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**Publiek Belang**



# Redundancy Package

## Sector

**Production and Supply Companies Employers’  
Association for Energy, Cable & Radio  
communications, Waste & Environment (Dutch:  
*Werkgeversvereniging voor energie, kabel &  
telecom, afval & milieu*, hereinafter “WENB”)**

**1 November 2018 through 31 December 2021**



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## 1. About this Redundancy Package

This redundancy package was agreed upon between Employers' Association WENB, with its registered office in Arnhem, on behalf of the employers on the one hand and FNV Publiek Belang, with its registered office in Utrecht, and CNV Publieke Diensten, part of CNV Connectief, with its registered office in Utrecht, each on behalf of the employees on the other hand.

This redundancy package regulates the social consequences arising from reorganisations at companies operating in the Production and Supply sector that are members of employers' organisation WENB and are own-risk bearer for the Unemployment Insurance Act. The redundancy package applies to reorganisations for which a request for a recommendation was submitted to the works council in the period 01 November 2018 through 31 December 2021 in conformity with article 25(1) under c, d, e or f of the Works Councils Act.

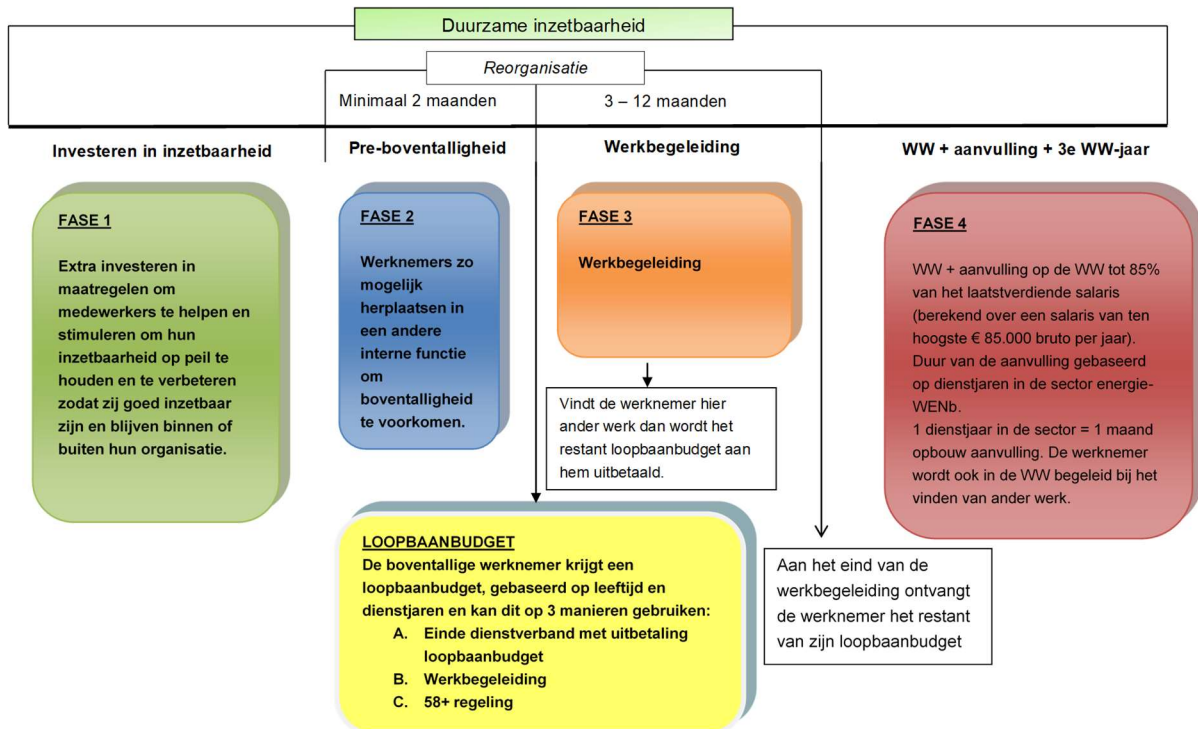
The parties share the vision that this redundancy package serves as a safety net and that first and foremost, redundancy and unemployment must be prevented as much as possible through measures aimed at improving the employee's versatility. It is of importance that everyone in the organisation realizes that the current work method with associated tasks has no 'fixed' character. It is important that both employer and employee prepare themselves before the intention for an organizational change is expressed. By constantly developing themselves, and by investing in their own sustainable employability, employees remain 'in position' in respect to the changing labour market requirements within their own company or outside thereof. It is important that the employer facilitates and supports the employee in this context. In addition, strategic staff planning is also important in order to see any developments in the near future. In the CLA PLb 2015-2018, the parties made arrangements in this respect.

