

CvB 2015/1557015

**Social Statute
TU/e 2015**

Eindhoven 24-02-2015

Social Statute TU/e 2015

The Executive Board of Eindhoven University of Technology,

with a view to:

- the personnel policy of TU/e that is geared to fostering the sustainable employability of the personnel through education, development and career prospects as contained in articles 6.5, 6.6 and 6.9 of the CAO NU;
- the Higher Education and Scientific Research Act, article 9.32 concerning the content of a proposed decision on reorganization in the consultation between the University Council and the Executive Board;
- the CAO of the Dutch Universities, article 8.4 concerning redundancy as a result of reorganization and chapter 9 Reorganizations, as contained in articles 9.1 to 9.15 of the CAO NU;
- the stipulations in the social policy framework in the case of reorganizations as contained in paragraph 2, chapter 9 of the CAO NU, and specifically;
- the articles 9.4, first clause and 9.8, clause 2 of the CAO NU that are the foundation for the present decision that applies supplementary to the social policy framework in the case of reorganizations as contained in paragraph 2, chapter 9 of the CAO NU;
- the Works Councils Act, articles 23, 25 and 46d;
- the agreement reached in local deliberation between the Executive Board and the employees organizations at Eindhoven University of Technology;

has decided on the following regulations:

Preamble

The environment in which Eindhoven University of Technology (hereafter: TU/e) operates is highly dynamic. TU/e can only perform with excellence if it can, as an organization, anticipate and respond to a constantly changing environment. These may be slight amendments or more radical modifications that could have, to some degree or other, detrimental legal consequences for TU/e personnel.

Personnel are asked to permanently work on their employability and professional development. Permanent focus and effort by both the employee and TU/e in terms of sustainable professional development and growth through education, training and mobility make the employability of TU/e personnel a matter of constant attention. This enhances the options of personnel within the TU/e organization as well as in the external job market.

Sustainable employability on the basis of mutual respect, openness and trust along with a view to the capacities present is a subject of periodic discussion between the employer and employee. This is the case in a situation of relative calm in the organization or where a new job has to be sought either inside or outside TU/e.

The Social Statute brings structure to the way changes in the organization are handled and determines how any detrimental legal consequences of a change in the organization or a reorganization can be catered for. In the event of privatization or outsourcing leads to such consequences for personnel, a separate covenant will be drafted in consultation with the union organizations.

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The principle is to avoid forced unemployment for the employee. The employee and employer will therefore do their utmost in a demonstrable, optimum and active way to retain the employee within TU/e or to find suitable employment outside TU/e.

As drafted (sixfold) in Eindhoven on 24 February 2015.

On behalf of the TU/e Executive Board,

Ms. drs. N.H.M.G.A. van der Wolk

TU/e employees association

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Hoofdstuk 1 General

Artikel 1 List of definitions

1. The following definitions apply to this decision:
 - a. Joint Supervisory Committee: The committee as stipulated in article 30 of this Social Statute;
 - b. Supervision plan: A systematic description of the individual job situation, the wishes and possibilities of the employee and the agreements related to his employability as stipulated in article 9.14 of the CAO NU with the aim of finding a suitable job inside or outside TU/e;
 - c. Management entity: An operational entity, as stipulated in the Governance and Management Regulations of Eindhoven University of Technology, in which the employee is placed, In a reorganization of the university as whole, TU/e is considered an entity as a whole;
 - d. Redundancy: The situation whereby an employee has a job in a management entity that is surplus to needs or whereby the formative capacity contracts such that there are, or will be in the future, more employees than the formative room available;
 - e. BWNU: Non-statutory Unemployment Benefit for Dutch Universities;
 - f. CAO NU: The Collective Labor Agreement for Dutch Universities;
 - g. Executive Board: The Executive Board of TU/e;
 - h. Detachment: The re-employment candidate may, with his consent, be detached outside TU/e during the re-employment process as stipulated in article 9.12, clauses 3 and 4 of the CAO NU;
 - i. Employment: Employed by TU/e as stipulated in article 1.1, under j of the CAO NU;
 - j. Employability: The possibilities to re-employ the employee in a suitable job within TU/e as well as his options for employment externally, as stipulated in article 9.14 of the CAO NU;
 - k. Job: The composition of work to be performed by the employee as assigned to him in agreement with the employer;
 - l. Available job: A job that, albeit not suitable, the employee is prepared to accept and in which the employer is willing to employ the employee;
 - m. Re-employment process: The meticulous search for re-employment in a suitable job as stipulated in article 9.12 of the CAO NU, inside or outside TU/e, on which the supervision plan is based;
 - n. Re-employment candidate:
 - a. the employee who receives written notification of redundancy whereby the period of notice is 2 or 3 months as stipulated in article 8.4, clause 2 of the CAO NU, or,
 - b. the employee who receives written notification of possible redundancy due to reorganization as stipulated in article 9.11 of the CAO NU and whose employment may not be terminated for a period of 10 months (redundancy protection period ex article 9.11) and for whom, after the termination of this 10-month protection period, has a notice period of 3 months as stipulated in article 8.4, clause 4 of the CAO NU, and for who a re-employment process will be started.
 - o. IGO: The institution-bound consultation body of the Executive Board and the TU/e employee association;
 - p. Social Policy Framework: The principles, conditions and provisions that apply in reorganizations as stated in chapter 9, paragraph 2 of the CAO NU;

