

Questions from LO members regarding Social Plan.

(Replies VU dated 13-02-2025)

Social Plan vote: if union members vote against this social plan, may VU lay off employees as part of a reorganization or organizational change as long as there is no new social plan?

A vote against the Social Plan may well delay the process. However, delaying measures that are badly needed as part of the readjustment process is expected to result in more far-reaching measures for employees. Moreover, delay will leave employees in uncertainty for longer. Both are not desirable. A vote against the plan purely on strategic grounds is not obvious. Besides the negative consequences mentioned above, there is therefore no basis for returning to the negotiating table.

Response time - 2.1 SP

Why is it (only) 10 calendar days?

Before a (final) decision is taken on an intended reorganization or organizational change - and therefore on the Staff Plan - the employees concerned are given the opportunity to comment on what is stated in the Staff Plan with respect to them. The reaction, therefore, focuses mainly on the factual data the employer has assumed and the consequences for them personally. The VU assumes that a period of 10 calendar days is sufficient for this purpose.

Can the deadline go to 14 calendar days?

VU is open to this with the unions.

In any case, can it be clarified in advance when this conversation will take place and the deadline will begin?

The discussion takes place as soon as possible after the draft reorganization plan and the draft personnel plan are ready and the employee participation body is involved. The exact planning for this is tailored to each section where a reorganization is underway. In general, it cannot be determined (in the Social Plan) that and when employees can be informed earlier than that moment. Relevant employees will be informed when the reorganization plan is presented for decision.

When does the Mobility Center start and how can we it?

Information on this will follow before the end of this month.

How does BWNU work? Is that an extension benefit after your unemployment or do you have to have a job to be entitled to BWNU?

The BWNU offers:

- A supplement to WW benefit for salaries above € 6,249.40 gross per month
- A repair benefit due to the reduction of the WW duration
- A subsequent benefit, dependent on length of service and age.

In each individual situation it will have to be seen whether there is an entitlement and, if so, for how long. This cannot be said in general terms. Much information about the BWNU including flowcharts that clarify whether an employee is eligible for a benefit can be found on the website of the Universities of the Netherlands (UNL).

2.12: what is end of employment? Is that after dismissal protection period and then after notice period?

That's right. Employment does not end until the dismissal protection period and the notice period have passed.

Does everyone who becomes a Reemployment Candidate have to sign a Settlement Agreement?

A settlement agreement (VSO) will be presented to each Reemployment Candidate (for whom a suitable position has not yet been found) by the end of the layoff period. *Note: the reemployment study continues until the end of the notice period.* It is up to the employee whether to sign the VSO. If it is clear that the employee does not sign, the employer will request a dismissal permit from the UWV. The employee will then not be entitled to the signing bonus.

Why are there no (hard) deadlines in it for the employer, only for the employee? Why not set hard deadlines for when it must be known at the latest who is a redeployment candidate and then link the deadlines for employees to that?

The Social Plan is there to deal with the social consequences of dismissal due to reorganization/organizational change. The process as described in the Social Plan starts with the obligation under the CAO to give an employee the opportunity to respond to the Staffing Plan (art. 9.7 CAO). A deadline for the employer, for example, is that it must have discussed or submitted an Individual Guidance Plan with the employee within 4 weeks of his designation as a Reassignment Candidate.

RVU:

Why now all of a sudden a possibility for RVU?

Article 6.12a of the collective bargaining agreement already mentions the possibility of making such an arrangement. The health of the employee is to this. If the employee has been employed for at least 6 years, a customized arrangement can be made within the legal and fiscal conditions. In the Social Plan (at the request of the employee associations) the arrangement for a broader target group has been agreed and also that the amount will always be the maximum fiscally permissible amount (the threshold exemption). A request can only be refused due to compelling business interests.

Are you allowed to work/provide supplemental income in addition?

The starting point is indeed that the employee does not generate any other income. If the employee does generate other income, this may be grounds for agreeing on a lower amount, refusing the arrangement or withdrawing it.

In other words, can you then generate sufficient income only by partially bringing forward your retirement?

This is one possibility, but not the only one. Employees who advantage of this arrangement sometimes have reduced expenses as of a certain point, sufficient savings to supplement their income or a partner who supplements the income.

