

The image is a full-page cover for the 'TU/e Social Statute 2022'. It features a photograph of a modern building with large glass windows and a balcony. The balcony has a glass railing and is surrounded by lush green trees and foliage. Inside the building, several people are visible, some sitting at tables and others standing. The text 'TU/e Social Statute 2022' is overlaid on the left side in white. The TU/e logo and name are on the right side, also in white. The overall tone is professional and modern, with a focus on the university's social environment.

TU/e Social Statute 2022

TU/e

EINDHOVEN
UNIVERSITY OF
TECHNOLOGY

TU/e Social Statute 2022

1. Introduction

Eindhoven University of Technology, TU/e, is a community of students, scientists and academics, and support staff. It is TU/e's ambition to be among the leading universities in the field of Science and Technology, which requires a great deal of effort from all involved. TU/e therefore invests in good working conditions that contribute to the degree of motivation and employability, the professional and personal development of employees, the ability to collaborate and the quality of the work.

To give substance to this vision and achieve this ambition, the organisation and the employees of TU/e continuously develop and adapt. The boards and (managing) directors of management units have ample authority to set up their organisations and adjust their working methods. Often, these are small changes that have little or no impact on employees and occur naturally. Sometimes, changes have a large(er) impact on (the work of) employees or there may even be changes to or the loss of positions. In such cases, this Social Statute contains agreements that enable TU/e to implement the changes and prevent possible negative consequences for employees as much as possible.

The employer and employees' organisations recognize that sustainable employability is an important factor that contributes to TU/e's ambition to be a dynamic organisation where people matter. Career development and sustainable employability are part of the regular review cycle between employee and manager. The employee and the manager discuss which internal or external steps the employee wishes to take. In this framework, (future) developments within the organisation are anticipated as far ahead as possible.

In a changing organisation, workload is a point of attention. In the case of both organisational development and organisational change, the employer assesses and monitors the workload consequences when drawing up the reorganisation and personnel plan. This concerns 1) an increase in workload as a result of extra work for certain employees in the context of preparing for and realizing the organisational change, 2) an increase in workload as a result of any early voluntary departure of employees and 3) an increase in workload as a result of the loss of positions within the new organisation. If necessary, the employer shall take measures to overcome possible negative consequences.

Naturally, the provisions of laws and regulations, including the Dutch Civil Code (BW) and the Collective Labour Agreement of Dutch Universities (CAO NU), are the starting point for this Social Statute. The provisions in the BW and subsequently the CAO NU take precedence over the provisions in this Social Statute. Provisions already laid down elsewhere have not been incorporated into this Social Statute, unless this is necessary for the sake of readability. For example, the role of employee participation bodies in organisational development and organisational change has not been included in this Social Statute; after all, this is set out in the Higher Education and Research Act (WHW) and in Chapter 3 of the TU/e Governance and Management Regulations.

Article 1.1 Definitions

This Social Statute understands the following:

- a. Management unit: a management unit, as referred to in Article 1.1, paragraph 1, sub m of the TU/e Governance and Management Regulations.
- b. CAO NU: the Collective Labour Agreement for Dutch Universities (see [CAO NU 2023-2024](#) for the most current).
- c. FTE: a unit based on a full working week of 38 hours per week, which indicates the size of a position.
- d. Position: a job profile and classification, as included in the University Job Classification System (UFO) system, which exists within the organisation and is possibly supplemented by an area of knowledge or focus and required competencies.
- e. Placement candidate: an employee who cannot be placed in the new organisation.
- f. New organisation: the organisation following the realization of an organisational change.
- g. Organisation: Eindhoven University of Technology as a whole, a management unit, a group or a department.
- h. Parties: the Executive Board of TU/e and the employees' organisations that have agreed to this Social Statute.
- i. Suitable position: a position is considered suitable if, in the opinion of the employer, the employee:
 - possesses the knowledge and skills deemed necessary to perform the position effectively and the position therefore matches the employee's education, experience and abilities, or;
 - the employee or placement candidate can be retrained or given further training within 12 months and can reasonably be assigned to this position in view of his/her personality, circumstances and the prospects that exist for him/her;
 - unless compelling business interests do not allow for it.
- j. Interchangeable position: a position as referred to in Article 13 of the Redundancy Regulations.
- k. Discontinued position: a position that no longer exists in the new organisation as a result of an organisational change or reorganisation.

