

# › MY EMPLOYABILITY- MY WORK

# My Employability - My Work

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## What will you find in this chapter?

In this chapter, you will find rules and guidelines that relate to, or that you can use in, the context of your employability both inside and outside TNO. You will find here, among other things, basic principles that apply within TNO to assist in your development, activities that you can undertake and a checklist for agreements you can make about this with your manager.

We also look at the Life Phase focused working that applies within TNO with a focus on the different stages of life considered and the instruments available.

We likewise devote attention to the Step-Back Policy, which sets out the rules and principles that apply if you want to take a temporary or permanent step back in your career. Here you will also find a checklist to help you make agreements with your manager.

Finally, we look at the rules and measures in secondment and transfer.

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## What is it?

Empower contributes significantly to the realisation of one of TNO's most important goals: impact on society. In order to create impact in an ever faster changing world, it is necessary to be constantly engaged in performance and development at an organisational, team and individual level. At TNO, the focus on performance and development at an individual level comes together in Empower. The word 'appreciation' fits in with Empower because this term aligns with the focus on development and intrinsic motivation.

Empower is a stimulating approach that:

1. encourages your intrinsic motivation and personal talent development;
2. facilitates your performance and mutual value creation<sup>1</sup>;
3. is supported by a simple process and an accessible application;
4. has explainable appreciation scores.

As a result, Empower is of crucial value to TNO's collective goal of achieving impact.

## Talent development

Your development is essential for both yourself and TNO. Through ongoing development you ensure, with support from your manager, that you are and remain optimally employable for TNO and other organisations. Talent development is a major focus within Empower. For further information, see the 'Interviews' section. In Empower you make agreements with your manager on how you will deal with development, competences and professional knowledge.

Employability is part of TNO's culture. Key words in this regard are 'personal direction and responsibility', 'talent approach', 'initiative', 'development', 'movement', 'change' and a 'clear perspective on the future'.

## Appreciation

The focus of Empower is on supporting your intrinsic motivation and appreciating your personal talent development. Intrinsic motivation is a form of motivation that comes from within yourself and therefore does not have to be brought about by external factors (for example by a manager). This is being facilitated and stimulated so that:

- you can shape your desired development, together with your manager, in a way that suits you (autonomy);
- you have a realistic picture of your performance and are given plenty of space to improve within your work, in which your talent is central (mastery);
- you know what contribution you can make to the results of the (project) team, the department, the research group and/or TNO as a whole (goal).

## Interviews

Interviews between you and your manager should preferably take place throughout the year. You determine the number of interviews and their content together and is a shared responsibility of yourself and manager. Together you take responsibility for your development and career.

The interviews will focus on your development (including your competences and professional knowledge), the content of the work, the results achieved and to be achieved and what you have contributed and will be contributing to the goals of the team and of TNO. The feedback that you have received can be part of the interview. Feedback is part of your daily collaboration with your manager, your direct colleagues, your customers and your team leader, if any, and the employees who report to you.

An important focus is on your talents and how these can be put to the best possible use in the

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<sup>1</sup>In accordance with the HR strategy.

work environment. You and your manager make written agreements about this. These agreements concerns at least formulated objectives, results of Home for Talent – Talent Review sessions\* (if applicable), but also other information employee and manager considers it's relevant in the context of Empower. At least once a year, you will save the agreements made with your manager in a central application.

- \* The Home For Talent – Talent Review sessions will include the following topics:
  - Changes of salary scale of (certain) employees;
  - Employees with a current or future 'not good enough' appreciation (and any follow-up actions);
  - Employee development.

More information on the above and how you can give shape to all this can be found in the [toolbox](#).

## **Appreciations**

The appreciation concerns your performance and has no influence on a possible salary increase. Your salary will grow depending on your position on the scale, your Relative Salary Position (RSP) and any General Salary Measure (ASM). See the chapter 'My Income' under 'Salary increase'.

There are two possible forms of appreciation:

- good;
- not good enough.

The assumption is that you are putting in a 'good' performance. At least once a year, your manager will decide whether the 'good' appreciation is still appropriate and will discuss this with you. Your appreciation will be recorded in SAP in My Personnel file. If there is a change in appreciation, this will be discussed with you beforehand, substantiated in writing and recorded in My Personnel file. The appreciation is valid until another appreciation is applicable.