The basic principle of the redundancy package is "job-to-job counselling". The employees' perspective comes first. If the employee does not succeed in finding alternative employment, there is always a financial safety net in the form of a compensation for loss of income. In addition to the option for job counselling, the redundancy package provides an alternative for employees who have the prospect of a new position, or who estimate that they will find such a position in the short term without the employer's counselling or who otherwise do not have a need for counselling. This group of employees may choose to terminate the employment contract themselves. Under these circumstances, the employee waives an Unemployment Benefit, Sickness Benefit (if the employee is unfit for work at the time of termination) or entitlement pursuant to article 9.2 of the CLA PLb. The employee is in fact entitled to the career budget, which is paid to him in the form of a severance payment.

The redundancy package distinguishes a few phases prior to and during a reorganisation, which look as follows:



## Sociaal plan 'van werk naar werk' sector PLb



During the entire process, the focus must be on the improvement of the sustainable employability of employees.

In line with this, phase 1 concerns all measures taken during the employment in order to improve the employability of employees and to prevent redundancy and unemployment as much as possible, such as providing training, coaching, career scans, career counselling and the personal development budget.

Phases 2 through 4 concern, the consequences of, a reorganisation. The redundancy package pertains and applies to these phases. The redundancy package does not apply to phase 1.

Phase 2 is the pre-redundancy phase. By implementing this phase, the employee is informed of his possible redundancy in a timely manner. This allows the employer and the employee to jointly and actively look for possibilities for reassignment in order to prevent redundancy from arising. In addition, the employee uses this period to think about the options that are available to him if he becomes redundant.

In phase 3 the employee is redundant (no possibility for reassignment has been found) and a career budget will be made available to him. The employee may use this career budget in various ways, in which he/she may choose between (external) professional job-to-job counselling and a direct termination of the employment contract in case of which he receives a lump sum severance payment. If the employee chooses for job counselling and if the employee finds alternative employment, the surplus of the career budget will be paid as severance payment, for instance as a supplement to a lower salary that may be earned elsewhere. In that case, the employee is not entitled to an unemployment benefit or supplement to the unemployment benefit. There is also a special facility to



properly guide redundant employees aged 58 and older to the multi-option pension scheme. If sufficient, they can use the career budget to bridge the period up to the part-time multi-option pension scheme, in which case they receive salary, continue to accrue pension, are exempted from job-to-job counselling and retain their rights to pre-pension and life-course savings.

Phase 4 is the safety net for the employee who does not find alternative employment during the job counselling period. In the unlikely case that the employee has not succeeded in finding alternative employment at the end of the job counselling period, the remainder of the career budget is paid to him/her in the form of a gross severance payment. This amount can be used by the employee as a supplement to a possible lower salary earned elsewhere. If the employee claims an unemployment benefit under the Unemployment Benefits Act, such is supplemented and possibly extended pursuant to article 9.2 of the CLA. In addition, the employee continues to receive job counselling during the period that he is entitled to an unemployment benefit.

The definitions referred to below under 2 apply to the abovementioned text.

## 2. Definitions

### **Reflection principle**

The reflection principle laid down in article 11 et seq. of the Redundancy Scheme and set out in more detail in the Employee Insurance Agency's (hereinafter "UWV") Implementing Regulations of Dismissal on commercial grounds. The principle of reflection is continuously applied within the business location.

### **Business location**

The business location as defined in article 1 et seq. of the Redundancy Scheme and set out in more detail in the UWV's Implementing Regulations of Dismissal on commercial grounds.

### **Redundant**

The employee becomes redundant as from the date that his job becomes redundant as a consequence of a reorganisation at the employer. The employer informs the employee of the redundancy orally and in writing.

### **Collective Labour Agreement (hereinafter "CLA") PLb**

The CLA PLb 2018-2020

### **Years of service**

The years immediately preceding the redundancy of the job held by employee at the employer and its legal predecessors based on an employment contract, and the period of consecutive employment practice in conformity with the law.

### **Career budget**



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The gross budget that is made available to the employee when he becomes redundant and that the employee may use based on chapters 4.8, 5, 6 and 7 of the redundancy package.

### **Unchanged, changed, new position**

An unchanged position is a position of which the range of duties and the required competences have not significantly changed after the reorganisation. In fact, this concerns an interchangeable position within the meaning of article 13 of the Redundancy Scheme. In case of a changed or new position, such a change does exist and the old position will become redundant as a result of the reorganisation. In a company scheme, the definitions “unchanged”, “changed” and “new position” may be explained in more detail.

### **Parties**

The parties that have signed the redundancy package, being the employers' association WENB on the one hand and the trade unions FNV Publiek Belang [Dutch Trade Union Confederation Public Interest] and CNV Publieke Diensten [Christian Trade Union for Public Sector Personnel] on the other hand.

### **Suitable position**

A suitable position is a vacant position within the organisation of the employer or the group of which the employer is part, which links up with the employee's training, experience and capacities. This position is not classified lower than two salary scales than the position the employee held immediately prior to the redundancy.

### **Reorganisation**

An adjustment of the organisation within the meaning of article 25(1) under c, d, e and f of the Works Councils Act.

### **Assessment for early retirement scheme**

On top of the normal taxation on the termination arrangement, the tax authorities impose an additional tax assessment of 52% on redundancy schemes resembling an early retirement scheme. This additional tax assessment must be paid by the employer. A qualitative test was introduced in order to assess whether or not the redundancy scheme would be construed as an early retirement scheme. The employer is always entitled to assess in advance whether a redundancy scheme complies with the tax rules.

