

# Redundancy Plan

1 January 2024 to 1 July 2025



## Energy Grid Operators (NWb)

(in dutch: Sectoraal Sociaal Plan NWb 2024-2025)

In case of any dispute or disagreement about either the interpretation or implementation of the terms and conditions, stated in the Redundancy Plan, the original document in Dutch will always prevail.



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# Introduction

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The realisation of the energy transition means energy grid operators will be facilitating the energy of tomorrow. Achieving this requires both companies and employees to be flexible. It may be that organisational changes are necessary that will have consequences for you as an employee. Your employer will inform you of this in good time.

This Redundancy Plan has been drawn up for you in the event your employer undergoes a reorganisation that affects your position. The guiding principle for employers and unions in the Energy Grid Operators sector of the WENB is to prevent redundancy and unemployment as a result of organisational changes wherever possible. That's why this Sectoral Redundancy Plan puts the focus on finding other work, and offers a wide range of options to help you do so. Finding other work is a joint responsibility of the employer and employee.

The core of this Sectoral Redundancy Plan is a budgeted amount of money you can use as you choose called the 'future budget'. No standard choices have been made, instead the choice is always up to you. You will receive this future budget from your employer if you are made redundant. You can use the budget to 'buy' the option(s) you select. For choosing options that actively enhance your ability to compete on the job market, you will receive additional future budget. You will also receive additional budget if you choose to take early retirement.

This Sectoral Redundancy Plan therefore functions both as a springboard to another job as well as a safety net for the loss of your job. It is explicitly meant as a supplement to everything that you have done during your years of service to be and remain employable. It is not meant as a replacement for this, nor is it meant to be used as a stimulus to start working on your employability now.



# 1. General Provisions

## 1.1 Definitions

### Proportionality principle

The proportionality principle as defined in Article 11 ff. of the Dismissal Scheme and further elaborated in the Implementation Rules regarding Dismissal on Economic Grounds of the Employee Insurance Agency (UWV). Proportionality takes place within the business location.

### Business location

The business location as defined in Article 1 ff. of the Dismissal Scheme, and further elaborated in the Implementation Rules regarding Dismissal on Economic Grounds of the Employee Insurance Agency (UWV).

### Redundancy/Redundant

The situation that arises when:

- your job function is eliminated;
- your job is eliminated because the number of jobs for that position has been reduced;
- your job function has been radically changed and you were not placed in that job.

### NWb CLA

The Collective Labour Agreement for Energy Grid Operators 2024-2025.

### Years of service

- The number of years immediately prior to the date on which the job function, on the basis of which you were employed under an employment contract by your employer and their legal successor(s), will be eliminated.
- In order to determine the number of years of service, one or more prior successive employment contracts between you and your employer with a maximum interruption of six months will be added together. The time of the work interruption will not be added in. This counts likewise for successive employer relations within the meaning of the law.
- In order to calculate the number of years of service, the reference date is the date of your redundancy. The months that you worked an average of twelve hours or less per week before you turned 18 will not be included.

### Unchanged job function and changed or new job function

An unchanged job function is a job for which the duties in the job description and the required competencies following the reorganisation have not changed to any significant degree, or it represents an interchangeable job function within the meaning of Article 13 of the Dismissal Scheme. For a (significantly) changed job or new job function, there is a substantial change and your old job will be eliminated due to the reorganisation.

### Parties

The parties who are signatories to this Redundancy Plan are the employers' association WENB and the unions FNV Overheid and CNV Publieke Diensten, part of CNV Connectief.

### Suitable internal job function

A suitable job function is a job vacancy at your employer or the group to which your employer belongs that is suited to your personal capabilities and therefore matches your education, experience and capacity, or for which you could become suited within a reasonable period of time, with the help of training, further education or something else. The job function is at the same salary level as the job you were working in prior to your redundancy or is at most one level higher or lower on the salary scale.

A job function that involves transfer to a new work site or location is considered suitable if the increased travel time one way from your home address to the new work location is not more than a total of 90 minutes, where the travel time is determined with the aid of the employer's customary working method. Working independently of time and place may offer some flexibility in this regard.

### Reorganisation

A change to the organisation within the meaning of Article 25, paragraph 1 under c, d, e and f of the Works Councils Act (WOR).

### Transitional payments

Transitional payment on the grounds of Article 7:673 ff. of the Dutch Civil Code.



## Unions

The unions who are party to this Redundancy Plan: FNV Overheid and CNV Publieke Diensten, part of CNV Connectief.

## Future budget

The budget or allowance that your employer makes available to you from the date on which you have been made redundant, which you can use to make your own choices about your further career.

## Employer

The concept of 'employer' as defined in the NWb CLA.

## Employee

"You", according to the concept of 'employee' as defined in the NWb CLA.

## 1.2 Term

This Redundancy Plan is in effect from 1 January 2024 through 1 July 2025, and will terminate automatically without prior notice of termination being required from any of the parties.

Before the end of the term, the parties will evaluate the effectiveness of this Redundancy Plan.

