance) is eligible for a reimbursement of up to €750 (including office costs and VAT) for the purpose of obtaining legal advice.

Other financial provisions

- 3.8 Any repayment obligation in connection with reimbursement of study facilities or moving expenses, will lapse.
- 3.9 In consultation, a tailor-made arrangement can be made to reimburse travel expenses for an external job application outside the Netherlands.
- 3.10 Compensation as referred to in this chapter will not be deducted from any transitional compensation as referred to in Chapter 4 of this social plan.

Chapter 4: Termination of employment

Settlement agreement (VSO)

- 4.1 With a view to terminating the employment contract by mutual consent, the Mobility Centre will submit a Settlement Agreement (VSO) to the Reassignment Candidate at least three weeks before the expiry of the Term of Employment Protection. The Reassignment Candidate will be invited for a personal interview for this purpose.
- 4.2 The Reassignment Candidate has at least 14 days to discuss the VSO with a legal advisor and to sign the VSO. From the date of agreement, a period of 14 days starts to run within which the Reassignment Candidate can dissolve the VSO (without giving reasons) by means of a written statement addressed to the Mobility Centre (Art. 7:670b of the Civil Code).

Notice period

- 4.3 When determining the end date, the following (notional) notice period is taken into account (Art. 8 paragraphs 1 and 2 and Art. 9.10 paragraph 5 CBA):
- (a) in case the Reemployment Candidate had at least 15 years of service at the beginning of the notice period: 4 months;
 - (b) in case the Reemployment Candidate was employed for 12 months or at the start of the notice period: 3 months;
 - (c) in other cases: 2 months; or
 - (d) in case the employment contract was entered into after reaching the state pension age: 1 month.
- 4.4 Even after having received and signed the VSO the redeployment candidate remains entitled to the provisions as included in this social plan until the end of the notice period and his employment.

Transition allowance

- 4.5 The re-employment candidate whose employment contract ends is entitled to the statutory Transition Allowance if, after termination of employment, he is not entitled to a subsequent BWNU benefit as referred to in Article 6 of the BWNU 2020, or is entitled to a subsequent BWNU benefit but waives it in writing (in the VSO).
- 4.6 In the interview in which the redeployment candidate receives the VSO, he will also receive a calculation of the Transition Compensation. The Transition Compensation amounts to 1/3 of the remuneration per month for each year the employment contract has lasted and a proportional part thereof for a period the employment contract has lasted less than one year. The Transition Compensation has a maximum, which is determined annually by the Minister of Social Affairs and Employment with effect from 1 January (article 7:673 Civil Code).

Drawing bonus

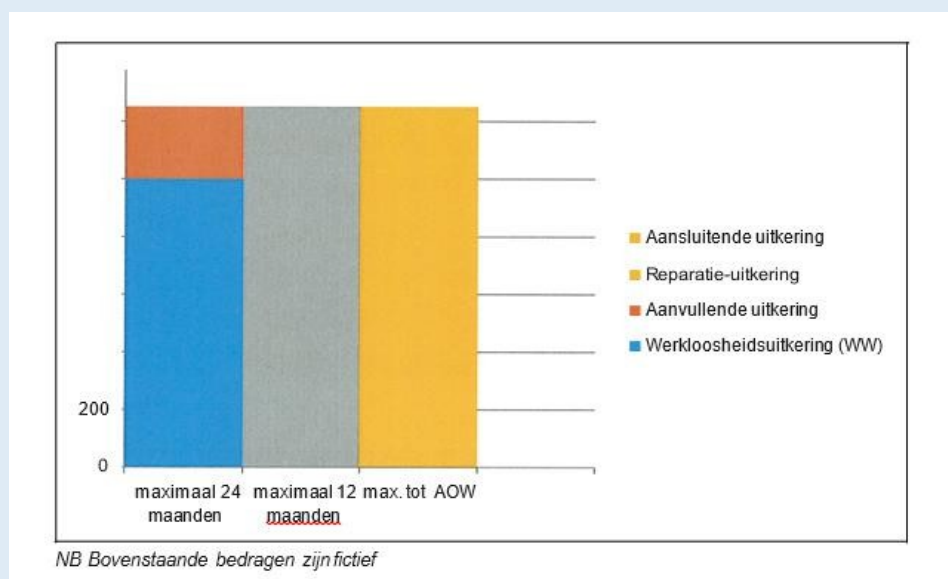
- 4.7 If the Reemployment Candidate signs the VSO no later than the last day of the dismissal protection period and then does not use the (14-day) reflection period, he or she is entitled to a signing bonus. The signing bonus is 0.5 gross monthly salary (excluding allowances, holiday allowance and year-end bonus). If entitled to the signing bonus, it will be paid with the final settlement of employment.