### **(Monthly) salary**

The gross salary in conformity with the term ‘salary’ in the CLA PLb, plus the year-end bonus pursuant to article 5.5 CLA PLb.

### **(Sector-wide) Redundancy Package**

This document.

### **Transitional compensation**

The transitional compensation pursuant to article 7:673 of the Dutch Civil Code.

**Trade unions**

The trade unions to this redundancy package, being FNV Publiek Belang and CNV Publieke Diensten.

**Right to pre-pension and life-course savings**

Employees who participate in the ABP (the participants) and who were born after 1949 receive additional ABP Multi-Option Pension over the years of service prior to 2006 if they continue to accrue pension with ABP uninterruptedly or if they retire from an employment at an employer affiliated with ABP prior to that date. This right to pre-pension and life-course savings is also referred to as “conditional pension”.

**Work counselling period**

The period during which the employee receives counselling by the employer or by a third party engaged by the employer in finding alternative employment. This period commences from the moment that the employee becomes redundant and lasts a minimum of 3 and a maximum of 12 months (phase 3). The duration of the job counselling period is determined individually for each employee. In this context, see article 6.2 of the redundancy package.

**Employer**

The term ‘employer’ as defined in the CLA PLb, who is also own-risk bearer under the Unemployment Insurance Act.

**Employee**

The term employee<sup>1</sup> as defined in the CLA PLb.

### **3. General provisions**

#### **3.1. Duration**

This redundancy package runs from 01 November 2018 up to 31 December 2021. The redundancy package ends by operation of law without prior termination by either of the parties being required.

On maturity, parties will evaluate the effect of the redundancy package.

#### **3.2 Transitional Provision**

Existing redundancy packages that have been agreed before 1 January 2016 and which apply during the term of the sector-wide redundancy package remain applicable. The existing redundancy package ends on the end date stated therein. If the end date is prior to 31 December 2021, the sector-wide redundancy package enters into effect subsequent to the end date. Commitments made on the applicability of old redundancy packages before 1 January 2016 are honoured. There cannot be any cumulation of redundancy packages whatsoever.

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<sup>1</sup> Where this document refers to “he”, not only the male but also the female employee is referred to.





### **3.3 Scope of application**

The redundancy package applies to the employee with an employment contract for an indefinite period of time whose job becomes redundant due to a reorganisation, company closure or decline in work. The redundancy package applies to the employee with an employment contract for a definite period of time whose job becomes redundant due to a reorganisation, company closure or decline in work, however, only if said employment contract is terminated prematurely for that reason. The redundancy package does not apply if the employment contract is terminated for a reason other than a reorganisation, company closure or decline in work. The redundancy package does not apply in case of outsourcing and/or sale of business activities or business units. These sort of processes require tailor-made work. In such situations, the parties shall enter into consultations about specific transitional measures.

The employer and the trade unions can, if they consider such necessary in view of the circumstances, conclude tailor-made agreements. This is conditional upon both the employer and the trade unions agreeing that there are exceptional circumstances that justify the said tailor-made agreements.

Rights and obligations arising from the redundancy package also remain in force after the term of the redundancy package has expired so that cumulation cannot occur with possible subsequent redundancy packages. Otherwise, the redundancy package does not remain in force.

The redundancy package is registered as a collective labour agreement.

### **3.4 Amendments**

When special circumstances occur during the term of the redundancy package which according to one of the parties are reason to renegotiate elements from the redundancy package, the parties will consult about this. The special circumstances can be of a social or economic nature.

### **3.5 Hardship Clause**

In exceptional cases which, in the employer's opinion, whether or not after consulting a possible review committee on a company level previously established for that purpose, the redundancy package does not or insufficiently provides for, the employer can decide to conclude an individually suitable arrangement that deviates from the redundancy package in favour of the employee.

## **4. Procedure in case of and after redundancy**

### **4.1 Supervisory Committee**

The employer can establish a committee, consisting of at least one representative of the employer and at least one representative of the works council, that supervises a careful execution of the (re)placement process in conformity with the redundancy package.



## 4.2 Placement in case of reorganisation

The employer establishes which positions will become redundant in the context of a reorganisation and which positions are maintained. This occurs at the level of the business location.

If, in the event of a reorganisation within the relevant business location, a position returns unchanged in the new staff establishment, employees are placed in the unchanged position according to the 'person follows work' principle.

If there is a shrinkage of the number of jobs within an (interchangeable) position within the relevant business location as a result of a reorganisation, whose jobs will become redundant will be established with the application of the reflection principle.

## 4.3 Pre-redundancy

If the employee's job becomes redundant, this is communicated to the employee in a personal conversation which will subsequently be confirmed to the employee in writing.

There is always a pre-redundancy period (phase 2) of at least two months between the moment on which the forthcoming redundancy of the job (the forthcoming redundancy) is confirmed to the employee in writing and the redundancy date. The employee becomes redundant on the date his job becomes redundant. If the employee is reassigned to a suitable position during the pre-redundancy period, he does not become redundant.