Article 1.2 Duration

1. The Social Statute shall enter into force on the day after its publication and shall have a duration of three years.
2. The parties shall evaluate this Social Statute following the end of the duration referred to in paragraph 1, paying particular attention to the salary guarantee in Article 6.11. The parties may agree to extend the period of validity of this Social Statute by one year on no more than two occasions.
3. Changes in legislation and regulations may give cause to amend the Social Statute during its term. The Social Statute may also be amended during its term if one of the parties sees reason to do so. Agreement between the employer and the employees' organisations in the local consultation is required for this.

Article 1.3 Scope of application

1. This Social Statute applies to organisational developments, organisational changes and reorganisations.
2. In the case of privatization/outsourcing, parties will make agreements on how to handle this.

2. Change method

In many cases, the desired or necessary change can be achieved by organizing the work differently, working in a different way or using different systems and resources. This often goes hand in hand with employee development and training. When it comes to important developments, modifications or changes with a large(er) impact on (the work of) employees, this requires a project and process approach and the start of (an) organisational development (track). In other cases, a change in the structure or size of an organisation is necessary to achieve the goal.

Article 2.1 Three types of organisational change

This Social Statute distinguishes between adjustments through organisational development and through organisational changes.

1. **Organisational development (type A):** organising work differently within the position, which impacts a substantial proportion of the employees within a management unit, using a development plan and without resulting in forced changes to positions or placement candidates.
2. Organisational change comes in two forms, namely:
 - **an organisational change (type B):** a change in the organisation, as referred to in Article 25, paragraph 1, subs a to f of the Works Councils Act, which relates to the university or an important part thereof in which a (temporarily) suitable position is available to all employees and compulsory redundancies as a result of this organisational change have been ruled out by the employer.
 - **a reorganisation (type C):** as referred to in Article 9.1 of the CAO NU; a change in the organisation, as referred to in Article 25, paragraph 1, subs a to f of the Works Councils Act, which relates to the university or an important part thereof in which compulsory redundancies are foreseen.

Article 2.2 Periodic consultation in the local consultation

In the local consultation, the parties shall discuss at least once per year what organisational developments, organisational changes and reorganisations are expected to take place in the coming year.

Article 2.3 Multiple organisational changes at the same time

The employer shall designate organisational changes with a common purpose and significant interrelationship as one organisational change if the changes occur simultaneously, unless the parties agree otherwise.

Article 2.4 Voluntary mobility phase (social flanking policy applicable)

During organisational development or prior to an organisational change, the parties agree that a 'voluntary mobility phase' may apply. In this voluntary mobility phase, the employer may give groups of employees the opportunity to claim one or more measures from Chapter 6 of this Social Statute if this contributes to the goal of the organisational development, organisational change or reorganisation and does not lead to additional taxation in the individual situation.

Article 2.5 Central HRM contact point¹

1. The central HRM contact point has an overview of all vacancies (with a minimum size of 0.2 FTE and that need to be filled for six months or longer) and placement candidates at TU/e. Vacancy holders report vacancies to the contact point prior to their internal and/or external opening.
2. The manager shall report the employee as a placement candidate to the central HRM contact point.
3. The central HRM contact point may temporarily reserve a vacancy for a placement candidate and request that the vacancy holder assess the suitability of the position for the employee and possibly offer the position to the employee. The vacancy holder shall offer the position to the employee if the position has also been assessed as suitable by all parties.
4. In the event of a difference of opinion regarding the suitability, as referred to in paragraph 3, this may be reviewed by the Redeployment Disputes Committee.