## 1.3 Scope

This Redundancy Plan is designated as a collective labour agreement and replaces all previous redundancy plans or social plans. The Redundancy Plan applies:

- to organisational changes with an advisory obligation entailing social consequences for which the advisory request has been submitted to the participation council within the term of this Redundancy Plan;
- if, as the result of a reorganisation entailing social consequences, business closure or reduction of working activities, job functions/established posts change, are eliminated and/or transferred.

If you hold an employment contract for a definite term, this Redundancy Plan also applies to you if your position is eliminated due to a reorganisation, business closure or reduction of working activities which results in your employment contract being terminated prematurely.

The Redundancy Plan does not apply:

- to outsourcing and/or the sale of business activities or parts of the business. In such situations, your employer will negotiate with the unions about specific measures;
- if your employment contract is terminated for some reason other than because of a reorganisation, business closure or reduction in working activities.

Rights and obligations you hold on the basis of the Redundancy Plan remain in force even when the term of the Redundancy Plan has expired. You are not entitled to arrangements offered in succeeding redundancy plans. With the exception of your rights and obligations, the Redundancy Plan does not remain in effect after the term has expired, as referred to in the Collective Labour Agreement Act.

## 1.4 Changes

If in the opinion of one of the parties special circumstances arise at an employer who falls under this Redundancy Plan and is a member of the WENB or at one of the unions, the business or union concerned will consult one another in order to make any additional suitable agreements in light of these special circumstances.

## 1.5 Transitional provision

Existing redundancy plans that were negotiated before 1 January 2024 with a termination date that falls within the term of this Redundancy Plan continue to apply, to the extent they concern reorganisations that are already underway. An existing redundancy plan ends on the expiry date contained therein. Any commitments made about the applicability of the old redundancy plan before 1 January 2024 will be fulfilled. In no case will there ever be a situation involving a cumulation of redundancy plans.

## 1.6 Hardship clause

In exceptional cases where the Redundancy Plan in the employer's opinion does not offer provisions – or does not do so sufficiently or to a reasonable extent – your employer can decide to strike an individual, suitable arrangement with you as employee that deviates from this Redundancy Plan.



## 2. Internal Phase

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### 2.1 Changes to the organisation

Your employer is planning to implement changes to the organisation. As a result of these intended changes, job functions/established posts may change, be eliminated and/or transferred. This could have consequences for you and/or your job function.

### 2.2 Preparing for reorganisation

During the internal phase, your employer will inform you about the changes to the organisation and what consequences are expected for your job function. In order to reduce your risk of eventual redundancy and thus of unemployment, your employer will offer you support to help you actively pursue other working activities or another job function. Examples include internal or external (mini) internships or training programmes about dealing with change. This support is in supplement to the regular support offered for sustainable employability.

You will receive information about the possibilities that your employer is making available within the context of this Redundancy Plan, so that you can actively prepare for the changes. In addition, your employer will inform you about the possibilities this Redundancy Plan has to offer, in the event you are made redundant.

### 2.3 Structure of the reorganisation, job placement process and advisory committee

The internal phase is also the phase during which the advisory procedure about the reorganisation takes place, with the participation council. The job placement process – i.e. the process where employees are assigned and appointed to job functions within the new organisation, used to determine which employees will be made redundant – will also take place during the internal phase. Your employer will set up an advisory committee that will oversee the placement process. If you believe that the placement process did not take place in the correct manner, you can ask this committee to take a decision about your situation (see Section 7).

### 2.4 Start and duration of the internal phase

You will receive a written confirmation with the date on which the internal phase begins and how long this phase is expected to last. The internal phase will begin no later than one day before the advisory request has been submitted to the participation council.

The internal phase will take a minimum of three and a maximum of twelve months. Your employer will make a proposal to the participation council prior to the start of the internal phase.

Factors that could influence the duration of the internal phase are such things as:

- the composition of the group of employees who will be affected by the reorganisation (e.g. employee age, years of service, level of education);
- the scope of the reorganisation (e.g. size of the group affected by the reorganisation);
- the nature of the reorganisation (technological, commercial, organisational);
- the way in which the employees were made aware of the impending changes in the period prior to the reorganisation, and the activities that were undertaken in that context, if any.

### 2.5 Priority for internal vacancies

One of the things that your employer can offer you in this phase is priority for internal job vacancies when you apply for them, provided you are sufficiently qualified for the job (priority position 2, see the order of priority below). If it is clear that the organisational changes will lead to your redundancy, you will certainly be expected to make active use of your priority position. This means orienting yourself regarding suitable job functions and also applying for them. Your employer will also suggest suitable jobs, if they are available. You are sufficiently qualified if you are capable of taking up the position immediately, or if the expectation is that you would be capable within six months, perhaps with some extra training.



The order of priority is as follows:

- 1 Redundant employees and work disabled employees who are re-integrating;
- 2 Employees to whom the internal phase applies;
- 3 Other internal candidates;
- 4 External candidates.

## 2.6 Job placement process

Your employer's job placement process will give you insight into how and which employees will make the transition from the current situation to the new situation. When the job placement process has been completed it will become clear whether you have received a job in the new organisation or whether you will be made redundant.