The employer informs the employee of his entitlements under this redundancy package. No later than one month prior to the end of the pre-redundancy period, the employer will provide the employee with, at least, the following information:

- Settlement agreements - or draft or sample settlement agreements - with regard to options A, B and, if applicable, option C;
- Information with regard to the amount of the career budget and the employee's entitlements in case of options A, B and, if applicable, option C, which in any case includes the amount of the severance payment in case of option A, the duration of the job counselling and the amount and term of the supplement to the Unemployment Benefit in case of option B and, if applicable, the duration of the extension in case of option C.

After having received the aforementioned documents, the employee is given a term to be set by the employer of at least two weeks to make a final choice between option A, B or C based on chapter 5, 6 and 7 of the redundancy package. The employee makes his choice by returning the settlement agreement, which he received from his employer, signed and no later than on the last day within the aforementioned term as well as accompanied by a signed letter of termination in case of option A. If the employee fails to provide the aforementioned information in a timely manner, the pre-redundancy phase is extended to the moment that the information is still provided to the employer and the abovementioned terms have been observed.

If the employee does not make a choice, or does not do so in time, it will be assumed that the employee does not wish to make use of the redundancy package and the career budget. The employer will then submit an application for dismissal with UWV. In this case, the employee can no longer claim the entitlements included in this redundancy package.



The employer is free to make an arrangement, within his company and with the works council, on how to deal with the situation that the employee is unfit for work when he has to make the aforementioned choice.

#### **4.4 Suitable reassignment**

The employer aims to offer the (pre-) redundant employee a suitable position and in doing so the employee will be retained for the company. Immediately after the employee has been orally informed that his job becomes redundant, the employer and the employee will assess whether a suitable position is available, or will become available within a reasonable term, for the employee.

If the reorganisation leads to a new or changed position in the new staff establishment, employees are selected by means of a careful selection procedure laid down by the employer and on the basis of whether the employee is sufficiently qualified. Training can play a role in this. If the employee is sufficiently qualified, the (pre-) redundant employee has priority over internal or external other job applicants. A changed or new position could be a suitable position.

If a suitable position is available, the employee whose job becomes redundant qualifies for this suitable position with priority, unless there are compelling reasons for the employee to waive this. These compelling reasons can be of a social, economic, operational or organisational nature. In a company scheme, the company may deviate from this priority rule in case of redundancy.

If the (pre-) redundant employee is offered a suitable position, he is obliged to accept this. On refusal of a suitable position, the entitlements under this redundancy package will lapse. The employer will subsequently terminate the employment.

When a position is available that is not suitable or interchangeable, the employee may be reassigned in this position voluntarily. In that case, employer and employee make arrangements in respect of the associated employment conditions.

#### **4.5 Exemption from work**

During the pre-redundancy period the employee completes his activities and hands over tasks if necessary. In consultation with the employer, the employee is given ample opportunity to look for a different internal or external position during working hours. From the moment the employee becomes redundant, he is in principle exempted from carrying out his activities.

This is different if temporary activities are available at the employer, in respect of which applies that the performance thereof can be reasonably expected from the employee. If the employee is used for these activities, the pre-redundancy period or job counselling are suspended as a rule.

However, if there are temporary activities which contribute to the finding of a different internal or external position, or which are otherwise exclusively offered in view of the development of the employee, these activities have no suspensive effect.

#### **4.6. Employment conditions during redundancy**

The redundant employee retains his salary and other employment conditions, subject to the exceptions referred to below.



Employees who are employed based on a performance-based contract pursuant to article 1.6 CLA PLb are not entitled to a (performance) bonus as of the redundancy date.

Expense allowances, such as commuting allowances are not due and payable during this period. Travel expenses for the benefit of job applications, as well as activities in the context of the job counselling process are reimbursed in conformity with the employer's company scheme.

#### **4.6.1 Returning business property**

No later than on the last working day prior to the redundancy date, the employee will return any property and/or documents made available to him in the context of the employment contract to the employer in good condition, unless any deviating agreements were made to this end with the employer. This includes all data, including copies, with regard to the employer's organisation, such as offers, customer lists and the like, whether or not contained on data carriers. The same goes for the annual public transport pass, access pass, credit card etc.

The redundant employee may continue to use his laptop and work phone for the purpose of his job application activities. The employer has the right to refuse the employee access to e-mail and Intranet.

#### **4.6.2 Returning lease car**

No later than on the last working day prior to the redundancy date, the employee will return the car, or lease car, that was possibly made available to him in the context of the employment contract, unless any other agreements were made in this regard. In addition to the lease car, the employee returns the keys and vehicle registration papers and any other accompanying documents and things. Any penalties associated with the early return of the lease car will not be recovered from the employee.

#### **4.7 Amendment of the employment conditions in case of suitable reassignment**

On the suitable reassigning of the employee within the employer's organisation, salary classification takes place based on the job evaluation system and the salary table applicable with the employer. As of the date on which the employee commences with the new position, only the employment conditions that belong to the new position apply, with the exception of the following provisions.