Regardless of the appreciation, your employability can be supported by means of a sustainable employability plan.

### *Good:*

The employee performs well or very well. The results achieved and the performance are entirely satisfactory. The goals set and the job requirements are (more than) met.

### *Not good enough:*

The employee's performance is not good enough. The employee does not meet the goals set and the job requirements and performs below the level that would normally be expected of someone in view of his or her job or job level. In that case, an improvement plan will be drawn up with the aim of bringing the performance to the desired level. As a rule, the desired progress will be evaluated after six (6) months on the basis of the improvement plan.

## **Improvement programme**

The 'not good enough' appreciation results in an improvement programme. Within one (1) month of the interview in which you were told that your appreciation will be adjusted to 'not good enough', your manager will plan a meeting with you and possibly the HR Business Partner concerned in order to outline the consequences and the follow-up process. In consultation with the HR Business Partner, you and your manager will draw up an [improvement programme](#) with a maximum duration of six (6) months. The responsibility for drawing up and implementing the improvement programme lies with both you and your manager. The improvement programme is stored in the digital personnel file.

The HR Business Partner has an advisory role in this process. The manager provides an interim evaluation interview after a maximum of three (3) months, during which the progress of the improvement programme is reviewed. A report will be made of this interview and kept in the digital personnel file.

If your appreciation is repeatedly not good enough and/or the improvement programme has not led to a sufficient improvement, this could result in an exit programme. In that case, your manager will organise an interview with you, the HR Business Partner concerned and your manager within one (1) month of the final evaluation of the improvement programme in order to discuss, agree upon and record the consequences and the follow-up process aimed at an exit.

If you disagree with your appreciation, your immediate manager will make a decision. If you disagree with this decision as well, please let us know in writing. This should preferably be completed within one (1) month (but in any case, within three (3) months) of the date of the interview.

In the event of a difference of opinion, there are two separate situations: substantive and procedural.

Substantive:

In the event of a difference in opinion regarding the substantiation of the appreciation, you may first submit the dispute to your immediate manager and possibly, as a second step, to your Managing Director within one (1) month of the interview. In such a situation, the aim is for the complaints procedure to be completed within one (1) month (but in any case, within three (3) months) of the interview. During the complaints period, the process of formulating an improvement programme triggered by the 'not good enough' appreciation will be started unless you explicitly request that this be postponed until after the substantive complaints procedure has been concluded.

Procedural:

If you have a complaint about non-compliance or deviation from the procedure, the Individual Complaints Regulation applies (Norms and Values chapter, Individual Complaints Regulation section). This chapter does not apply in the event of a substantive difference of opinion.

## Employability Scan

Whatever stage you are at in your working life, it is always good to take stock every now and then and look at where you have come from and where you want to go, a kind of thorough check to find out whether your current work situation is satisfactory and what your wishes and needs are for the future. Maybe you have this very much in mind and are steadily working towards it. It may also be the case that you don't quite know or that you get a signal that there is concern about your sustainable employability. So let us inspire you and guide you to explore.

Look for possible support in the TNO Talent Centre under Career & Mobility. The [toolbox](#) only contains the 360-degree reflector.

If your performance is not good enough or if there are concerns about your long-term employability, you can be allocated a personal training budget of EUR 1,000 on the basis of your development plan.

## Forms of appreciation

In addition to the aforementioned forms of appreciation, we recognise financial and non-financial forms of appreciation.

The financial appreciations are called bonuses and are further described in the chapter '[My Income](#)' under the section 'Bonuses'.

The non-financial bonuses are further described as a form of appreciation below.

The basis is that appreciation should (also) be expressed for you and your colleagues and your performance. This can be done in many different ways, such as: one-on-one interviews, in a group and/or team context, by creating visibility for you and/or your colleagues within the organisation or outside it or by looking for cross-departmental ways to enable you to further develop/utilise certain qualities.

There are also other forms of appreciation that have financial value but are not paid out in cash. These include gift vouchers and flowers but also hours that you can freely spend on scientific issues that are not directly related to work or hours of free thinking which do not have to be billable.