- **Placed in a new job**  
You have been given a job in the new organisation. This position may be the same job function or a different, suitable job function. The internal phase will end for you as soon as you have been informed in writing about being placed in a new job function.
- **Not placed in a job**  
You will not have a job in the new organisation. This means that as of the date on which your position is eliminated or the start date of the new organisation you will be made redundant. The internal phase will end for you on the day that the new organisation starts operating.

It is possible that your employer has a suitable job function for you elsewhere in the organisation. In that case, you will be placed in that suitable job as of the start date of the new organisation and you will no longer be redundant.

Your employer will inform you orally about the outcome of the job placement process, but you will also receive a written confirmation.

## 2.7 Preparing for the redundancy phase

If you are made redundant because you have not been placed in a new job and your employer does not have a suitable job for you elsewhere in the organisation, your employer will make your future budget available to you. You can use this budget or allowance to choose among a number of spending options that will support you and help you take the next step in your career during the redundancy phase.

The period of time between the notice that you have been made redundant and the start date of the new organisation is a minimum of four weeks. Your redundancy will become effective on the date the changes to the organisation become effective. During this period of four weeks you will know that you are redundant, but you won't be redundant yet. During this period:

- you will receive information about your entitlements on the grounds of the Redundancy Plan, including the amount of your future budget (Section 4);
- you will receive more concrete information about the spending options (Section 3);
- you will receive a draft version of the settlement agreement concerning the termination of your employment (see Article 2.8);
- you will have the opportunity of becoming well informed (about legal and taxation matters; see Article 6.5); and
- you will make your choice(s) from the spending options.

The period of at least four weeks should come at the end of the internal phase. If this is not possible, then the redundancy phase will start with this period and the reference date for your future budget and the date by which you must have made your spending choice(s) will be moved forward with this period. For your entitlements on the grounds of this Redundancy Plan it doesn't matter whether this period falls within the internal phase or the redundancy phase. Your employer will continue to pay your salary during this period.

## 2.8 Settlement agreement

The draft version of the settlement agreement that you will receive from your employer will always include the date of your redundancy, the provisional date on which your employment contract ends (the final date depends on your choices), and your entitlements on the grounds of the Redundancy Plan. It



also states that the termination of your employment contract is not your fault. Depending on the choices you make, the notice period or imaginary notice period will be factored into your future budget. That means that your employer is not required to observe the full notice period or imaginary notice period in the settlement agreement.<sup>1</sup>

If you fail to make a choice, or do not do so by the deadline, it will be assumed that you will not be utilising this Redundancy Plan. Your employer will then submit a request for dismissal to the UWV. You will no longer be able to claim any entitlements from this Redundancy Plan, including the future budget and the spending options.

## 2.9 Voluntary exit scheme

Your employer may decide to open up the voluntary exit scheme during the internal phase, for example if the expectation is that the new organisation will have fewer jobs or quite different job functions. You can make use of this scheme starting from the date that your employer submits the advisory request to the participation council, through to the date on which the internal phase ends for you.

### Terms and conditions

For the voluntary exit scheme, the following conditions apply:

- you were not deployed to a suitable job function;
- due to early departure, you avoid your own redundancy or someone else's during the redundancy phase;
- there must not be any premature loss of knowledge or manpower;
- your departure will not lead to the need to hire someone else;
- you are not applying for WW benefits or ZW benefits;
- the payment will not be designated by the Tax and Customs Administration under the Scheme for Early Departure (RVU).

The settlement agreement will state that you are not applying for WW benefits or ZW benefits. You will also waive your entitlements on the grounds of Article 12.1 through 12.6 of the NWb CLA. If you nonetheless apply for one of

<sup>1</sup> If you choose to have your future budget fully paid out, you will no longer be employed as of the date of your redundancy. The imaginary notice period will be deemed to have been factored into the amount of your future budget. See also Annex 1.

these benefits, you will be required to repay your employer. This claim will be immediately due and payable.

### Amount of the voluntary exit payout

If you leave voluntarily, you will receive a gross termination payout that is equal to the sum of the following formula:

### Voluntary exit payout = Y x S x factor 1.8

Y = The number of years of service as of the date on which you depart, determined in accordance with the statutory transitional payment.

S = A third of the gross monthly salary that applies on the date you will be leaving, determined in accordance with the definition of the statutory transitional payment.

The maximum payout is €112,800 gross (reference date 1 January 2024<sup>2</sup>) or one gross yearly salary, whichever is higher. The payout is never higher than the number of monthly salaries that you would have received from the date on which your employment terminates through the date on which you reach State Pension age.

## 2.10 Voluntary redundancy scheme

If you will not be made redundant yourself, but you want to leave voluntarily in order to give your job to a colleague who will be made redundant based on the job placement process, and your job functions are interchangeable, you may be eligible for a termination payment. You will receive this payment only if your employer agrees to your departure as making way for another employee. The termination payment that you will receive under the voluntary redundancy scheme is equal to the amount that a colleague who has been made redundant will receive on the grounds of Article 2.9, but never higher than the future budget that you yourself would be eligible for on the grounds of Article 4.3, if you had been made redundant.

<sup>2</sup> Calculated by multiplying the maximum statutory transitional payment by a factor of 1.2.