If the employee will carry out a position with a salary lower than his current salary, he is eligible for a supplement to the new, lower salary for a period of 24 months. The supplement is phased out up to the maximum of the salary scale associated with the suitable position:

- The first 6 months, the employee receives a supplement up to 100% of his last-earned salary;
- After 6 to 12 months, the employee receives a supplement up to 75% of the difference between his last-earned salary and the new salary;
- After 12 to 18 months, the employee receives a supplement up to 50% of the difference between his last-earned salary and the new salary;
- After 18 to 24 months, the employee receives a supplement up to 25% of the difference between his last-earned salary and the new salary;
- After 24 months, the employee no longer receives a supplement. He will then receive the salary in line with the new position.

During the term of the redundancy package, phasing out of the salary in conformity with the above is possible up to a maximum of two salary scales.



If the employee was previously involved in a reorganisation at the employer and he was awarded a guaranteed salary or guaranteed allowance at the time based on the then applicable redundancy package, this guaranteed salary or this guaranteed allowance will not be affected by the phasing out described in this article.

The phasing-out scheme referred to above does not apply to the monetary compensation for shift work. If there is no compensation for shift work in the new position, or if the compensation is lower, the phasing-out scheme laid down in articles 3.8.6 and 3.8.7 CLA PLb applies.

If the company CLA includes a phasing-out scheme for the fee for duty and breakdown service, the phasing-out scheme of the company CLA applies with respect to this compensation, instead of the abovementioned phasing-out scheme.

The situation does not change for the employee who is entitled to a lease car, and who, based on the employment conditions of his new position, could still be entitled to a lease car. If the employee is no longer entitled to a lease car, or to any other category of lease car, based on the employment conditions belonging to the new position, his right to a lease car and to his original category of lease car will immediately lapse the moment he starts carrying out activities in the suitable position, unless the employer has provided otherwise in this regard within his company scheme, in which case the company scheme applies.

If, as a result of a reorganisation, there is a change of work location, the travel expense allowance will be adjusted in conformity with the company scheme applicable at that time.

In case of a change of work location the most limited increase of commuting travelling distance is strived for. In principle, a maximum one-way travelling time of 1.5 hours per day is in place or as the case may be an average of 15 hours per week on a full-time basis. For employees who work a maximum of 4 hours per day, a maximum one-way travelling time of 1 hour applies, or as the case may be an average per week of no more than 1 hour per working day. Working in a manner that is independent of time and location may result in a flexible implementation of the foregoing maxima. In all cases, the most effective manner of transport is assumed.

#### **4.8 Redundancy and career budget**

If the employee cannot be reassigned to another suitable position, he becomes redundant on the date that his job becomes redundant. In that case, the employee will have a career budget at his disposal. The amount of the career budget is calculated based on years of service, age and salary and it is the outcome of the following formula:

$$\text{Career budget} = D \times S \times 1.5$$

*D = number of weighted years of service*

The total number of years of service is weighted as follows:

- Up to 10 years of service, arithmetically rounded to whole years, each year of service counts as 1/3.

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- All years of service exceeding 10, arithmetically rounded to whole years, count for 1/2

#### 50+ scheme

If the employee is 50 years of age or older on the redundancy date and the employment contract has lasted at least 120 months, each year of service, arithmetically rounded to whole years, that the employee has been in the employer's employment after reaching the age of 50, counts as 1.

For the calculation of the number of service years and the age of the employee, the reference date is the date on which the employee becomes redundant.

For the determination of the number of years of service, months during which the employee's average number of working hours did not exceed twelve hours a week until reaching the age of eighteen are disregarded.

For the determination of the number of years of service furthermore applies that one or more previous employment contracts between the employer and employee which followed one another with an interruption of no more than six months, are added up as one consecutive period. Consecutive employment contracts prior to 1 July 2015 are only added up insofar as the interruption is no longer than 3 months. The interruption itself is not included in the calculation of the years of service. The same applies for consecutive employment practice within the meaning of the law.

**S = the monthly salary, applicable on the day on which the employee becomes redundant.**

The total career budget (the outcome of the formula  $D \times S \times 1.5$ ) will never be more than 24 monthly salaries.

The total career budget will never exceed the number of monthly salaries the employee would have received from the commencement date of the redundancy up to the date on which he reaches the pensionable age.

The total career budget will never exceed the total number of monthly salaries the employee would have received if the employment had ended by operation of law, but amounts to at least the statutory transitional compensation, insofar as the employee is entitled to it pursuant to the law.