3. Organisational development (type A)

Organisations and employees are continuously developing. Within TU/e, the focus among managers and employees is on the further development and optimization of work, such as by using other systems or organising the work differently. This is part of daily practice. In organisational development, the adjustments take place within the employee's position. Unlike in the case of organisational change and reorganisation, this does not involve placement candidates. Nevertheless, the parties consider it important to be transparent and to make agreements even in the case of organisational development. These agreements are included in this chapter.

Article 3.1 Intention of organisational development

The employer shall inform local employees' organisations in writing of any intention to develop the organisation by means of a development plan which includes: the motivation, the goal, an explanation of the impact on a substantial proportion of the employees of the management unit, the planning of the organisational development, a development plan for the position(s) concerned and a possible development and/or training plan for the employees with these position(s).

Article 3.2 Informing employees

1. In all cases, the manager shall inform employees of:
 - a. the intention for organisational development, in accordance with the development plan; and
 - b. the voluntary mobility phase, if applicable.
2. The manager shall discuss with the employee what the organisational development (in accordance with the development plan) and the points under 1 mean for the employee in concrete terms and what opportunities these offer.

¹ Paragraphs 1 through 4 of Article 2.5 apply in the event of a reorganisation, as referred to in Chapter 5. The central HRM contact point may, however, provide a recommendation in the event of an organisational change in a situation referred to in Article 4.4, paragraph 5.

4. Organisational change (type B)

Article 4.1 Intention of organisational change

The employer shall inform the local consultation in writing of any intention of organisational change. In all cases, this shall include:

- a. the motivation behind the organisational change.
- b. the goal of the organisational change.
- c. the procedure and timeline for the realization of the organisational change.

Article 4.2 Organisational change plan

1. The employer shall prepare an organisational change plan. In all cases, this shall include:
 - a. the scope of the organisational change.
 - b. the motivation and goal of the organisational change.
 - c. the changes from the current organisation.
 - d. the end date on which the organisational change is to be implemented.
 - e. a timeline, including the process steps between the start and end dates of the organisational change.
 - f. the positions which shall exist in the new organisation and the corresponding size in FTE.
 - g. which positions involve interchangeable positions, which are new, and which will have been discontinued.
 - h. a description of the transition process from winding down old tasks to starting up new ones.
 - i. a development and/or training plan for the relevant employees for the realization of the organisational change.
2. In determining the interchangeable positions referred to in paragraph 1, sub g, only positions within the scope of the organisational change shall be considered.

Article 4.3 Informing employees

1. During the organisational change, the employer shall, in all cases, inform the employees of:
 - a. the intention for organisational change.
 - b. the voluntary mobility phase, if applicable.
 - c. the organisational change plan and associated timeline.
2. The manager shall discuss with the individual employee what the organisational change and the points under 1 mean for the employee in concrete terms and what opportunities and possibilities they offer. At the employee's request, a listener may be present during these discussions.

Article 4.4 Placement procedure

1. The employer shall determine which employees shall be placed in the new organisation by applying the proportionality principle, as included in Article 11 of the Redundancy Regulations. Article 4.2, paragraph 2 applies in this regard.
2. For those employees who are not placed, as referred to in paragraph 1, the parties may establish a placement procedure if the parties consider this necessary in view of the size of this group of employees. This procedure shall be aimed at placing all employees in suitable positions within the new organisation.
3. At the earliest possible stage, the employee shall receive a letter which states whether the employee can be placed in his/her own (interchangeable) position or in a suitable position within the new organisation.

In the case of a temporarily suitable position, agreements are made with the employee to facilitate placement in a structurally suitable position.

4. The employer is obliged to offer a suitable position in the new organisation to the employees referred to in paragraph 2.
5. If the employee believes that the position offered in the new organisation is not a suitable position, the employee shall make this known in writing to the (managing) director of the management unit. The (managing) director shall then obtain a recommendation from the central HRM contact point. On the basis of this recommendation, the (managing) director of the management unit shall make a decision on the suitability of the position.
6. The employer may agree with the employee on one or more of the measures in Chapter 6 of these Social Statute regulations if:
 - a. the measures, in the opinion of the employer, contribute to the goal of the organisational change;
 - b. the conditions for granting the measures are met; and
 - c. granting the measures does not result in additional taxation.