A condition of the termination payment is that you are not applying for WW benefits or ZW benefits. You will also waive your entitlements on the grounds of Article 12.1 through 12.6 of the NWb CLA. If you nonetheless apply for one or more of these benefits, you will be required to repay your employer. This claim will be immediately due and payable.

Your employer will not agree to your departure as making way for another colleague if the payment could be designated by the Tax and Customs Administration under the Scheme for Early Departure (RVU).



## 3. Options

### 3.1 General

If you are made redundant, your employer will make your future budget available to you. You can use the future budget to choose among a number of spending options that will support you and help you take the next step in your career. This section outlines which spending options you can choose from. Choosing some of the spending options will entitle you to an additional allowance. These are either options that will help you actively expand your competitiveness on the job market, or the option of taking early retirement.

The settlement for how you choose to spend the future budget will take place at the time you leave employment. You obviously cannot spend more of the budget than you have available. Please keep in mind that the options you choose may influence your entitlement to WW benefits and/or post or extra-statutory WW benefits on the grounds of the NWb CLA (Article 12.1 through 12.6). You can find more information about this in Annex 2.

### 3.2 Spending the future budget

You have a choice of the following spending options:

- A Buying time (extra months of employment)
- B Work-to-work counselling or outplacement
- C Payout of all or some of your future budget
- D Compensation for taking a lower salary elsewhere
- E Compensation for early retirement
- F Starting your own business or becoming self-employed

Below you will find a short explanation for each spending option. You can choose just one spending option or combine different spending options. Buying time (A), work-to-work counselling or outplacement (B) and payout of your full future budget (C) are only possible during the internal phase. You can still choose the other options during the redundancy phase. In Annex 1 you will find full information about the spending options, including sample calculations.

#### A. Buying time

By buying time you choose to remain employed longer by being excused from work during the redundancy phase, which means the termination date of your employment is moved forward. The months that you remain employed longer you can use to look for another job, which you may combine with work-to-work counselling, if you choose. You can also choose to take early retirement that starts immediately after the bought time. For every month you buy, a month will be deducted from your future budget. When you buy the maximum amount of time in combination with work-to-work counselling, it is simply the sum of spending options A plus B.

#### B. Work-to-work counselling or outplacement

You can increase your job opportunities by choosing work-to-work counselling or outplacement and becoming more competitive on the job market. If you choose this spending option, your employer will cover 75% of the cost of the work-to-work counselling or outplacement; the other 25% you will pay from your future budget. You can only choose work-to-work counselling or outplacement in combination with buying time (A). Your employer will decide whether the work-to-work counselling or outplacement will be offered internally or externally.

#### C. Payout of some or all of your future budget

You can choose to have your future budget paid out fully in one go. You will then automatically be choosing to leave employment immediately as of the date of your redundancy. The imaginary notice period will be deemed to have been factored into the payment.

Partial payment of your future budget will take place if you still have any future budget left after choosing other spending options, such as buying time (A) and/or work-to-work counselling or outplacement (B).

#### D. Compensation for a lower salary elsewhere

If you have found another job with an external employer and the salary for that job is lower than at your current employer, you are eligible for a top-up on your future budget. This top-up is intended as compensation for the difference in



salaries between your old job with your current employer and your new job with your new employer. The top-up is 25% of the salary difference per month and will be calculated over a period of 36 months maximum.

#### **E. Compensation for early retirement**

You can choose to take full retirement starting immediately after the termination date of your employment. If at that time you have not yet reached State Pension age, you are eligible for a top-up on your future budget. The top-up is intended as compensation for lower pension benefits. The top-up is 25% of the difference between the amount of your ABP pension payments at State Pension age and the amount at the early commencement date of your ABP pension. The top-up is calculated on the difference in pension payments and over a period that is at most equal to the number of months between your early retirement date and your State Pension age.

#### **F. Starting your own business or becoming self-employed**

If you choose to start your own business or become self-employed, then you can also choose for a top-up on your future budget. The top-up is 15% and will be calculated over the required start-up capital, up to a maximum of half the future budget that you have left on the date you leave employment. The top-up only applies if there is a situation actually requiring start-up capital. To become eligible for this top-up, you will have to present a business plan, proof of registration with the Chamber of Commerce, and a full explanation of the reasons you need the start-up capital.



## 4. Redundancy Phase

### 4.1 General

The redundancy phase starts as of the date of your redundancy and lasts for a maximum of twelve months.

#### Moving the redundancy phase forward

If your employer asks you to keep working after the date on which you are made redundant because the work has not yet been completed, the date of your redundancy will be moved forward in time. The same holds if your employer has temporary work which can reasonably be expected to be performed by you. The date of your redundancy will be moved forward for the period during which you are performing this work for your employer. This period will never be longer than three months.

The date of your redundancy will also be moved forward if the temporary work is geared to you finding another job function with your employer or giving you a bigger chance to find an external job.

#### Disability and partial disability

If you become occupationally disabled or partially so during the reorganisation, then the date of your redundancy will not be moved forward on account of this. The efforts expected of both you and your employer in the context of the Redundancy Plan continue to apply. If you explicitly indicate that you are not capable of fulfilling your obligations on the grounds of this Redundancy Plan (or parts of it), a decision will be made in consultation with the company doctor whether you should be deemed capable of doing so. If you are not deemed capable of doing so, you and your employer will set up a fitting arrangement within the framework of this provision about how to deal with the situation.