Termination by notice (UWV procedure)

- 4.8 If the Reassignment Candidate does not sign the VSO by the last day of the dismissal protection period, the VU shall, after obtaining the required permission from the UWV, terminate the employment contract with the Reassignment Candidate by giving notice. In doing so, in accordance with Section 7:672(4) of the Dutch Civil Code, the applicable notice period will be observed, reduced by the procedural time with the UWV, provided that at least one month's notice period remains.
- 4.9 If, for whatever reason, the VU unexpectedly does not receive permission from the UWV to the employment contract, the Employee will remain employed for the time being and the VU will consider any follow-up steps.

WW and BWNU

- 5.1 If the Reassignment Candidate does not find other employment within the dismissal protection and notice period and thus becomes unemployed, he may, insofar as the conditions set out in these regulations are met, be eligible for unemployment benefits under the Unemployment Act (WW) and, under certain conditions, also for a top-up unemployment benefit under the Dutch Universities' Unemployment Scheme for the Above-Eligible (BWNU).
- 5.2 The amount of the WW benefit is determined by the Salary earned by the Reemployment Candidate. The WW benefit is capped at the so-called maximum daily wage. More information about the WW can be found at uwv.nl.
- 5.3 If the last-earned daily wage is above the maximum daily wage limit for the WW, the BWNU provides for a supplementary BWNU benefit (article 3 BWNU). The WW benefit is then supplemented to 75% for the first two months and then to 70% of the last-earned individual daily wage (see figure).
- 5.4 There may be an entitlement to the so-called repair benefit (Article 5 BWNU) after the end of the WW benefit. This repair benefit compensates for the shortening of the WW benefit, the so-called 'third WW year', implemented on 1 January 2016 (see figure).
- 5.5 Re-employment candidates with at least seven years of service who are 45 years or older on the first day of unemployment may still be entitled to consecutive BWNU benefits Article 6 BWNU) after the end of the WW benefit or the reparation benefit. The duration of this consecutive BWNU benefit depends on the length of service and age:
- (a) 2 years for service of at least 7 years and 45-49;
 - (b) 3 years for service of at least 7 years and an age of at least 50 years; or
 - (c) until the state pension age in case of at least 12 years of service and when the state pension age is reached within 10 years.



- 5.6 If a Suitable Position becomes available after the end of employment, VU will employ the former Employee who receives an Unemployment Benefit, a supplementary benefit, a repair benefit or a connecting benefit by virtue of his employment with VU, in accordance with Article 9(3) BWNU. The ex-Employee who receives an Unemployment Benefit, a supplementary benefit, a reparation benefit or a connecting benefit is obliged to accept this Fitting Position.
- 5.7 Until no later than two years after the dismissal date, the former Employee - to the extent he unemployed - will be informed about vacancies within the VU at his request. He will be considered an internal candidate for these vacancies (Article 9.14(4)).
- 5.8 The ex-Employee who is entitled to an unemployment benefit, a supplementary benefit, a reparation benefit or a connecting benefit and who accepts new employment with another employer with a salary lower than the supplementary wage, is entitled to a supplement up to 100% of the supplementary wage from the employment with the VU from which he became unemployed (art. 13, paragraph 1 BWNU).

Part C: Place-makers scheme Chapter

1: Place-makers scheme Scope of application

- 1.1 An Employee whose place of work does not expire is eligible for the Place-maker Scheme, if they meet (all) of the following conditions:
 - (a) that the Employee belongs to a group of interchangeable positions where jobs have been eliminated;
 - (b) that room is made for a Reassignment Candidate from that group, such that the Reassignment Candidate retains his job as a result;
 - (c) That there is an equivalent situation, such as a similar contract (fixed-term/indefinite) and similar scope of work;
 - (d) that this does not lead to higher costs for the Employer, e.g. due to higher/longer WW and/or BWNU entitlements and/or problems regarding the performance of the work that (must) be continued;
 - (e) That the Employee is willing to resign himself or a VSO;
 - (f) That the Reassignment Candidate whose job is lost agrees; and
 - (g) That the Employer does not reject the request on the grounds of compelling business interests.