In the case of measures from paragraph 6A, these shall be recorded in writing.

5. Reorganisation (type C)

In the event of a reorganisation, the provisions of Chapter 9 of the CAO NU apply in full, as do the provisions of the Redundancy Regulations (Article 7:669, paragraph 5 of the BW) and their elaboration in the Implementation Rules for Dismissal for Commercial Reasons of the UWV (hereinafter referred to as the Implementation Rules). The Redundancy Regulations determine, among other things:

- the positions which play a role in assessing whether a suitable position is available within TU/e for an employee who may be made redundant (Article 9).
- that the order of dismissal shall be determined on the basis of the proportionality principle (Article 11).
- when positions are interchangeable and the fact that this should be determined TU/e-wide (Articles 13 and 14).
- that an order of precedence is maintained in the termination of employment relationships and what this is (Article 17).

The Implementation Rules contain a further elaboration and explanation of the relevant articles in the BW and the Redundancy Regulations. Examples are given on how the order of precedence is determined in the event of dismissal and how the proportionality principle works. The provisions in this chapter supplement the applicable documents referred to above.

The basic principle is that the management of the unit to be reorganized is responsible for the reorganisation and the employees of the unit. This responsibility therefore also extends to the guidance of employees who cannot be placed in the new organisation: the placement candidates. This chapter contains the reorganisation procedure and the agreements that apply to the job-to-job guidance. The Redeployment Disputes Committee has been established to resolve disputes between the manager and the employee, as referred to in Chapter 5C.

5.A The reorganisation procedure

Article 5.1 Supplementary social plan

With the measures in Chapter 6 of this Social Statute, the parties shall implement the provisions of Article 9.4 of the CAO NU in advance of each reorganisation. If the parties believe that a specific reorganisation also requires additional measures to facilitate mobility, they may agree on a supplementary social plan.

Article 5.2 Reorganisation plan and personnel plan

1. In addition to Article 9.5, paragraph 2 of the CAO NU, the reorganisation plan states:
 - a. the date on which the new organisation will begin.
 - b. a timeline for the reorganisation.
 - c. a reference date for the application of the proportionality principle.
2. In addition to Article 9.5, paragraph 3 of the CAO NU, the personnel plan states:
 - a. which positions exist within the organisation and the corresponding size in FTE.
 - b. which positions are interchangeable and how Article 13 paragraph 2 of the Redundancy Regulations has been implemented.
 - c. which positions are new.
 - d. which positions will be discontinued.

Article 5.3 Informing employees

1. During the reorganisation, the employer shall, in all cases, inform the employee of:
 - a. the intention to reorganise, as referred to in Article 9.2 of the CAO NU.
 - b. the voluntary mobility phase, if applicable.
 - c. the reorganisation plan and its associated timeline.
 - d. the personnel plan.
2. The manager discusses with the employee what the reorganisation and the points under 1 mean for the employee in concrete terms and what opportunities and possibilities they offer. At the employee's request, a listener may be present during these discussions.

Article 5.4 Placement procedure

1. The employer shall determine which employees will be placed in the new organisation by applying the proportionality principle, as set out in Article 11 of the Redundancy Regulations.
2. For the employees who are not placed, as referred to in paragraph 1, the parties may establish a placement procedure if the parties deem it necessary in view of the size of this group of employees.
3. At the earliest possible stage, the employee shall receive a letter which will, in all cases, state whether the employee can be placed in his/her own (interchangeable) position or a suitable position within the new organisation or whether the employee is a placement candidate and the reason for this.
4. The employer shall endeavour to place as many employees referred to in paragraph 2 as possible in a suitable position in the new organisation.
5. If the employee believes that the position offered in the new organisation is not a suitable position, the employee shall make this known in writing to the (managing) director of the management unit. The (managing) director shall then obtain a recommendation from the central HRM contact point. On the

basis of this recommendation, the (managing) director of the management unit shall make a decision on the suitability of the position.