### 4.2 Suitable redeployment or job placement

Your employer will endeavour to offer you a suitable job. It is also your task to actively look for a suitable job within the organisation. If you apply for an internal job vacancy, you will have priority ahead of other candidates because you will be made redundant (see Article 2.5). If more than one redundant

employee is suitable for redeployment to a job, the person with the longest years of service will be placed in the job. You are obliged to accept a suitable job function offered to you.

Upon redeployment to a suitable job function, the future budget or anything remaining in it will lapse, as will any costs for work-to-work counselling or outplacement (B), if you had chosen this option. If you do not accept a suitable job function offered to you, you will lose all your further entitlements on the grounds of this Redundancy Plan. Your employer will then submit a request for dismissal to the UWV.

### 4.3 Future budget

From the date you are made redundant, your employer will make your future budget available to you. You can use the future budget to choose spending options offered by this Redundancy Plan.

The amount of the future budget is equal to the sum of the following formula:

#### Future budget = $Y \times S \times \text{factor 1.8}$

Y = The number of years of service as of the date on which you depart, determined in accordance with the statutory transitional payment.  
S = A third of the gross monthly salary that applies on the date you will be leaving, determined in accordance with the definition of the statutory transitional payment.

Your future budget:

- is, excluding any top-ups, a maximum of €112,800 gross (reference date 1 January 2024<sup>3</sup>) or one gross yearly salary (determined in accordance with the definition of the statutory transitional payment), if that is higher;
- is never lower than 6 monthly salaries;

<sup>3</sup> Calculated by multiplying the maximum statutory transitional payment by a factor of 1.2.



- is never higher than the total number of monthly salaries that you would have received from the date on which your employment terminates through the date on which you reach State Pension age;
- is never more than your gross monthly salary, determined in accordance with the definition of the statutory transitional payment, over the months from the date of your redundancy to the date your employment contract for a definite term expires.

#### 4.4 Returning company property and lease cars

You are allowed to use your access pass, laptop and work telephone until your employment ends. Return these not later than on the last day of your employment (see also Article 6.6). Return all the other items and/or documents that your employer made available to you in good repair and do so no later than the last working day before the date of your redundancy.

If your employer made a lease car, company car or company van available to you, return it with the keys, registration and any other accompanying items no later than the last working day before the date of your redundancy. If your employer makes use of a longer return period than is customary on the grounds of a company arrangement, then that period will apply, on the condition that you are still employed during that period. Any potential fine in connection with early return of the lease car and/or the costs for your own (extra) contribution for infringement of the maximum allowed lease amount will be paid by your employer. For settlement of any charges in connection with damages to the car and/or traffic violations, the company arrangement of your employer will apply.



## 5. Externe fase

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### 5.1 Termination of the redundancy phase

The redundancy phase will end when the period of time you have bought (A) with your future budget has expired. Your employment contract will be terminated by means of the settlement agreement that was agreed with you during the internal phase<sup>4</sup>.

### 5.2 Benefits

If during the internal phase you chose to buy the maximum amount of time (A), and made use of work-to-work counselling or outplacement (B) for the entire period, you can also claim – in addition to your statutory WW benefits<sup>5</sup> – post-statutory WW benefits and extra-statutory WW benefits, as set out in Articles 12.2 and 12.3 of the NWb CLA.

### 5.3 Transitional payment on the grounds of Article 7:673 of the Dutch Civil Code

The provisions of this Redundancy Plan are equivalent to the provision within the meaning of the Work and Security Act. When your employment contract terminates, you will not be entitled to any additional compensation or transitional payment that might be owed on the grounds of Article 7:673 of the Dutch Civil Code or any other statutory provision of the Work and Security Act, on top of the provisions on the grounds of this Redundancy Plan, because they are deemed to have been factored into the provisions of this Redundancy Plan.

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<sup>4</sup> See Section 2.

<sup>5</sup> In accordance with Article 12.1 of the NWb CLA.



## 6. Other Provisions

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### 6.1 Letter of reference

Your employer is legally obliged to give you a letter of reference when you request it. You must submit your request within four weeks of the end of your employment contract.

### 6.2 Obligations following severance

When your employment terminates, your obligations on the grounds of the non-compete clause and/or non-solicitation clause no longer hold. If the company regulations of your employer state something else, then the company regulations apply.

After termination of the employment contract, the obligations following on from the confidentiality clause of the NWb CLA and/or a confidentiality clause concluded in the context of an employment contract still apply. Your employer may choose to make different arrangements with you.

### 6.3 Information provision

You must submit all the relevant information required for implementing the Redundancy Plan fully and truthfully to your employer by the stated deadline. Should you fail to do so, you will not be able to claim the provisions of this Redundancy Plan. Your employer will ask you to repay any amounts paid to you in the context of this Redundancy Plan, increased with the statutory interest.