#### **4.8.1 Choices career budget: Options A, B and C**

The employee can make his own choices in spending his career budget. There are two options that apply to everyone and there is one additional option for employees aged 58 and older:

**Option A:** The employee himself resigns without any entitlements to an Unemployment Benefit, Sickness Benefit or entitlements under article 7.2 of the CLA PLb. The career budget is paid to the employee as gross severance payment. The agreements are laid down in a settlement agreement. For a further explanation, see chapter 5 of the redundancy package;

**Option B:** Job counselling. The employee opts for counselling by the employer, or by a third party engaged by the employer, to alternative employment. The employer and the employee conclude a settlement agreement, in which they make arrangements with regard to the job counselling and the



termination of the employment contract. For a further explanation, see chapter 6 of the redundancy package;

**Option C:** Pre-pension and life-course savings scheme for employees aged 58 or older on the redundancy date. The employee stays employed and is exempted from work until the end of his employment. The employer and the employee conclude a settlement agreement. Subsequently, the employee retires. This way, the conditional pension is secured. Whether the employee may use this scheme depends on his age, his pension date and the amount of his career budget. The application of this scheme is conditional upon the employee retiring with the multi-option pension at the first possible moment. For a further explanation, see chapter 7 of the redundancy package.

#### **4.8.2 Individual termination arrangement**

If the employee agreed on an individual termination arrangement in his employment contract, the employee may opt for this individual arrangement. In that case, this arrangement replaces the options from the redundancy package and the career budget. The employee has until no later than the last day of the pre-redundancy period to choose between the redundancy package and the individual termination arrangement. If a choice is not made, or not in time, the entitlements lapse based on the redundancy package and the employment contract is terminated in the shortest possible term.

#### **4.9 Redundant Employee Replacement Scheme**

If the employee wants to leave voluntarily to make way for a redundant colleague in an interchangeable position, the employee who makes way may be eligible for a severance payment upon departure with the employer's consent. The employee who makes way receives the compensation of the originally redundant employee in case of option A (the career budget), in which case the amount does not exceed the career budget that the employee who makes way would have received if he himself had become redundant. The arrangement is implemented only if the tax department does not consider it to be an early retirement scheme. For this purpose, an assessment for taking early retirement will take place prior to the application of the redundant employee replacement scheme, from which it follows that no additional tax assessment is imposed on the employer, unless the employer chooses not to carry out the assessment.

The employee who uses the redundant employee replacement scheme cannot invoke article 9.2 of the CLA PLb, a benefit based on the Unemployment Benefits Act or the Sickness Benefits Act. If the employee who makes way for a redundant colleague still applies for and is awarded an Unemployment Benefit at the UWV, the employer will fully reclaim the severance payment paid. In that case this is deemed to have been paid in error. This claim is immediately due and payable.

### **5. Option A: Immediate termination of the employment contract**

When do you choose option A?

You decide whether you choose option A, B or (if applicable) C. It is your career budget and your





future. The reasons to choose option A may be diverse, for example, because you have already found a job or you expect to find one soon on your own means as a result of which you do not need Unemployment Benefits. It may also be the case that you want to use your career budget for a purpose other than job counselling.

### 5.1 How does option A work?

The employee who chooses option A resigns himself and leaves the employer's employment immediately after the end of the pre-redundancy period. Consequently, the employee waives job counselling. The entire career budget is paid to the employee as gross severance payment. The resignation is formalised by means of a termination letter of the employee and the agreements regarding the career budget are laid down in a settlement agreement.

The employee who chooses option A waives his possible entitlements under article 9.2 of the CLA PLb, an Unemployment Benefit or a Sickness Benefit. If the employee still applies for and is awarded an Unemployment Benefit at the UWV, the employer will fully reclaim the severance payment paid. In that case this is deemed to have been paid in error. This claim is immediately due and payable.

## 6. Option B: Job counselling

When do you choose option B?

Option B is aimed at finding alternative employment. You choose option B if you would like to receive support and counselling in finding alternative employment and if you are willing to make an effort yourself. If you find alternative employment you will receive a payment in the form of the surplus of your career budget. It may occur that despite your and your employer's efforts, the search for alternative employment is not successful. In that case, you receive a compensation in the amount of the remainder of your career budget and, if you meet the conditions to that end, you are entitled to an Unemployment Benefit, a supplement to the Unemployment Benefit and possibly an extension of the period during which you are entitled to an Unemployment Benefit. The entitlement to an Unemployment Benefit is established by the UWV. You will also obtain job counselling during the Unemployment Benefit period.

### 6.1 How does option B work?

In case of option B, the employee uses the career budget for a job counselling period. During this period, the employee actively receives counselling by the employer or by a third party engaged by the employer in finding alternative employment. In this context, arrangements can be made with the employee about training in order to improve his labour market position. The employee stays employed during the job counselling period. His fixed salary remains unchanged and the other employment conditions will be adjusted in conformity with article 4.6 of the redundancy package.





If the employee opts for job counselling, the arrangements regarding the remaining term of the employment contract, the actions to be taken and the end date of the employment contract are laid down in a settlement agreement, which is signed by both parties prior to the job counselling period.

The employee is expected to take initiative to find alternative employment and to make a demonstrably great effort to that end. If the employee fails to reasonably comply with this, the entitlements under the redundancy package will lapse, he will be deemed to have insufficiently cooperated in finding suitable work and the employer will immediately proceed to termination of the employment contract. The employee provides the employer insight into his job application activities.