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- q. Salary supplement: Gross supplement to the last received salary pro rata of the original employment scale;
- r. Local employees organizations: Consultation between the Executive Board and the joint employee organizations represented in the OPTU/e as stipulated in appendix C of the CAO NU;
- s. Mobility premium: The premium as stipulated in article 9.8a of the CAO NU, for which the employer who faces redundancy due to reorganization and who resigns by choice according to the conditions in article 24 of this Social Statute, is eligible;
- t. Discontinued job: A job that as a result of an organization change or reorganization: a. is largely discontinued within the management entity or b. disintegrates and is incorporated within other jobs. A discontinued job does not therefore appear as an interchangeable job within the new management agency;
- u. OPTU/e: The joint employee organizations of TU/e;
- v. Organization change: A change in a TU/e management entity that is operational, financial or organizational by nature and results in the redundancy of one or more employees but which is not a reorganization as stipulated in article 9.1 of the CAO NU and this Social Statute. Exceptions to this are organizational changes that were already considered temporary;
- w. Parties: The employer and employee organizations that consult in the IGO;
- x. Suitable job: A job is considered suitable as stipulated in article 9.12a of the CAO NU if the employer considers that the employee or re-employment candidate:
- has the requisite knowledge and expertise to perform the job as expected of him or;
 - can be retrained to be able to do so within 12 months;
 - and can be reasonably considered for this job in relation to his personality, his circumstances and his existing future prospects;
- unless there are compelling demonstrable business interests that would oppose such an appointment. Applicable here is that the suitable job is in the same salary scale, one salary scale higher or, exceptionally, no more than two salary scales lower than the job which the employee or re-employment candidate last had or than the guaranteed scale applicable for him due to a previous reorganization;
- y. Personnel plan: The plan that, on the basis of the reorganization plan, describes the expected detrimental legal consequences for the individual employee (article 9.5, clause 3 of the CAO NU). The plan states in any case:
- a. which employees are subject to a change in position organizationally and how;
 - b. which employees may face redundancy;
 - c. for which employees the legal position is affected directly and drastically;
 - d. how the detrimental legal consequences will be handled in the light of the social policy framework (paragraph 2 H9 CAO NU) and this Social Statute;
- z. Pre re-employment candidate: The employee that is expected to be designated a re-employment candidate within a period of no more than 2 years, and for whom the re-employment process, initiated by the employer and in consultation with the employee, will already start before the period as stipulated in article 9.11 of the CAO NU;
- aa. Detrimental legal consequences: The consequences of a reorganization as stipulated in article 9.1 of the CAO NU and in this social statute, that have a drastic impact on the employees concerned. By drastic is understood, in any case, (possible) redundancy, significant change in the job and transfer to another

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- management entity;
- bb. Protection of rights: The protection of rights the employee has from the stipulations of the CAO NU and/or the General Administration Act;
- cc. Reorganization: A reorganization defined in article 9.1 of the CAO NU as: a change in the organization, as stipulated in article 25, clause 1, sub a to f of the Works Councils Act as this relates to TU/e or a significant part thereof (management entity or part thereof), with immediate and detrimental legal consequences for employees;
- dd. Reorganization plan: The plan as stated in article 9.5, clause 2 of the CAO NU, which describes in detail the intended change of the management entity;
- ee. Social Plan: The plan as stated in article 9.4, clause 1 of the CAO NU, about which the parties in the IGO have reached agreement and in which other aspects concerning a reorganization are contained supplementary to the social policy framework (paragraph 2, H9 CAO NU) and this Social Statute;
- ff. Social Statute: This Social Statute, based on the articles 9.4, clause 1 and 9.8, clause 2 of the CAO NU, that applies in addition to the social policy framework in reorganizations in paragraph 2 of chapter 9 of the CAO NU;
- gg. Status letter The decision in writing in which the employee is informed of his position in the reorganization;
- hh. TU/e: Eindhoven University of Technology, as represented in this by the Executive Board;
- ii. Interchangeable jobs: the jobs as stated in article 9.9 of the CAO NU, as stipulated in the Redundancy Decision, and further specified and elucidated in chapter 12 of the Policy Rules for Redundancy UWV 2012. These are jobs whose intrinsic function, required knowledge, skills and competencies are comparable and the same in terms of level and remuneration; the factors for establishing the interchangeability of jobs must be assessed as a whole whereby a specific transfer period must be calculated for the purpose of induction and minor retraining. The principle is that an employee is virtually immediately employable in the other, interchangeable job;
- jj. Employer: The Executive Board of Eindhoven University of Technology, or the competent authority of the executive;
- kk. Employee: The person(s) employed by TU/e, as stipulated in article 1.1, sub i of the CAO NU;
- ll. Employees organizations: the employees organizations represented in the OPTU/e, being FNV, AC/FBZ-HOP, CMHF/VAWO and CNV Connectief.
2. Unless otherwise explicitly stated, the definitions used are the same as the definitions of the CAO NU, chapter 1.
3. Wherever the male form of the (possessive) pronoun is used in the Social Statute, this also refers to the female form of the (possessive) pronoun.