6. If no suitable position is available for the placement candidate in the new organisation, the employer shall inform this employee in writing that there is the threat of redundancy. As an exception to paragraph 4, the employer shall assign a placement candidate whose employment contract is terminated due to reaching the state pension age or making use of the ABP pension scheme to other suitable or temporary work within the organisation. The condition for this is that the employment contract ends within one year of the date on which the new organisation starts.
7. Placement candidates can claim the measures in Chapter 6 of this Social Statute and the job-to-job guidance.

5.B Re-employment and job-to-job guidance

The employer aims to offer as many employees as possible their own (interchangeable) position or another suitable position in the new organisation. If this is not possible, these employees will be given the status of placement candidates and the job-to-job period will start for these placement candidates. During this, the employer and employee will make a joint effort to find a suitable position within the organisation or, in the event of a reorganisation, another position outside of the organisation to prevent the employee from facing compulsory redundancy.

Article 5.5 Goal and duration of the job-to-job guidance

1. The job-to-job guidance begins on the date referred to in Article 9.10, paragraph 2 of the CAO NU. The duration of the job-to-job guidance shall be, at most, equal to the duration of the employment protection period as referred to in Article 9.10 of the CAO NU, plus the notice period as referred to in Article 8.1, paragraph 2 of the CAO NU.
2. The job-to-job guidance aims for:
 - a. the placement of the employee in a suitable position at TU/e.
 - b. acceptance by the employee of a position with another employer.

Article 5.6 Job-to-job investigation

The employer and the employee shall investigate the wishes and development opportunities of the employee for another position within and/or outside of TU/e, as referred to in Article 9.11 of the CAO NU. In doing so, they shall consult with a mobility advisor. The results of this investigation serve as input for the job-to-job guidance.

Article 5.7 Job-to-job agreement

1. Within four weeks of the start of the job-to-job guidance, the manager and the employee will draft a job-to-job agreement.
2. The job-to-job agreement shall include the goal of the job-to-job guidance and the agreements to achieve this goal.
3. In addition to Articles 9.11 and 9.14 of the CAO NU, the job-to-job agreement may contain agreements on:

- a. the involvement of professional guidance and the duration of this, such as for career advice and (job application) training.
 - b. temporary work: the employee may, at his/her own request and with the consent of the employer, perform temporary (other) work during the employment protection period, despite the fact that, in principle, the employee is completely exempt from work during the employment protection period on the grounds of Article 9.11, paragraph 1 of the CAO NU. These activities contribute to the goals of the job-to-job guidance and are carried out with the intention of increasing the chances of re-employment. In addition to performing the temporary work, agreements are made about the time the employee keeps available for job application activities and other efforts aimed at finding a suitable position in order to be able to properly exercise the agreements of the job-to-job guidance. This time, to be determined by the employee, shall be at least 20% of the working hours. The employment protection period shall not be extended by the period of such temporary work. Carrying out the temporary work does not affect the employee's salary (maintenance of salary level).
 - c. gaining work experience elsewhere, such as through a trial placement within TU/e in a position that is expected to be suitable or secondment outside of TU/e as referred to in Article 9.11, paragraphs 2 and 3 of the CAO NU. The employment protection period shall be extended with the application of Article 9.11, paragraph 4 of the CAO NU.
 - d. informing the employee of vacancies, as referred to in Article 9.13 of the CAO NU.
 - e. attending a training program and the budget available for this, as referred to in Article 9.14, paragraph 2 of the CAO NU.
 - f. other measures to advance the employee's position in the internal or external labour market.
 - g. the use of measures in Chapter 6 of the Social Statute.
4. The employer shall bear the costs of the job-to-job guidance and the implementation of the job-to-job agreement, including retraining and/or refresher courses, aimed at broadening the possibilities for placement in a suitable position at TU/e and at increasing the chances of the employee accepting a position with another employer.
5. During the job-to-job guidance, the new organisation is responsible for the guidance and care of placement candidates and shall designate a manager for this.