The procedure

- 1.2 The Employee may request to make use of the Placemaker Scheme no later than 4 weeks after another, redundant Employee has received the Notice of Reassignment. The Employee shall submit this request in writing to his superior.
- 1.3 The supervisor assesses whether the Employee the conditions. If , a meeting between the place-maker and the Mobility Centre follows to go through the conditions, including calculations.

Reimbursement

- 1.4 The Placer may claim the Mobility Premium applicable in the event of voluntary departure (Article 9.9 of the Collective Labour Agreement), on the understanding that, in principle, the Mobility Premium may not exceed the compensation to which the Employee for whom he is making way was entitled on the basis of this Social Plan.
- 1.5 If the place-maker who claims the Mobility Premium and also uses the ABP elective pension, an RVU test must be carried out prior to granting the premium. The premium is capped at the amount that can be given without risk of RVU levy.

Glossary & Abbreviations

Social Plan Advisory Committee: the committee set up by the Executive Board with the task advising, at the request of the (former) employee or VU University, on application of this social plan and other individual consequences of the reorganisation.

Guidance plan: the written record of the Reassignment Candidate's situation, the Reassignment Candidate's wishes and capabilities and the agreements made regarding reassignment.

CBA: The Collective Labour Agreement of Dutch Universities

CvB: Executive Board of the Free University of Amsterdam

Employment contract: an employment contract with VU University Amsterdam (Article 1.1(1) under g of the CAO).

Reassignment policy: the policy rules for the reintegration of (among others) employees threatened with dismissal of the Vrije Universiteit Amsterdam.

Reassignment Study: the efforts by the Mobility Centre and the Reassignment Candidate aimed at finding an (internal or external) Suitable position for the Reassignment Candidate whose job is to be . The Reassignment Study takes place during the dismissal protection period and the notice period.

Reassignment Candidate: the Employee who has received (in writing) notice that he has been designated as a Reassignment Candidate and is thereby threatened with dismissal (Article 9.10, paragraph 2 of the Collective Labour Agreement).

Local Consultation (LO): the consultation between the Vrije Universiteit Amsterdam and the employees' organisations (Article 1.1 paragraph 1 under j of the CAO).

Mobility Centre: The Mobility Centre is an independent (project) organisation within HRMAM. It provides support to employees in the context of voluntary mobility and is the formal employer of the Reassignment Candidate after transfer to the Mobility Centre. The Mobility Centre applies the Reassignment Policy and Social Plan and assists Reassignment Candidates with the Reassignment Examination.

Term of dismissal protection: the term within which the Vrije Universiteit Amsterdam may not terminate the employment contract with a Reemployment Candidate due to reorganisation by giving notice.

OR: works council of VU University Amsterdam

Organisational change: a change in the organisation whereby no right of advice of the Works Council applies pursuant to section 25, subsection 1, parts a to f of the Works Councils Act, but whereby jobs are lost.

Staff Plan: the Staff Plan describes, based on the (Re)Organisation Plan, the legal status consequences for individual Employees (Article 9.5 CBA).

Reorganisation: a major organisational change, as referred to in Article 25(1)(a) to (f) of the Works Councils Act, affecting the VU or a significant part thereof, in which compulsory redundancies are envisaged (Article 9.1 CAO).

Reorganisation plan: the plan referred to in Article 9.5 of the collective labour agreement in which the intended change of the organisation is accurately described.

Salary: the amount per month determined for the employee on the basis of the salary tables in paragraph 4 of Appendix A of the collective agreement. (Article 1.1 paragraph 1 under m of the collective agreement)

Transition allowance: Article 7:673 of the Civil Code stipulates that the Employee whose employment contract is terminated on the initiative of the employer due to business economic circumstances is entitled to a Transition allowance. The compensation is intended on the one hand to compensate for the dismissal and on the other hand to facilitate the transition to other paid work. For the calculation of the Transition Compensation, see the explanation in Chapter 4.

Interchangeable functions: functions that are comparable as far as the content of the function, the knowledge, skills and competences required for the function, the temporary or structural nature of the function, the level of the function and the remuneration associated with the function are concerned. These factors are assessed in relation to each other.

UWV: Employee Insurance Administration Agency

Settlement Agreement (VSO): an agreement within the meaning of Section 7:900 of the Civil Code in which an employer and employee mutually agree on the termination of the employee's employment.

VU: the Free University of Amsterdam

Employer: The unit (business location) of the VU where the Employee is actually employed.

Employee: the person who has an employment contract with the VU. Where this social plan refers to "he", "Employee" and "his", "she", "Employee" and "her" or "those", "them", or "their" should also be read as a matter of course.