Artikel 2 Duration

1. The Social Statute takes effect the day after its announcement and lasts for 3 years.
2. If no new agreements are entered into between the parties, the duration of this Social Statute, at the end of the term as stipulated in the first clause, will be automatically extended by one year.
3. Changes in legislation, the CAO NU and/or in the CAO NU social security regulations may cause a change in the Social Statute during its term. This requires agreement in local deliberation between the employer and the employees organizations whereby the parties intend to amend the Social Statute within 6 months of the change.

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Artikel 3 Applicability

1. This Social Statute applies in the event of organizational changes and reorganizations.
2. In the event of privatization/outsourcing a separate covenant will be drafted by the parties and will contain agreements on dealing with the privatization/outsourcing that are based on the purpose of the privatization/outsourcing being an organizational or operational efficiency consideration and not primarily to cut employment costs.

Hoofdstuk 2 Personnel policy

This chapter explains the principles of the TU/e personnel policy along with the investments made by TU/e and the measures TU/e takes to equip employees for sustainable employment and development. The ongoing dialogue between the employer and the employee on the sustainable employability of the employee will contribute to the retention of employment for the employee in the event of organization changes and reorganizations.

2.1 Sustainable employability

The focus of the personnel policy of TU/e is the sustainable employability of the employee through investment in development and employability. Sustainable employability also means, in addition to constant attention to the career and education of the employee, further examination beyond the management entity: TU/e is one employer. Sustainable employability does not stop, however, where TU/e ends; it is precisely the interaction with institutions and companies in the sector and beyond that enable TU/e to excel as a university/educational establishment.

To boost the sustainable employability of the employee TU/e invests in:

- attention for sustainable employability; sustainable employability is set topic in the periodic annual reviews, as stipulated in article 6.6 of the CAO NU. These reviews help stimulate discussion of one's own career and are geared to promoting the link between the ambition of the employee and the needs of TU/e. The possibilities of internal and external mobility are a specific part of the focus;
- the professional development of the employee; through the career scan the employee may have performed and the two development days in which the employee works on his own sustainable employability in the context of career development geared to future jobs;
- training policy: a specific training policy promotes and supports the internal and external employability and mobility of the employee, part of which are a career survey and application training;
- strengthening employership: internal obstacles to mobility are removed as far as possible and the Social Statute contains measures that promote internal mobility and re-employment;
- career possibilities along with the development and mobility preferences of the employees are directly incorporated by the director in the event of the redistribution of tasks across the employees. Transparency and clear communication to the employees concerned are vital here, for example about the content of the newly composed tasks. The employee can, of course, speak with the director and inform him of his interest. In such a redistribution, the director can consider more elements than just intrinsic suitability, such as the (positive) role that the scope and duration of that person's employment may play.
- From Work to Work supervision: whenever changes cause a re-employment of employees or employees to be designated pre re-employment candidates, the employer and the employee can together and actively look at the opportunities inside or outside TU/e. The employer, the employee and the HR advisor together determine whether it would be appropriate to engage the services of a professional mobility and career advisor. The objective is retention of employment for the employee;
- active career policy: TU/e and the employees are jointly responsible for development, career and mobility. Investments will be made in facilities that enable the employees to continue working on their development and maintaining their employability, not only for the organization itself but also for employability in the external job market. TU/e offers employees the following possibilities for career instruments, career advice and supervision:
 - Euflex Employment Services: offers employees of TU/e temporary assignments at institutions and companies whose focus is innovative technologies.