Why only sign up for RVU until Nov. 15, 2025 at the latest; surely social plan runs until the end of 2027?

The RVU scheme (basically the fiscal RVU exemption) runs until the end of 2025. This means that an application must be honored and administratively processed in 2025. Hence, the application deadline has been set to November 15, 2025.

What does the RVU threshold exemption mean?

That is the amount that is exempt from a final tax levy of 52%. If the to be distributed exceeds the threshold exemption, VU would have to pay an additional 52% tax (final levy) on that portion.

Retirement: when and where can you apply if you want to find out what early retirement means for you?

A lot of personal information can be found on mijnABP.nl.

What about your pension accrual if you quit early? Can you deposit that yourself with the ABP?

You can find almost all information about this on myABP.nl.

In what ways does this plan differ (does VU do anything extra) from the collective bargaining agreement?

The collective bargaining agreement already includes various measures to provide employees with a financial safety net, such as the transition compensation and the Extraordinary Benefits based on the BWNU. Therefore, the Social Plan focused on measures aimed at helping employees find another job as soon as possible.

A version of the Social Plan has been made available to employee associations that indicates by color difference which agreements go beyond the law/CBA. These :

- Wider application of RVU scheme
- Mobility center where the direction lies for implementation of social plan
- Social Plan Advisory Committee to which disputes may be referred
- Retain salary scale when reassigned to other suitable position
- Budget for outplacement (€5,000 including VAT)
- Reimbursement of legal expenses (€750 including VAT)
- Signing bonus (½ month's salary)
- Voluntary departure scheme (with entitlement to the Mobility Bonus)

How is a vacation accrual/multiple year savings handled? (If number of vacation days > layoff protection) what happens to the remaining vacation days; defer termination date?

Vacations are preferably taken before the end of employment. If this proves impossible, this does not in principle lead to a postponement of the termination date. Vacations that cannot be taken during employment will be paid out.

3.4 For the calculation of a mobility premium, provide a direct link to Appendix K.

The link will be added.

Can you partially in the process?

No, partial dismissal is not in principle.

3.7 Is seeking legal advice tied to a specific time period?

The budget is normally used for advice on signing the VSO, but can spent as long as the employee is a Reemployment Candidate.

4.3 When does the (notional) notice period ? At date of agreement VSO?

The (fictitious) term of notice starts from the first day of the month following the moment agreement is reached on the VSO. This is a fictitious term of notice because there is no actual termination (there is a termination by mutual agreement) but the term of notice is taken into account when determining the end date.

When is there a Mobility Premium and when a Transition Payment? Mobility Premium: If an employee, after being designated as a Reemployment Candidate, terminates by himself, he is entitled to the Mobility Premium.

Transition Compensation: If the employment contract is terminated through a VSO or through the UWV, the employee is entitled to a Transition Compensation, provided he does not claim a BWNU benefit (Art. 8.5 CAO).

Calculation is by last earned salary? How is this paid out? All at once/per month?

The Mobility Premium and the Transition Compensation are calculated the basis of the last earned salary and paid as a lump sum.

5.5 Please adjust the colors in the figure/ legend so that they match.

We will do so with the next version on vu.co.uk.

If you start receiving unemployment benefits as a part-timer (e.g., 0.6 fte), are you allowed to take a job (for up to 0.4 fte) for the remainder without affecting benefits?

Income generally affects the amount of the benefit. There is a lot of information about this on the UWV website.

What exactly is the procedural timeline and when does it start; in this case for AW? Is the starting point the BoE's proposed decision or the final decision? Could you express these things in a graphic overview or table?

This is a question that cannot be answered in this , the explanation of the Social Plan.

2.24 Retaining scale at job that less?

Yes; the workers' unions have committed to scale retention, i.e., no reduction in 5 years, but retention of 100% salary.

2.10 If there is temporary other work, does it have a suspensive effect on the termination date?

The work referred to in Article 2.10 of the Social has no suspensive effect on the end date. The employer may possibly assign temporary work that enables the employee improve the labor market position. Customization will be considered as much as possible.

If a temporary, suitable position is found, as referred to in Article 2.21 (minimum 6, maximum 12 months), this does suspend the end date.