### 6.4 Payments

All payments referred to in this Redundancy Plan are gross amounts, unless explicitly stated otherwise. Your employer will always take care of the (statutory) mandatory deductions. Payments will only be disbursed untaxed when and to the extent this is possible under tax laws and/or social legislation, and does not lead to extra costs for your employer. Exceptions to this are fees for legal or tax advice that you would be reimbursed for on the grounds of this Redundancy Plan (see Article 6.5).

### 6.5 Fees for legal or tax advice

If, after you have received a written confirmation of your redundancy, you request legal or tax advice, your employer will reimburse you for one-off actually incurred costs, up to a maximum of €750, including VAT and any additional charges. The costs will be reimbursed following submission of a specified receipt in your name from the legal or tax adviser, who may or may not be from your union. You can also use (a portion of) this allowance to enlist the help of external (legal or taxation) expertise through your union, rather than from the union itself.

### 6.6 Returning company property

No later than the last day of your employment you must return all company property still in your possession, including your laptop, work telephone and access pass.

### 6.7 Insurance/schemes

When the employment contract ends, all insurance and/or schemes in which you participated under your employment contract will also end.

### 6.8 Non-cumulation clause

If you claim entitlements from the Redundancy Plan, you do not have a right to benefits when employment ends on the grounds of Article 8.6 of the NWb CLA.

### 6.9 Final settlement

As of the final date of your employment, you will receive the settlement of your future budget and any other outstanding items as of that date, such as traffic fines or damages to leased cars or company cars. Any leave days accrued during the time you bought (A) will be deemed to have been completely used up. There will be no settlement for leave days.



Any student loan amounts for a study or training programme you were enrolled in that have not been paid off on the date of your redundancy will be cancelled. This applies even if you have not completed the study or training programme by the end of your employment contract but it was fully paid for by your employer.



## 7. Advisory Committee and Objection Procedure

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### Advisory committee

Your employer will set up an advisory committee who will carefully oversee the implementation of the job placement process during the internal phase and the redundancy phase of this Redundancy Plan. If you believe that the placement process did not take place in the correct manner, you can ask this committee to take a decision about your situation. The advisory committee will consist of at least two people: a representative of your employer and a representative of the Works Council.

### Objections procedure

Your employer has a procedure that makes it possible for you to lodge an objection against the application and/or manner of implementation of this Redundancy Plan.

Thus agreed in Arnhem on 7 December 2023,

*Employers' Association WENB*

*The designated unions,*

*Party of the first part,*

*Party of the second part,*

.....  
Janneke Gökemeijer

.....  
*FNV Overheid*  
Özcan Colak

.....  
*CNV Publieke Diensten,*  
*part of CNV Connectief*  
Anselma Zwaagstra



# Annex 1: Spending Options and Future Budget

## Introduction

This annex gives more detail about the various spending options on which you can spend your future budget, and the conditions that are associated with these options. The sample calculations in this annex assume the following imaginary situation. All amounts are gross amounts.

Future budget = Y x S x factor 1.8	
An employee has 25 years of service and a gross monthly salary of	€ 3.500,-
Personal budget: 18% x € 3.500,- =	€ 630,-
End of year bonus as per the NWb CLA: 3,7% x € 3.500,- =	€ 129,50
S = € 3.500,- + € 630 + € 129,50 =	€ 4.259,50 <sup>6</sup>
x 1/3 =	€ 1.419,83
D = 25 months	
<b>Future budget: 25 x € 1.419,83 x 1,8 =</b>	<b>€ 63.892,50</b>

### A. Buying time

- You will decide yourself whether, and if so how many months of time (extra months of service) you want to buy with your future budget. The end date of your employment will move forward by the number of months that you buy.
- You can only choose to buy time during the internal phase.
- You buy time using the same monthly salary used to determine your future budget. The amount, which depends on the number of months that you buy, will be deducted from your budget by your employer.
- During the months of time you bought, your employer will pay your salary in the usual way. You will not receive any fixed allowances or expense compensation. If you have a job contract (Article 2.5 of the NWb CLA), you are not entitled to any bonus, including the performance bonus. You are

eligible for collective salary increases, if they come into effect during these months, but you are not eligible for an individual salary rise.

- You can buy time in combination with other spending options (see Article 3.1).
- Depending on the amount of your future budget and the choice you make among the other spending options, you can buy a minimum of six and a maximum of twelve months. You can only buy time in complete months.
- If you leave employment before the end of the time bought, for example because you found another job, then only the months you bought up to the date of your departure will be deducted from your future budget. The unused months will be paid out in the final settlement.
- If you have only chosen to buy time and you have not found another job by the end of your employment, you will not be able to claim WW benefits, nor post-statutory or extra-statutory WW benefits on the grounds of the agreement in your settlement agreement (Article 12.1 through 12.6 NWb CLA).
- If you nonetheless apply for one or more of these benefits, you will be required to repay your employer for the benefits you received. This claim will be immediately due and payable. See Annex 2.

#### Sample of buying time (A)

Future budget:	€ 63.892,50
Buying time for 7 months option: <b>7 x € 4.259,50</b>	<b>€ 29.816,50</b> –
Remainder of the future budget:	€ 34.076,-

<sup>6</sup> Any other payments that you receive, such as the on-duty and breakdown service bonus and/or a fixed personal allowance, are also factored in when determining the amount of S on the grounds of the definition for the statutory transitional payment. These additional amounts are not included in this example. These payments will naturally be factored into the actual calculation of the future budget.