- TU/e Career Consult.
- TU/e Campus Recruitment & Detachment: possibilities for employees with a technology background for assignments inside and outside TU/e.
- TopSelect: Recruitment & Selection, team development and selection assessments.
- Career Counseling: geared to career and job market (re-)orientation and development assessments.
- TU/e Employability Fund; a fund that offers permanent TU/e employees the option to take initiative to improve employability and steer career development towards a job outside their own field of work.

2.2 Code of Ethics

The optimization of policy in the sustainable employability of the employee is conditional on an open, respectful and balanced dialogue between the employee and the employer. The employer and the employee are both responsible for and have an active role in this. Management encourages the employee to be open about his career preferences and future prospects, and the employee and manager may expect that each will treat the talks with mutual trust and respect. The Executive Board and management have a responsible position and are models in terms of their behavior. The Executive Board and management must set clear targets, stimulate employees to perform optimally and create an environment in which teams can cooperate in an inspired way and perform optimally. Management addresses its employees in terms of behavior, both positive and negative, and welcomes feedback and suggestions from its employees. Employees, in their turn, contribute to realizing a good working climate by cooperating with respect and collaborating with loyalty as well as cooperating in the necessary changes in the organization.

The aim of this paragraph is to outline the relationship between the Executive Board, management, employees and the participation bodies of TU/e. The general principles outlined here are substantiated in everyday practice in which management serves as a role model. Where necessary, addressing each other in terms of behavior, discussing the importance of integrity and how this is effected are stimulated. This helps to prevent undesired behavior as much as possible and together a good working environment is created, which all leads to a significant contribution to an inspiring and innovating university.

TU/e aspires to the following core values for mutual relationships and communication:

- professionalism
- respect and trust
- honesty and openness
- engagement
- care
- integrity and avoidance of (the semblance of) conflict of interest
- learning and improvement. TU/e is a learning educational organization in which one learns from what works and what does not work. This means that there is room for improvement; settling scores is not part of the culture. Everyone can be addressed constructively in terms of his responsibility and actions.

These core values require a willingness to communicate clearly and unambiguously, to give and receive feedback, to address others when they do not comply with the rules and to report abuse of responsibilities, to fulfill commitments and the use of decent language also in e-mail traffic, taking account of each other, working in a healthy and inspiring working climate and actively informing each other.

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This paragraph is commensurate with the various specific integrity regulations of TU/e, including:

- Code of conduct for psycho-social workload, relating to undesired behavior such as sexual intimidation, aggression and violence, pestering, discrimination and work stress.
- Regulation concerning use of computer and network TU/e 2012:
- Code of conduct for the purchasing function;
- Code of conduct for scientific integrity;
- Complaints procedure for scientific integrity.

Hoofdstuk 3 Procedure for organization changes and reorganizations

N.B. The articles 4 to 7 apply only in the event of reorganization and are thus not applicable for an organization change.

Artikel 4 Intention and personnel consequences of reorganization

1. The employer will notify the employees organizations in the local body and the authorized participation bodies, applying article 9.2 of the CAO NU, in writing of a proposed reorganization in good time.
2. If two or more organizational changes with a common goal or with an important mutual connection are being considered within one or two parts of the university at (more or less) the same time, the sum of the organizational changes is leading for the question of whether the change process can be regarded as one reorganization, in agreement with the local body.
3. The local employees organizations will, applying article 9.3 of the CAO NU, will be given at least one opportunity to discuss with the employer the manner in which the drastic detrimental legal consequences for the employees concerned will be handled.
4. For a reorganization according to article 9.1 of the CAO NU whereby drastic detrimental legal consequences for employees occur, the local employees organizations will discuss the extent to which special circumstances exist whereby an additional social plan is needed to supplement the social policy framework. Should there be a difference of opinion between the parties about the need for an additional social plan, then both parties will take a constructive stance. If it is agreed that an additional social plan is needed, negotiations to this end will aim to complete within a maximum of three months after the full notification of the reorganization.

Artikel 5 Reorganization plan and Personnel plan

The employer will draft a Reorganization plan and a Personnel plan applying article 9.5 of the CAO NU in accordance with articles 9.6 and 9.7 of the CAO NU. The Reorganization plan will state the date on which the reorganization should be completed.