# Life Phase focused working (LGW)

Version 4.0 / 19 March 2024

## What is it?

LGW Life-phase-focused working (LPFW) is all about sustainable and optimal employability. It aims to encourage all our TNO colleagues to be healthy, motivated and productive at work. In doing so, TNO takes into account what phase of life you are currently at and what specific needs you have, as well as the various expected and unexpected life events. LPFW aligns the Terms and Conditions of Employment, working conditions, development opportunities and support for your life, so that you can always strike a balance and get the best out of yourself.

LPFW helps you manage:

- your employability, both in terms of quality and duration;
- your lifelong development;
- your health and motivation; and
- your work-life balance.

## Which life phases does TNO refer to exactly?

Expectations, career prospects and life events differ at each phase of life. The mutual relationship between TNO and you may also change. As a young professional, you are generally more focused on your own development and building your career. You may meet a partner and start living together. As a skilled senior, you typically place more importance on applying and sharing your knowledge and experience, and leveraging your flexibility to help others. Moreover, the life events you may have to deal with are different, such as caring for parents and children leaving home.

Very broadly, we distinguish between the following life phases:

- Young professional (20+)
- Peak of life (30+)
- Stable phase (40+)
- Skilled senior (50+)
- Older and wiser (60+)

It's important for you and your manager to have a good understanding of your personal needs. This way, you can work on your sustainable employability more effectively. It's also important to know what gives you energy, whether your work still suits you and whether you structure it in the right way. This stops you from getting into a rut or suffering for reasons related to your life phase and/or specific life events. These topics often come up in the Empower conversations.

You will find explanations of the different life phases in the Employability toolbox. A number of questions are also included for each life phase. Of course, we should always look at people as individuals, but the documents can help guide Empower conversations. You will also find more information in the toolbox on how to improve your employability and on developing your career.

## 1. Being sustainably employable at any age

As needs differ from one phase of life and from one person to another, TNO has a number of options to help you work on your sustainable employability.

## Terms and Conditions of Employment

The Terms and Conditions of Employment and the Flexbudget can help you make the choices that are right for you. Consider the possibility of flexible working through [My Time](#) (working hours, hybrid working, unpaid and additional leave, or working from abroad).

We offer you flexible terms of employment through [My Income](#) (bicycle purchase + accessories, additional leave or gross salary).

If you think your current job is no longer a good fit because you no longer feel sustainably employable, but a less demanding job could suit you better, the [Step-back policy](#) can make the transition easier.

And if you are no longer sustainably employable and are approaching the state pension age, take a look at the option of early retirement (full or partial) described in the [Temporary early retirement scheme \(RVU\)](#).

## Coaching

Are you looking for insights that will help you make concrete plans for the future? Coaching can give you a clear picture of issues personal to you and help you work on them.

Please speak to your manager to make any coaching agreements. You can apply for a coaching programme in the TNO Talent Centre.

## Your vitality and you

Vitality is a key indicator of your level of sustainable employability. Check out the opportunities TNO offers to stay physically and mentally healthy through [TNO tools for your vitality](#).

## Training and education

Keeping up your personal and professional development will also help you remain sustainably employable. Check out the array of training and education opportunities in the TNO Talent Centre. You can also find guidance on your career development here.

## 2. 'Skilled senior' and 'Older and wiser' life phases

The state pension age continues to rise, meaning people have to work longer. So, it is especially important to focus on how to stay happy at work, including later on in life.

In addition to the Empower conversations, career review conversations are held in these life phases. The aim is to make your sustainable employability transparent and, where necessary, to give it a boost and improve it, so everyone at TNO can reach state pension age with enthusiasm and vitality.

In the 'Skilled senior' life phase (from 55 years of age), this conversation is optional. Either you or your manager can request it if deemed appropriate. From the 'Older and wiser' phase onwards (60 years), the career review conversation is expected to be held every two years. The manager will initiate this, but you are of course free to initiate this conversation yourself if you feel the need.

### 2.1 Career review for 'Skilled seniors' (aged 55 and above) and 'Older and wiser'

Understanding your sustainable employability starts with having a conversation. The career review conversation specifically focuses on 1) vitality, 2) job satisfaction, 3) knowledge and skills, and 4) work-life balance. It creates awareness about how you are doing, what your future plans are and how to make this phase of working life as comfortable as possible. It asks you where you want to be and whether any of the four issues mentioned need attention. Everyone's needs may be different – that should be made clear.