The job counselling period commences on the redundancy date.

## **6.2 Duration of job counselling**

The duration of the job counselling period is determined individually and is calculated by means of the following formula:

Number of months of job counselling =  $1 \times D$

D = equal to D in the formula of the career budget, see article 4.8 of the redundancy package in this context.

The outcome is arithmetically rounded to whole months.

Regardless of the outcome of the calculation of the individually determined duration of the job counselling period based on the aforementioned formula, it applies for each employee that the job counselling period is at least 3 months and cannot exceed 12 months.

Furthermore, the job counselling period shall never exceed the period from the moment the employee becomes redundant up to his pensionable age.

The duration of the job counselling period for an employee with an employment contract for a definite period of time that is terminated prematurely due to a reorganisation never exceeds the remaining period that the employee would have been in the employment after the redundancy of the job if this employment contract would end by operation of law.

The employee remains in the employer's employment during the job counselling period. The employee's employment contract ends in any case upon the end of the job counselling period or as soon as the employee has found alternative employment. The employer may terminate the employment contract prematurely if the employer has well-founded reasons to do so. For example, this may be the case when the employee does not sufficiently cooperate in finding a new position.

## **6.3 Arrangements at the end of the job counselling period**

If the employee is internally reassigned to a suitable position during the job counselling period, the provisions of article 4.7 of this redundancy package apply (amendment of the employment conditions). In that case the employment contract is not terminated and the employee is not entitled to the remaining career budget.

If the employee finds alternative employment during the job counselling period outside the employer's organisation or outside the group of which the employer is part, the employee will terminate the employment as soon as the other work commences and he will receive a gross



severance payment in the amount of the surplus of his career budget upon said termination. The employee's employment contract ends no later than on the last day of the job counselling period. The employee receives a severance payment upon termination of his employment contract, in the amount of the remainder of his career budget. In those cases the severance payment is determined based on the following formula:

**Severance payment = career budget – salary received during job counselling period**

This is laid down in the settlement agreement as well.

If the employee is offered a suitable position outside the employer's organisation, the employee is obliged to accept this position insofar as there is any prospect to an employment contract elsewhere of at least 1 year. There is a suitable position when it links up with the employee's training, experience and capacities. If the employee refuses such a position, he is deemed to have insufficiently cooperated in finding work that is suitable for him, his employment contract will end on the date agreed on in the settlement agreement, but his entitlements under this redundancy package will lapse.

If the employee himself resigns before the term, in other words, during the job counselling period, he is not entitled to a benefit on the grounds of the Unemployment Benefits Act, the Sickness Benefits Act or supplement in conformity with article 9.2 of the CLA PLb.

When the employment contract is terminated at the end of the job counselling period and the employee has failed to find alternative employment, article 9.2 of the CLA PLb applies. In addition to the severance payment, the employee may also be entitled to an Unemployment Benefit, a supplement to the Unemployment Benefit and an extension of the Unemployment Benefit duration. The UWV will decide whether the employee qualifies for an Unemployment Benefit.

#### **6.4 Trial placement and secondment**

During the pre-redundancy period and/or the job counselling period, the employee can be placed internally on the basis of a trial placement or seconded externally if, in the employer's opinion, this makes a real contribution to the improvement of the employee's employability in the labour market. A trial placement or secondment shall last no more than 6 months and never longer than the remainder of the job counselling period as of the starting date of the trial placement or secondment. If during the secondment the employee receives payments from the organisation where he is seconded, these payments fully accrue to the employer. Trial placement or secondment may result in suspension of the pre-redundancy period and/or the job counselling period.

### **7. Option C: 58+ scheme**

When do you choose option C?

This scheme is intended to guide employees in the age of 58 and older to their retirement, while retaining their rights to pre-pension and life-course savings. You use your career budget to remain



in employment until the moment on which you may enter the multi-option pension and be exempted from work and job counselling.

### 7.1 How does option C work?

In case of option C, the employee uses his career budget to remain in employment, “to extend” his employment, from the redundancy date, without loss of salary and other employment conditions in conformity with the provisions of the redundancy package up to the moment on which he can retire. The gross salary that the employee receives during this extension, as from the redundancy date, is deducted from the career budget until the entire career budget has been used up. Therefore, this scheme is only possible for employees aged, at least, 58 at the time of redundancy, who have accrued sufficient career budget to remain in employment until the first possible commencement date of their ABP Multi-Option Pension. The application of this scheme is conditional upon the employee retiring with the multi-option pension at the first possible moment.

The maximum duration of the extension following redundancy (in number of months) is calculated based on the following formula:

**Number of months of extension = career budget / gross monthly salary (or: D x 1.5)**

As regards the social security contributions and the pension contribution, the usual distribution of contributions between the employee and the employer applies during the extension.

During the extension, the employee is exempted from work. The vacation and leave days accrued in the exemption period shall be deemed to have been taken at the end of the employment contract. The employee waives job counselling.