Artikel 6 Reorganization Personnel plan

1. The Personnel plan will, in accordance with article 9.5, clause 3 of the CAO NU, indicate which jobs in the existing and new organization structure will be compared with each other to determine whether there are exchangeable jobs, for example per sub-group, research group or management entity. The Personnel plan will also indicate the jobs that will be new in the organization structure.
2. In the event of reorganization in accordance with article 9.5, clause 3 of the CAO NU, the Personnel plan will indicate how employment and non-employment will occur.
3. In the employment of employees, the 'person follows task' principle applies: if there are exchangeable jobs, then the employee remains employed in that job unless redundancy applies due to formative contraction.
4. The Personnel plan states which criteria of article 9.9 of the CAO NU will be applied. If different criteria are necessary, a different sequence may be established applying article 9.10 of the CAO NU in consultation with the employees organizations in the local body.
5. An employee becomes redundant if he fulfills a job that is discontinued within the management entity or if he fulfills an exchangeable job in a formative contraction and the employee cannot automatically be employed in accordance with the employment sequence determined by article 9.9 of the CAO NU (redundancy sequence for exchangeable jobs in a reorganization), in which

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case it will be checked whether the employee can be directly employed in another available and suitable job within the management entity.

Artikel 7 Status letter

1. The employee will receive a letter containing the status awarded to the job he fulfills in the management entity, stating, with reference to the Personnel plan if present, whether the job of the employee will become redundant or whether there are exchangeable jobs.
2. In the event of exchangeable jobs, the status letter will also state whether there is scope within the formation for the employee to actually perform his job and be employed.
3. If the employee becomes redundant – through the redundancy of his job or cannot be directly employed due to insufficient room for a vacancy – the employee will be informed if he is eligible for another suitable job in the new organization.
4. If another suitable job is not directly available to employ the employee, he will be informed in writing of impending redundancy due to organization change or reorganization. The employee will thereby be designated a re-employment candidate.

Artikel 8 Redundancy sequence for exchangeable jobs

1. The redundancy sequence is as follows:
 - a. in the event of an organization change: applying article 8.6 CAO NU;
 - b. in the event of a reorganization: applying article 9.9 CAO.
2. In a redundancy the date for determining the duration of employment is calculated from the date of the employee becoming employed at TU/e to the date of the organization change or reorganization by the employer. If there are more than six months between two periods of employment at TU/e, then it will be assumed that the employee was re-employed and the duration of employment will be calculated from the commencement of the most recent employment period.

Artikel 9 Notice and redundancy protection in organization changes and reorganizations and designation as re-employment candidate

1. The employee is a re-employment candidate during the following redundancy protection and/or notice period;
 - a) in the event of an organization change the notice period is 3 months (ex. article 8.4, clause 4 of the CAO NU), with no redundancy protection period ex. article 9.11, clause 1 of the CAO NU;
 - b) in the event of a reorganization the redundancy protection period is 10 months (ex. article 9.11, clause 1 of the CAO NU) during which period the employer will not, during this redundancy protection period, give notice to an employee who faces the threat of redundancy due to reorganization. The redundancy protection period begins on the first day of the month after the month in which the employee is given written notice of the threat of redundancy. Immediately following this redundancy protection period the notice period of 3 months (ex. article 8.4, clause 4 of the CAO NU) takes effect. The total period, therefore, covers 13 months.
2. An employee whose job is threatened in the context of a reorganization in accordance with article 9 CAO NU and whose employment comes to an end within the period of one year, calculated from the implementation of the change, in relation to reaching pensionable age will remain employed until that date, accountable to the management entity in which he was employed at the commencement of the change. The same applies to an employee who has stated in writing his intention to use the FPU scheme/ABP Pension scheme within the period referred to in the

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previous sentence; this latter employee will retain employment until the commencement date of the FPU or ABP Pension scheme.