The career review conversation focuses on the future. For inspiration, questions have been drawn up for each phase of life that can guide the career review conversation, see the [sample questions](#). The outcome of the conversation is that you make a plan for the coming years, for which a [template](#) is available. Crucially, you should end up with a good picture of your specific employability. How will you structure the years to come, what are your goals, do you need support and/or how will you work towards the state pension age? You can then save the plan in the TNO Talent Centre under Empower. Interim evaluations will help you adjust the plan where necessary.

## 2.2 Development for 'Skilled seniors' and 'Older and wiser'

As a 'Skilled senior' or someone 'Older and wiser', you probably look at your development differently than when you were in the 'Peak of life' or 'Stability' phases. TNO wants to support you in continuing to develop in a way that suits you. Because continuous development contributes to your sustainable employability.

Note that the TNO Talent Centre offers not only professional but also personal opportunities (such as short career advice or the senior talent programme). Also check out:

### Peer reflection

Sharing experiences with colleagues who are in the same phase of life often provides recognition and acknowledgement. Doubts, successes and less successful aspects can be discussed and analysed in a familiar setting. You can approach colleagues yourself very informally and have a conversation with them about it. You can also take a more structured approach through peer reflection, either conducting it yourself or have it guided by a peer mentor. Want to get started? Would you like some help? Contact your manager or HR business partner. You can also email [learning@tno.nl](mailto:learning@tno.nl) to find a peer mentor.

### Mentoring and knowledge transfer

If you want to transfer your years of knowledge and expertise and help younger TNO employees to develop, consider becoming a mentor. Your experience as a professional can help a mentee in their personal growth and ambitions. It can also be satisfying to know that your knowledge and expertise is preserved within the organisation once you leave TNO. For more information, see: [What is mentoring?](#) and [The mentoring process](#). To express your interest, please speak to your manager or email [learning@tno.nl](mailto:learning@tno.nl) if you want to take a training course.

### Approaching retirement

If you are reaching the state retirement age, you need to consider whether you want to continue working or want to retire early (RVU) and phase out your work. It is important that both you and TNO prepare for this; so discuss your options together with your manager in a [career review conversation](#).

### Retirement in View course

Once you retire, your life will look very different. A 'Retirement in View' course is designed to give you insight into the upcoming changes and make you think about how it will affect your life. It can give you some new ideas and direction for your future. TNO offers employees the opportunity to take this training course six months before their retirement date. Speak to your manager and sign up via the TNO Talent Centre.

### Financial coaching & insight

Wondering whether you can retire early or reduce your working hours? Speak to your manager and Human Resources Business Partner (HRBP) and ask about the opportunities and/or for a referral.

You can also check out your options and the status of your current pension with the TNO Pension Fund through [Mijn pensioen \(My Pension\)](#). You can see how you can use the pension capital you've accrued if you [want to retire earlier or work longer, exchange the partner's pension<sup>2</sup>](#) or start with a [higher or lower pension<sup>2</sup>](#)

## 3. Temporary early retirement scheme (RVU)

TNO believes it is important that you can reach your state pension age in good health and will support you in this. However, despite the efforts made, a situation may arise in which you are no longer sustainably employable. If it is no longer feasible for you to continue working and you are less than three years away from your state pension age, you may be eligible for the early retirement scheme (RVU).

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<sup>2</sup> Only available in Dutch. For more general information in English, click [here](#)

## What the RVU scheme involves

The RVU scheme allows you to make arrangements with TNO about early retirement and to receive a certain payment. You can choose to have your employment contract terminated in full or to continue working part-time. This should of course lead to you becoming employable again and also prove to be a feasible and desirable option for TNO. Application of the RVU scheme is voluntary for both parties and so cannot be enforced unilaterally by you or TNO.

The specific arrangements will be set out in a termination agreement. The payment you receive will not exceed the tax allowable threshold amount. This is EUR 2,182 gross per month in 2024 (and EUR 78,552 gross over a maximum 3-year period).

If you work part-time and/or leave the organisation on a part-time basis, the payment will be prorated. The same applies if you increase your working hours in the six months prior to the RVU start date. The payment will then be based on the working time percentage applicable before the increase. The amount of the payment will also depend on the date of termination and the number of months remaining until you reach the state pension age. As a rule, payment will be made as a lump sum, unless you wish to receive monthly payments.