If the employee chooses option C, the agreements are laid down in a settlement agreement in advance, in which the end date of the employment contract is laid down as well. The employee waives his possible entitlement to an Unemployment Benefit and to possible entitlements under article 9.2 of the CLA PLb. If the employee still applies for and is awarded an Unemployment Benefit, the employee is obliged to pay back to the employer his entire career budget plus the social security contributions and employer's pension contributions that were paid during the extension. This claim is immediately due and payable.

If the employee has not used the entire career budget on the end date of the employment contract, the remainder of the career budget is paid to him in the form of a gross severance payment. In that case the severance payment is determined based on the following formula:

**Severance payment = career budget - salary received during extension**

An employee may arrange with his employer that, prior to the redundancy date, he uses the vacation and leave days he has already accrued to bridge a longer period.

A condition for using option C is that it is not considered to be a regulation for early retirement. The employer is always entitled to assess in advance whether the scheme complies with the tax rules.



## 8. Other provisions

### 8.1 Testimonial

The employer prepares a testimonial if requested by the employee within four weeks after the end of the employment contract.

### 8.2 Post-contractual provisions

At the end of the employment the employer releases the employee from his obligations under a non-competition clause and/or non-solicitation clause, unless the employer has provided otherwise in this regard within his company scheme.

Also after the end of the employment contract, the employee remains bound by the obligations arising from the confidentiality clauses of the CLA PLb and/or a confidentiality clause agreed under the employment contract, unless employee and employer make deviating arrangements in this regard.

### 8.3 Provision of Information

The employee provides for all relevant data required to implement the redundancy package in a timely manner, completely and truthfully. Providing incorrect and/or incomplete information, as well as using the benefits provided by the redundancy package will cause the entitlements from the redundancy package to lapse and lead to a repayment obligation of amounts that may have meanwhile been made payable, plus statutory interest.

### 8.4 Remunerations

All remunerations referred to in the redundancy package are gross remunerations, unless explicitly stated otherwise. The employer will at all times make the statutory compulsory deductions.

Remunerations are paid tax-free only if and insofar as the tax and/or social legislation so permits and if this does not lead to additional costs for the employer - with the exception of the costs for legal or tax advice which qualify for compensation based on the redundancy package.

### 8.5 Costs for legal or tax advice

If the employee is advised by a, legal or tax, adviser during the pre-redundancy period, the employer will once-only reimburse the costs made by the employee as a result hereof up to a maximum of € 750 including VAT and including any additional costs. The amount arising from this will be paid after receiving an itemised invoice from the legal or tax adviser which is set in the name of the employee.

The trade unions qualify for abovementioned compensation if they have to incur external costs for hiring, legal or fiscal, expertise, and if the employee has not used aforementioned compensation otherwise.

### 8.6 Study costs

Any claims of the employer against the employee existing at the time of redundancy with respect to training/education are waived. The same holds true for situations in which the training/education to be



followed has already been paid for and the training/education continues after the end of the employment contract.

### **8.7 Returning business property**

No later than on the last day of the employment, the employee returns all business property that he still has in his possession at that time, in any case including his laptop and work phone.

### **8.8 Insurances/schemes**

At the end of the employment contract all insurances and/or schemes in which the employee takes part by virtue of his employment contract will end.

### **8.9 (Partial) occupational disability**

(Partial) occupational disability that arises during the job counselling period does not in itself constitute a ground for suspension of the job counselling period and the efforts that can be expected from the employee and the employer in the framework of the redundancy package. If the employee explicitly states that he is not able to comply with his obligations based on, parts of, the redundancy package, it will be determined in consultation with the company doctor whether the employee should be considered capable to this end. If the employee is not considered capable, the employer and the employee will make arrangements appropriate within the framework of this determination on how to deal with this.

### **8.10 Rule against overlapping**

The employee who is entitled to the benefits in the redundancy package is not entitled to the benefit in case of retirement or to a Full Invalidity Benefit or a Return to Work Benefit based on article 5.8 CLA PLb and the anniversary bonus in proportion to article 4.10 CLA PLb 2015-2018.

### **8.11 Final settlement**

As from the end date of the employment, there will be a usual final settlement.

### **8.12 Leave**

Any remaining leave is paid until the end date of the employment. If the employee opts for job counselling and goes on leave during this period, he must take leave and the hours in question will be deducted from the remaining leave. Any overtaken leave will be settled.

### **8.13 Penalties**

The employer will charge the employee any penalties still to be paid, including those caused with the lease car, whereby the employee is obliged to pay this bill directly to the employer. If necessary, the penalties are set off against the final settlement.

## 9. Objection Procedure

The employer sets up a procedure for his organisation which makes it possible for the employee to object to the application and/or manner of implementation of the redundancy package.

Agreed upon in **Arnhem** on **31 October 2018**

Employees' association WENB,

Party of the first part,

The relevant trade unions,

party of the second part,

.....

M. Spier

Sectorhead PLb

.....

FNV Publiek Belang,

R. Cornelisse

.....

CNV Publieke Diensten, part of CNV Connectief

B. Hoogendam

.....