Hoofdstuk 4 From Work To Work Supervision

Artikel 10 Start of From Work to Work supervision

1. Where an employee as stipulated in article 9, clause 1 of the Social Statute, is designated a re-employment candidate, the From Work to Work supervision begins. This supervision may begin earlier on the initiative of the employer and in consultation with the employee (pre re-employment candidate). The period as stipulated in article 9, clause 1, part a, or part b of this Social Statute remains unchanged.
2. The duration of the From Work to Work supervision is no more than that of the redundancy protection period and/or the notice period as stipulated in article 9, clause 1, part a, or b of this Social Statute. In principle, the From Work to Work supervision will therefore last between at least 3 and no more than 13 months.
3. Within four weeks of the employee having received written notification of notice or threat of redundancy, the employer will draw up a supervision plan.
4. The supervision plan will contain the preferences and possibilities of the employee concerned in relation to another job inside or outside TU/e.
5. A re-employment survey will initially be conducted within the respective management entity and where no suitable job is found there, the search will continue outside the management entity at TU/e on the basis of single employership.
6. In accordance with the scope stated in article 9.12 of the CAO NU, the possibilities for re-employment outside TU/e must also be investigated. If retraining does not help to lead to a suitable job within TU/e, the focus will immediately switch to jobs outside the university whereby an external agency specialized in professionally supervising the intermediation of jobs outside the university may be engaged. The choice of agency will be determined in consultation with the re-employment candidate, initially looking at those agencies with a broad science and engineering network.
7. The supervision plan will focus on at least the following aspects:
 - the assignment of professional supervision and the duration of this, for example for career advice and training;
 - the work to be performed by the re-employment candidate during the redundancy protection period as stipulated in article 9.12, clause 1 of the CAO NU;
 - the gaining of work experience elsewhere, for example by a trial employment or detachment as stipulated in article 9.12, clauses 2 and 3 of the CAO NU ;
 - any apparent limitations of the employee;
 - informing the re-employment candidate about vacancies as stipulated in article 9.14, clause 5 of the CAO NU;
 - following an educational course and the budget available for this;
 - outplacement facilities, such as supervision in finding another job, job application training, intermediation, etc.;
 - other measures to enhance the position in the internal or external job market;
 - use of any specific flanking provisions as stipulated in chapter 5 of the Social Statute;
 - the time the re-employment candidate has available for job application activities geared to finding a job. This concerns the time needed to properly fulfill the agreements in the context of the From Work to Work supervision and amounts to at least 20% of the working week of the employee.
8. The costs of re-employment activities, including retraining or additional training, geared both to expanding the possibilities for re-employment and boosting the chances in the external job market, will be borne to a reasonable extent by TU/e provided the prospects of a suitable job, internal or external, are actually improved.

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9. The responsibility and personnel care for the re-employment candidate is with the organization entity from which the employee concerned comes until the (trial) employment is realized within a new organization entity or elsewhere, or employment is terminated.
10. Agreements concerning (re)employment will be put in writing.

Artikel 11 Obligations for the employer

1. The employer will do his utmost to avoid forced redundancy.
2. The employer will provide the best possible support to the re-employment candidate in obtaining another suitable job inside or outside TU/e.
3. The employer will establish a central re-employment bureau that has an overview of vacancies at TU/e.
4. The re-employment candidate will be registered at the re-employment bureau, which can claim suitable jobs for re-employment candidates and employ them in suitable jobs.
5. In the event of a reorganization, applying article 9.13 of the CAO NU, a re-employment candidate has priority in filling vacancies within TU/e. If the vacancy is a suitable job for the re-employment candidate, the re-employment candidate will be employed in this job.

Artikel 12 Obligations for the employee

1. The re-employment candidate will do his utmost to find a suitable job inside or outside TU/e.
2. The re-employment candidate will make every effort to obtain a suitable job in accordance with the agreements made in the supervision plan, including actively and positively searching for and obtaining another suitable job inside or outside TU/e.
3. The re-employment candidate will provide, where requested and if there is good reason to do so in his own interest, all information that he can reasonably expect to be important in the context of the From Work to Work supervision, and in any case the information on efforts that have been taken by the re-employment candidate in the context of the From Work to Work supervision as stated in this Social Statute.

Artikel 13 Termination of From Work to Work supervision

1. The From Work to Work supervision ends in the event of re-employment of the employee, after the end of the redundancy protection and/or notice period as stated in the second clause and redundancy.
2. Unwillingness to accept a suitable job to prevent forced redundancy or insufficient cooperation with a re-employment survey will lead to the termination of the From Work to Work supervision and redundancy in accordance with article 9.14 clause 3 and 4 CAO NU. If an employee objects to a (re)employment decision on the grounds of being unsuitable for the job, that will not be regarded as being unwilling to accept the job as stated above. This will only apply if and after the objection procedure determines the suitability of the job. The objection does not annul the employment.

Artikel 14 Supervision for unemployment after redundancy

If the employee becomes unemployed after the From Work to Work supervision, the supervision may extend beyond the redundancy applying article 72a of the Unemployment Act. The employer and the unemployed employee will thereby observe the obligations of the Unemployment Act as detailed in the Manual 72a WW.

Hoofdstuk 5 Social Flanking Policy Measures

5.1 General mobility measures

Artikel 15 Employee request

If the employee:

- a. wishes support in accepting a job elsewhere or using one or other scheme to terminate his employment with TU/e, he can notify his superior of such;
- b. is eligible for FPU or pension scheme or has indicated he is keen to work elsewhere, he can notify his superior of such.

Artikel 16 Employer possibilities

The employer can:

- a. honor each request for a temporary or permanent work reduction, including part-time FPU/Pension scheme, whether or not in relation to starting or expanding activities in the employee's own company, acknowledging individual rights;
- b. grant extraordinary leave to the employee as preamble to voluntary redundancy other than contiguous with FPU/Pension scheme;
- c. reduce the overtime to facilitate re-employment possibilities;
- d. deviate from the formal period of notice for an employee who has accepted or is considering accepting a job elsewhere;
- e. give the employee a guarantee of assignments for a certain period if the employee wishes to begin his own company and to this end wishes to voluntarily terminate his employment.