## B. Work-to-work counselling or outplacement

- You can only choose work-to-work counselling or outplacement in combination with a minimum of three months of bought time (A). You therefore will always buy time (A) as well as work-to-work counselling or outplacement (B). Whether you can buy more than three months of time depends on the amount of your future budget.
- There are employers within the sector who offer work-to-work counselling or outplacement internally. Other employers work with external providers. How work-to-work counselling and outplacement are organised varies from employer to employer, depending on the size of the company.
- Your employer will pay 75% of the costs of work-to-work counselling or outplacement by means of a top-up on your future budget. Your employer will deduct the other 25% from your future budget.
- If you leave employment before the end of the planned period of work-to-work counselling or outplacement, for example because you have found another job or want to start your own business, the costs for the rest of the period of counselling or outplacement will be cancelled. The same applies to any unused months of time bought (A).
- Only a combination of maximum buying time and maximum work-to-work counselling or outplacement (i.e. the maximum possible number of months accompanied by counselling during those months through your future budget) will allow you to apply for WW benefits or post-statutory or extra-statutory WW benefits when your employment terminates (Article 12.1 through 12.6 of the NWb CLA). This is of course only applicable if you have not found other work when your employment terminates. Buying the maximum amount of time means using your future budget to buy the most months possible (up to a maximum of twelve) and buying the maximum in work-to-work counselling or outplacement means using your future budget for this at the same time, so that during the entire period for which you buy time you also buy counselling.
- If you buy a minimum of three months but less than the maximum number of months possible within your budget (a maximum of twelve), then you are only entitled to WW benefits but not to post-statutory and extra-statutory WW benefits (Article 12.1 through 12.6 of the NWb CLA). See Annex 2.

Sample of buying time (A) plus work-to-work counselling or outplacement (B)	
Future budget:	€ 63.892,50
• Buying time for 3 months option: <b>3 x € 4.259,50</b>	<b>€ 12.778,50</b> –
• Work-to-work counselling or outplacement option Top-up: <b>75% x € 2.500,-</b>	<b>€ 2.500,-</b> – <b>€ 1.875,-</b> +
Remainder of the future budget:	€ 50.489,-

Sample of maximum buying time (A) plus maximum work-to-work counselling or outplacement(B)	
Future budget: 8,33 x € 4.259,50 x 1,8	€ 63.892,50
• Choice of <b>maximum</b> buying time: <b>12 x € 4.259,50</b>	<b>€ 51.114,-</b> –
• KChoice of <b>maximum</b> work-to-work counselling or outplacement Top-up: <b>75% x € 3.500,-</b>	<b>€ 3.500,-</b> – <b>€ 2.625,-</b> +
Restant toekomstbudget:	€ 11.903,50



### C Payout of some or all of your future budget

- If you choose to have your future budget paid out in full, then your employment will end on the date that you are made redundant. Of course you can also choose to only have part of your budget paid out, and use the rest, for example, to buy time (A). The date your employment ends will be determined by the number of months that you buy.
- You can only choose for payout in full of your future budget during the internal phase.
- If you choose to have your future budget paid out in full, then you will only be able to claim (statutory) WW benefits at the end of your employment on the grounds of the provisions in your settlement agreement. See Annex 2.
- The combination of partial payment of your future budget and other spending options is possible if you still have any future budget left over after choosing other spending options.
- If you choose partial payout of your future budget and you also buy the maximum amount of time (A) plus make use of work-to-work counselling or outplacement (B) during the entire period, then you are in fact entitled to claim WW benefits when your employment terminates. You are also entitled to post-statutory and extra-statutory WW benefits (Article 12.1 through 12.6 NWb CLA). This is of course only applicable if you have not found other work, retired or taken early retirement when your employment terminates. See Annex 2.

Sample payout (C)	
Future budget:	€ 63.892,50
• Payout of some or all of the future budget option:	<b>€ 63.892,50</b> –
Remainder of the future budget:	€ 0,-

### D Compensation for a lower salary elsewhere

- If you have found another job with an external employer before the end date given in the settlement agreement with a salary lower than the salary with your current employer, you are eligible for a top-up of 25% on your future budget.
- The top-up will be calculated on the salary difference on a monthly basis, multiplied by the number of months of your new employment contract, up to a maximum of 36 months. If your future budget (after deduction of any other spending options you might have chosen) is lower than the salary difference multiplied by the number of months in your new employment contract, the top-up will be calculated on the lower, remaining amount of your future budget. Your employer will determine the salary difference per month as of the starting date of your new job and the salary definition for the statutory transitional payment. This includes translating any difference in the number of working hours per week into your work duration as of the date of your redundancy. You will give your employer a signed copy of your employment contract for this calculation.
- The top-up will be paid out in one payment with the settlement when your employment terminates.
- If you choose the option of compensation for a lower salary elsewhere, you will not be entitled to claim WW benefits, post-statutory WW benefits and/or extra-statutory WW benefits when you reach the end date of your employment (Article 12.1 through 12.6 NWb CLA). See Annex 2.