## You may be eligible for the RVU scheme:

- If, at the date of termination, you are three years or less away from the state pension age;
- If you and your manager both believe that you are no longer sustainably employable;
- If, in the past, attempts were made and discussions held with your manager and/or HRBP to improve your sustainable employability;
- If there is no other suitable position available for you;
- If both you and your manager agree on you taking early retirement and on the start date;
- In the event you wish to continue working part-time, you will continue to work a minimum of 24 hours a week and your manager needs to agree to this;
- If you are not incapacitated for work. This means that you must be fit and/or have recovered when leaving the company;
- If, at the time of termination, you were employed by TNO for more than five years;
- If you leave employment before 31 December 2025;
- In the event you use the old-ECN 80-90-100 (generation pact) scheme, you cannot use the RVU at the same time. In such case, your employment contract will be terminated in full. The payment will be based on your actual working hours (80%).

If the above conditions are met, your manager can submit a service request to HR. Be sure to seek proper advice on any potential pension losses and the options of bringing your retirement forward. Your pension accrual stops from the date you leave the company.

**Please note** that the RVU is a temporary scheme expiring on 1 January 2026.

## Unsure about anything?

If you don't manage to have the right conversation about sustainable employability with your manager or you have any questions about your employability options, please speak to your Human Resources Business Partner (HRBP) about this.

# Step-back policy

Version 1.2 / 14 July 2023

## What is it?

Stepping back means that you get a less demanding job, either by amending your own job or taking on a different job. This step back may be temporary or definitive. In general, this will mean stepping back to a job at a lower FW level.

## Principles

The principles governing the step-back policy are:

- 'Stepping back' is part of TNO's Employability policy. This policy focuses on your sustainable and optimum employability, so that you remain motivated and productive. This means that you enjoy your work and keep doing so, and you know and are developing your personal qualities. Reasons for stepping back may be both personal and organisational, such as caring tasks, changing interests, you want to move with the developments within your job or field but cannot do so (any longer) or you no longer meet the job requirements.
- You agree on a step back with your manager. TNO plays a facilitating role where it can, e.g. by offering courses or coaching.
- A step back should be a normal step in your working life. Just as normal as it is to encourage a step forward after a period of stepping back.
- A step back is possible at any life phase and at any age.
- After a step back, your manager must pay extra attention to your performance and wellbeing. The motivation to keep performing well does not come initially from salary alone but also from the content of your work and the value attributed to it by your manager. It may be that you feel a decrease in salary represents a lack of appreciation. Hence the reason for extra attention.
- A step back fosters flexibility in the organisation; TNO keeps hold of your knowledge and skill and you stay employable.
- Both you and TNO can take the initiative to step back. Both must always agree, however. It has to be possible in both a business and job-content sense and after a while you must be able to take a step forward again.
- A step back affects your salary, salary growth, the related terms and conditions of employment, your pension accrual and your social security entitlements.
- TNO and you set down the conditions for the step back in clear agreements. Later in this section there is a (non-exhaustive) checklist of the topics for discussion.
- TNO evaluates the step-back policy each year with the Works Council.

## Measures

The measures below occur once you have agreed a step back with your manager.

- The FW level, the related salary scale and your salary will be adjusted to the new job from the actual moment you step back.
- If you move to a lower job with a lower FW level, then the individual salary increase applies on the basis of the new position and salary scale.
- The old salary may be higher than the maximum in the new salary scale. In this case, TNO will adjust your salary downwards in annual increments (= annual reduction commencing on the date of your step back) until you reach 100% of the maximum level in the new salary scale. These annual adjustments are the maxima:
  - year 1: 8%
  - year 2: 6%
  - year 3: 4%
  - year 4 and beyond: 2%

These percentages apply to the original gross salary for the old job.

- TNO will pay a supplement in each year in which there is a salary adjustment. The amount of the supplement is 1.5 times the drop in annual salary (incl. holiday allowance and 13<sup>th</sup> month) in the year concerned.

- The supplements do not count towards accrual for holiday pay, thirteenth month and flexbudget and no pension rights are accrued on them.
- TNO pays the supplement concurrent with the first lower salary as one sum for the entire year in which the salary is reduced. The reduction of the salary and payment of the supplement will last for as long as you remain an employee of TNO and provided that you do this new job or a job at the same FW level.
- TNO will adjust the job-related secondary terms and conditions of employment to the new situation, such as use of a lease car and fixed reimbursement of expenses.