5.2 Internal mobility measures

Artikel 17 Salary guarantee

A job with no more than two salary scales lower than the current job may be considered suitable. If (re)employment occurs in a suitable job at a lower salary scale than the job last performed by the employee, the employee will retain the salary scale applicable to him along with his salary prospects. For (re)employment in an appropriate job agreements can be made about the salary adjustment (duration, level and/or gradual reduction).

Artikel 18 Training costs

The costs of training needed to be able to properly perform the suitable job offered will be paid by TU/e. Leave to study will be granted in accordance with art. 6.9, clause 4 of the CAO NU. An internship (gaining experience) is one of these training facilities.

Artikel 19 Detachment and trial employment (article 9.12 clauses 2 and 3 of the CAO NU)

1. The re-employment candidate can give permission to TU/e for detachment to another employer, with retention of his legal position and employment conditions. The detachment annuls the redundancy protection period. Upon returning to TU/e after the detachment period the re-employment survey for the remaining period will resume.

2. If there is a vacancy whereby doubt exists whether the re-employment candidate will be able to fulfill the job within a reasonable period through retraining or additional training, a trial employment period of no more than 12 months may be effected. During the trial employment the employee has the right to the training needed to be able to perform the new job. The trial employment annuls the redundancy protection period, on the proviso that where the trial employment fails, the re-employment survey resumes for the remaining period.

5.3 External mobility measures

Artikel 20 Outplacement facilities

If the employee requests, outplacement intermediation can be offered, the costs of which are for the employer. The choice of outplacement agency will be decided by the employer in consultation with the employee.

Artikel 21 Extraordinary leave or detachment

The employee who is able to accept a job outside TU/e that has a trial period in the sense of the Dutch Civil Code may, in consultation with the new employer or for the duration of the trial period, be granted extraordinary leave without retention of salary or may enter a detachment agreement with the new employer during the trial period. Employment at TU/e remains intact during this period.

Artikel 22 Reimbursement of moving expenses

1. The employer will award the re-employment candidate moving expenses on the basis of the applicable TU/e reimbursement of moving expenses scheme if acceptance of a job outside TU/e reasonably requires moving house and thereby avoids a claim to unemployment benefit.
2. The reimbursement of moving expenses is deducted from a claim to reimbursement of moving expenses from third parties. The fiscal consequences of this reimbursement lie with the employee.

Artikel 23 Salary supplement

If the re-employment candidate finds a lower paid job outside TU/e during the redundancy protection period and submits a redundancy request as stipulated in article 8.5 CAO NU for his full appointment, the salary will be supplemented to the level of the salary valid at TU/e for up to one year from the date of redundancy. The supplement is a maximum of 20% of the final gross salary earned at TU/e, whereby the difference in salary is calculated on the basis of the difference for a full working week (36 hours). More than 36 working hours per week will not be supplemented. This supplement scheme does not apply to the employee who claims a salary supplement as stipulated in the BWNU.

Artikel 24 Mobility premium

The re-employment candidate is eligible for a mobility premium if he requests redundancy himself with the proviso that his redundancy incurs no benefit expenses (WW, BWNU or ZANU) for TU/e, in accordance with article 9.8 a, CAO NU. If the employee re-joins TU/e within a period of five years after termination of employment, he is obliged to repay the premium received.

Artikel 25 Proportional years of service bonus

To promote voluntary outflow, a proportional years of service bonus will be awarded to the employee who voluntarily opts for a full FPU redundancy/ABP Pension scheme and who would have qualified for

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his 25 or 40 years of service anniversary before pensionable age provided that the date of this anniversary falls within 5 years of the redundancy date.

Artikel 26 Incentive premium

1. The employee who voluntarily ends his employment (fully or partially), whether in combination with FPU or Pension scheme, to accept a job elsewhere or begin his own company may, in all reasonableness, be awarded an individually customized premium to cover the financial costs related to retraining or additional training, interrupted pension, costs of transfer and moving house, repayment obligations and income position.
2. Parties can agree an implementation scheme if desired to regulate the amount and other financial aspects of leaving TU/e. This implementation scheme only applies for a specific (impending) organization change or reorganization and has a fixed term.

Artikel 27 Taking technical equipment

If it helps to obtain and/or (be able to) accept a job at another employer, agreements can be made on taking, for instance, technical equipment.