Article 5.8 Termination of the job-to-job guidance

1. The job-to-job guidance ends:
 - a. upon placement of the employee in a suitable position at TU/e;
 - b. upon acceptance by the employee of a position with another employer;
 - c. if the employee resigns or is made redundant; or
 - d. on the date referred to in Article 5.5, paragraph 1.
2. The employer may terminate the job-to-job guidance in the interim if the employee:
 - a. fails to comply with the agreements in the job-to-job agreement, having been reminded in writing of this fact and of the consequences of continued non-compliance;
 - b. refuses a suitable position offered by the employer; or
 - c. refuses a position offered by another employer.

3. The employer may request that the employment contract with the employee be terminated on the grounds of Article 7:669, paragraph 3 under e of the BW if the job-to-job guidance ends for a reason referred to in paragraph 2.

5.C The Redeployment Disputes Committee

In the event of a reorganisation, compulsory redundancy of an employee cannot be ruled out. A condition for such a redundancy is that the applicable procedures have been applied correctly. Ultimately, it is up to the UWV to grant permission to terminate the employment contract. In the event of disputes about placement or termination, the employer and employee can go to the subdistrict court.

Disputes regarding designation as a placement candidate, the job-to-job agreement or its implementation can hinder the progress of the job-to-job guidance. The parties therefore believe that it is important that the employer and the employee resolve their dispute as swiftly as possible. If the manager and the employee cannot resolve the dispute together, both the manager and the employee have the option of requesting a recommendation on the dispute from the Redeployment Disputes Committee.

Article 5.9 Redeployment Disputes Committee

1. In the event of a reorganisation, the employer shall establish a Redeployment Disputes Committee which, at the request of the manager or the employee, shall advise on disputes concerning the designation of the employee as a placement candidate, on the content of the job-to-job agreement or on its implementation.
2. The Redeployment Disputes Committee shall consist of the following members:
 - a. a chair, nominated by the Executive Board and appointed with the consent of the two members.
 - b. one member on behalf of the employer.
 - c. one member on behalf of the collective employees' organisations.
3. The Executive Board shall appoint the members of the Redeployment Disputes Committee. Deputies may be appointed for the chair and members.
4. The employer shall draw up regulations setting out the working methods of the Redeployment Disputes Committee.

6. Social flanking policy measures

In addition to the social policy framework within reorganisations in Chapter 9, paragraph 2 of the CAO NU, the following social flanking policy measures apply to TU/e employees unless explicitly stated otherwise. This also implements Article 9.4 of the CAO NU. The measures are agreed in writing by the employer and the employee. The employee who wishes to claim one or more measures mentioned in this chapter shall request this in writing from the (managing) director of the management unit, stating their reasons, unless this is part of the job-to-job agreement.

6.A Measures for the termination of employment at the request of the employee

Article 6.1 Mobility allowance

1. In reference to Article 9.9 of the CAO NU, the employer may also offer the employee the opportunity to claim a mobility allowance in the event of an organisational change if, in the opinion of the employer, this contributes to the goal of the organisational change.
2. When applying the mobility allowance table in Appendix K of the CAO NU, the employer takes the first month of dismissal protection as the starting point.

Article 6.2 Proportional ABP years of service bonus

The employer shall grant a proportional ABP years of service bonus to an employee who requests his/her own dismissal if the employee:

- a. would have reached the 25th or 40th ABP service anniversary before reaching the state pension age, and;
- b. the date of the ABP service anniversary falls within five years of the dismissal date.

Article 6.3 Extraordinary leave or secondment

1. If an employee wishes to accept a position with a trial period clause with another employer, the employer may, for the duration of the trial period:
 - a. grant extraordinary leave without pay; or
 - b. enter into a secondment agreement in consultation with the new employer.
2. In doing so, the employee and employer also agree that the employment contract will end upon the expiration of the trial period, unless the new employer terminates the employment contract during the trial period.