Sample of buying time (A), work-to-work counselling or outplacement (B) and compensation for a lower salary elsewhere (D)	
Future budget:	€ 63.892,50
• Choice of buying time: <b>7 x € 4.259,50</b>	<b>€ 29.816,50</b> –
• Work-to-work counselling or outplacement option Top-up: <b>75% x € 3.500,-</b>	<b>€ 3.500,-</b> – <b>€ 2.625,-</b> +
• Choice of compensation for a lower salary elsewhere, Salary difference: € 250,- Top-up: <b>12 month contract x € 250,- x 25%</b>	<b>€ 750,-</b> +
Remainder of the future budget:	€ 33.951,-



### E. Compensation for early retirement

- If you choose to take early retirement before the date you reach State Pension age, you will be eligible for a top-up of 25% on your future budget.
- You will only be eligible for the top-up if you retire in full immediately following the end date of your employment.
- The top-up will be calculated on the monthly difference between the amount of your pension benefits on the date you reach State Pension age and the amount of your pension benefits on the early start date of your ABP pension, multiplied by the number of whole months between your early retirement date and the date you reach State Pension age. No high-low structure or other structure will be taken into account when making this calculation. Also, any other pension benefits other than ABP pension will be excluded. If your future budget (after deduction of any other spending options you might have chosen) is lower than the amount of the pension difference up to your State Pension age, the top-up will be calculated on the lower, remaining amount of your future budget.
- A combination with buying time (A), including to the maximum allowed, is possible, which enables you to take early retirement at the latest possible date.
- You will need information from the ABP pension fund as proof of both pension amounts. These can be screenshots from online calculations you have made yourself in 'Mijn ABP'.
- The top-up will be paid out in one payment with the settlement when your employment terminates.
- If you choose the option of compensation for early retirement, you will not be entitled to claim WW benefits, post-statutory WW benefits and/or extra-statutory WW benefits when you reach the end date of your employment (Article 12.1 through 12.6 NWb CLA). See also the chart with G.

Sample of buying time (A) and compensation for early retirement (E)	
Future budget:	€ 63.892,50
• Choice of <b>maximum</b> buying time: <b>12 x € 4.259,50</b>	<b>€ 51.114,-</b> -
• Choice of compensation for early retirement Pension difference: € 50,- Top-up: 4 years earlier <b>48 month contract x € 50,- x 25%</b>	<b>€ 600,-</b> +
Remainder of the future budget:	€ 13.378,50

### F. Starting your own business or becoming self-employed

- If you choose to start your own business or become self-employed, then you may also be eligible for a top-up of 15% on your future budget.
- The top-up will be calculated over the start-up capital required for your own business, up to a maximum of half the future budget (including any top-ups) that you have left on the end date of your employment. The top-up only applies if there is a situation actually requiring start-up capital.
- To become eligible for the top-up, you will have to present a business plan, proof of registration with the Chamber of Commerce to your employer, and a full explanation of the reasons for the required start-up capital. Your employer will evaluate these documents.
- If you choose the top-up for starting your own business or becoming self-employed, you will not be entitled to claim WW benefits, post-statutory WW benefits and/or extra-statutory WW benefits when you reach the end date of your employment (Article 12.1 through 12.6 NWb CLA). See Annex 2.

Sample of buying time (A), work-to-work counselling or outplacement (B) and starting your own business or becoming self-employed (F)	
Future budget:	€ 63.892,50
• Buying time for 3 months option: <b>3 x € 4.259,50</b>	<b>€ 12.778,50</b> -
• Work-to-work counselling or outplacement option Top-up: <b>75% x € 3.500,-</b>	<b>€ 2.500,-</b> - <b>€ 1.875,-</b> +
• Choice of starting your own business or becoming self-employed Top-up: required start-up capital <b>€ 25.000,- x 15%</b>	<b>€ 3.750,-</b> +
Remainder of the future budget:	€ 54.239,-



## Annex 2: Overview of entitlement to benefits

**Overview of entitlement to unemployment benefits (WW), as well as extra-statutory benefits (BWW) and post-statutory benefits (NWW) on the grounds of article 12.1 Through 12.6, Depending on the options under this redundancy plan.**

<b>Choice/spending option</b>	<b>WW</b>	<b>NWW</b>	<b>BWW</b>
Voluntary exit scheme	No	No	No
Voluntary redundancy scheme	No	No	No
Only buying time (A)	No	No	No
Maximum buying time (A) + maximum work-to-work counselling or outplacement (B)	Yes	Yes	Yes
Minimum 3 months but less than maximum buying time (A) + work-to-work counselling or outplacement (B)	Yes	No	No
Full payout of the future budget (C)	Yes	No	No
Partial payout of the future budget (C) + maximum buying time (A) + maximum work-to-work counselling or outplacement (B)	Yes	Yes	Yes
Compensation for a lower salary elsewhere (D), potentially in combination with (less than maximum) buying time (A) and (less than maximum) work-to-work counselling or outplacement (B)	No	No	No
Compensation early retirement (E)	No	No	No
Compensation starting your own business or becoming self-employed (F), potentially in combination with (less than maximum) buying time (A) and (less than maximum) work-to-work counselling or outplacement (B)	No	No	No

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