Artikel 28 Flanking measures in reorganization redundancy

1. TU/e compensates 100% of loss of pension accrual of those (ex-)employees that within 12 months of a redundancy accept a job elsewhere with a contract or appointment term of at least 1 year and which is comparable in pay with the redundant job at TU/e.
2. Employees made forcibly redundant due to reorganization will be awarded a proportional years of service bonus if they would have qualified for their 25 or 40 year years of service anniversary before pensionable age provided that the date of this anniversary falls within 5 years of the redundancy date.
3. An employee who follows a study paid by TU/e for TU/e or for himself but has not completed the study after a forced redundancy may complete the study with TU/e bearing the costs.
4. In accepting a new job after actual redundancy at TU/e, a salary supplement applies in line with the applicable Non-statutory Unemployment Benefit for Dutch Universities.
5. Agreements concerning measures for the forced redundancy of an employee will be notified in writing by the management and state how the employee will be informed about available vacancies and how he can consider these after the termination of employment.

Hoofdstuk 6 Care and legal protection

Artikel 29 Care by employer

In taking decisions regarding individual personnel account will be taken as much as possible of personal circumstances and preferences. Details provided in confidence, such as knowledge of a person and circumstances, will only be used if the employee has given permission to do so.

Artikel 30 Joint Supervisory Committee

1. The employer will establish a joint committee to supervise the correct application and implementation of the Social Statute: the Joint Supervisory Committee.
2. The Joint Supervisory Committee will comprise the following members:
 - a. a chairman, nominated by the Executive Board and appointed with the approval of the two members;
 - b. a member for the employer;
 - c. a member for the joint professional organizations.
3. The members of the Supervisory Committee will be appointed by the Executive Board for each reorganization. Deputies will be appointed for the chairman and members.
4. The Supervisory Committee will meet periodically to discuss the progress of the re-employment process of the employees threatened with redundancy. Everyone may take the initiative for discussion and consultation whereby the progress is monitored and scope is provided for sharing suggestions and considerations that may help expedite or strengthen the re-employment possibilities of the employees concerned. The deputy chairman and deputy members may also take part in this consultation.
5. The OPTU/e will be informed of the findings of the Supervisory Committee. This information will be made anonymous.
6. Both the official and the director of the respective department may present a dispute about the individual application of a stipulation of the Social Statute to the Supervisory Committee for a recommendation, in which case that director may not be the chairman, member or deputy of the Joint Supervisory Committee. The committee will present its recommendation on the dispute issue to the employer and inform the employee of this at the same time.

Artikel 31 Review committee

1. There is a review committee for public universities at sector level, stated in article 9.15 of the CAO NU. This committee reviews the efforts the employer and the employee as agreed in the context of a reorganization and whether there is an intention of forcible redundancy (article 9.15, clause 2 of the CAO NU).
2. Before terminating employment due to reorganization, the review committee will be given the opportunity by the employer to give its opinion of the efforts made by the employer and the employee in the context of the Social Statute.
3. The review committee undertakes its task in accordance with article 9.15 of the CAO NU.
4. The employee for whom redundancy is granted after the judgment of the review committee retains the right to object to the redundancy decision.

Artikel 32 Legal protection

1. Decisions taken in the context of the Social Statute regarding the individual employee will not be taken until the employee, in accordance with article 4:8 of the General Administration Act, is given the opportunity to make his view known concerning the decision.

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2. By virtue of the General Administration Act the employee can object to and appeal against final decisions, but this has no nullifying effect on the contested decision. A redundancy due to reorganization or emanating from the discontinuation of the job or redundancy of personnel will not take effect, applying article 8.9, clause 3 of the CAO NU, earlier than one week after the employer has made a decision on the objection.
3. The advisory committee as stipulated in article 8.9, clause 1 of the CAO NU advises the employer in respect of deciding on objections to redundancy decisions.
4. If an employee objects to a (re-)employment decision on the grounds of it not being suitable, this does not mean that he does not wish to accept the job in the sense of not being willing to cooperate in the (re-)employment. This can only be the case after the objection procedure has assessed the job to be suitable. The objection does not annul the employment.

Hoofdstuk 7 Final stipulations

Artikel 33 Hardship clause

Where the strict application of the stipulations of this Social Statute leads to manifestly unreasonable or unfair consequences for the individual employee, the employer may deviate from the stipulations of this Social Statute in the interests of that employee.

Artikel 34 Official title and date of commencement

1. This Social Statute has been realized in constructive consultation and cooperation with the DPO and the professional organizations concerned.
2. This regulation can be cited as "Social Statute TU/e 2015".
3. This regulation takes effect the day after its announcement in accordance with the General Administration Act.
4. As of the date that this Social Statute takes effect, the Social Statute TU/e dated 13 February 2008 becomes invalid.