Article 6.4 Salary reimbursement

1. If the employee accepts a position with a lower salary outside of TU/e and personally terminates the employment contract, the employer will reimburse one year of the difference between the salary at the new employer and the salary applicable at TU/e on the date of dismissal.
2. The reimbursement shall be 12 times the difference in salary with a maximum salary difference of 20% of the last gross monthly salary earned. The employer shall calculate the salary difference on the basis of the difference for full working hours (38 hours). The employer shall not reimburse any hours worked in excess of 38 hours per week. In the case of fewer working hours, the employer shall calculate the reimbursement in proportion to a full working week.
3. The employer shall provide the reimbursement at the time of the final settlement of the employment contract.
4. This reimbursement does not apply to employees who are entitled to a salary supplement, as referred to in the Unemployment Scheme of the Dutch Universities Exceeding the Statutory Minimum (BWNU).

Article 6.5 Taking (technical research) equipment

The employer may make agreements with the employee to take (technical research) equipment with him/her if this contributes to obtaining and/or (having the option of) accepting a position with another employer.

Article 6.6 Granting of extraordinary leave

The employer may grant extraordinary leave prior to the dismissal at the employee's own request, with the exception of employees who subsequently make use of the ABP pension scheme.

Article 6.7 Outplacement facilities

The employer may offer outplacement to the employee as part of the job-to-job agreement. The costs of outplacement are borne by the employer. The employee chooses from outplacement agencies selected by the employer.

Article 6.8 Starting your own business

The employer may provide a guarantee of assignments for a certain period of time to an employee who personally terminates the employment contract to start his/her own business.

Article 6.9 Termination agreement

The employer and the employee shall record the granting of the measures in this section in a termination agreement, which shall explicitly state that the employment contract will be terminated at the request of the employee.

6.B Measures for an intended reorganisation redundancy**Article 6.10 Offering a termination agreement**

1. After the employment protection period has expired, the employer shall offer the employee a termination agreement, as referred to in Article 7:670b of the BW.
2. In all cases, this shall state that:
 - a. if an employee is pursuing a study program at TU/e's expense but has not completed that program following the employment protection period, the employee may complete that program at TU/e's expense.
 - b. when accepting a new position following dismissal from TU/e employment, a salary supplement applies in accordance with the applicable Unemployment Scheme of the Dutch Universities Exceeding the Statutory Minimum (BWNNU).
 - c. the employee is entitled to a proportional ABP years of service bonus if the employee:
 - would have reached the 25th or 40th ABP service anniversary before the state pension age, and;
 - the date of the ABP service anniversary falls within five years of the dismissal date.

6.C. Measures during organisational change, reorganisation and the employment protection period**Article 6.11 Salary guarantee in the case of a placement in a suitable position**

An employee who is placed in a suitable job with a lower salary scale shall retain the salary, salary scale and salary prospects as in the situation before the placement. Upon placement in a suitable position, the UFO job profile and job level shall change to the UFO job profile and job level associated with the suitable position.

7. Final provisions

Article 7.1 Hardship clause

In cases in which strict application of the provisions of this Social Statute would lead to manifestly unreasonable or unfair consequences for the individual employee, the employer may deviate from the provisions of this Social Statute in the interests of the employee concerned. The employee may submit a request to that effect to the (managing) director of the management unit in which the employee works. The (managing) director shall forward the request, with or without additional relevant information, to the director of HRM. The director of HRM shall decide on the request.

Article 7.2 Official title and date of commencement

1. This Social Statute has been realized through constructive consultation between the parties.
2. This regulation is effective as of March 1, 2022, for a period of three years.
3. This regulation may be cited as '*TU/e Social Statute 2022*'.
4. As of the date on which this Social Statute takes effect, the TU/e Social Statute dated November 25, 2015, becomes invalid.

This regulation has been updated on February 5, 2024.