## **Checklist for 'step back' agreements**

Possible topics you and your manager may agree on:

- Summary of the moments that you and your manager spoke about the 'step back'
- What will the start date be?
- What is the underlying reason?
- Is the step back temporary or definitive? If temporary, make agreements on the duration, a possible return to the old job, the compulsory efforts made by TNO to find you other work and the consequences if that work is not available within TNO
- What is the content, level and salary of the new job?
- What job-related secondary terms and conditions of employment and other compensations will be adjusted?
- Make agreements about Empower
- What future possibilities does the new job offer?
- Can you make use here of reschooling or extra training (also for any step forward again) and who bears the costs?
- Who may be able to offer you supervision and coaching?
- Any supplement awarded and establishing the level of the supplement
- Agreements on the pension accrual at your own expense
- Agree on how to inform your colleagues of your step back
- Who is your new manager and where will you be located?

# Secondment and transfer

Version 2.2 / 14 July 2023

## What is it?

**Secondment** is the temporary work appointment outside TNO, whereby you remain an employee of TNO.

A **transfer** is when you are employed elsewhere within TNO for a definite or indefinite period of time. This may be another location or department within the same or another Unit or Services Organisation.

## Reasons

There may be all kinds of reasons for secondment or transfer such as networking, career policy, personal development or employability. In principle, TNO does not take on employees with the sole purpose of seconding them.

## Consultation

The secondment or transfer decision is always taken in consultation with you on the basis of a reasonable consideration of the mutual benefits. In the case of a secondment, TNO also involves the organisation to which you will be seconded in this consultation.

## Measures and agreements

Agreements on secondment are stipulated by TNO in an agreement.

In the case of a transfer you receive the agreements in a letter, as a supplement or change to your employment contract.

In the agreements on **secondment or temporary transfer** if applicable, the following points, among other things, will be discussed

- good description of your job, task and remuneration;
- commencement date and duration: a secondment or temporary transfer tends to be for a maximum of one (1) year;
- your employment at TNO remains secure just as your existing legal position and terms and conditions of employment. Upon transfer, your manager may make additional agreements with you;
- after finishing the secondment or temporary transfer, in principle you return to your old job. If this is not possible, you and your manager will consider a different, suitable job. You can make use of an advisor in this case;
- for secondment abroad / foreign postings the stipulations in the chapter [International](#) apply.

In the agreements on **definitive transfer** the following points are pertinent:

- the future possibilities the job offers you;
- the desirability of an orientation period prior to your transfer;
- the wish or need for retraining or additional education. If you need this to perform your job, all the costs will be for TNO;
- your salary after transfer;
- holiday agreements;
- decide whether you are eligible for compensation for costs of moving house. See chapter [-My Benefits](#) .

# Regulations and provisions upon changes in the organisation

Version 5.2 / 1 January 2024

## 1. Scope

### a. Organisational changes

This arrangement applies in the event of organisational changes within TNO and describes the mutual rights and duties of TNO and the TNO employee with a fixed employment contract (to the sole extent referred to in section 1c) and a permanent employment contract whose job is terminated due to an organisational decision by TNO and therefore becomes a redeployment candidate.

An employee may become a redeployment candidate due to the decision to terminate the job of the employee or to cut the number of jobs (or job group) in which the employee works according to his employment contract.

### b. Employee participation procedure or not

An employee participation procedure may or may not precede the intended decision but not necessarily (have to) in all cases. If there is a preceding formal employee participation procedure, a proposed decision (PD) is first taken after which the employee participation body concerned (Works Council (OR) or Sub-committee (OC)) has the opportunity to make a recommendation before the definitive decision is taken.

Not in all cases will there be an employee participation procedure. There may be a situation where a decision can be made without the employee participation body being consulted. This will be done in consultation with the employee participation body and take place where the scope of the organisational change (such as the number of employees directly affected by the organisational change) is limited as is the impact on other employees not involved in the organisational change.

Regardless of whether an employee participation procedure is followed, this arrangement applies where there are economic circumstances that lead to the termination of the job of an employee with a permanent employment contract.

### c. Fixed-term employment contract

The employee with a fixed-term employment contract whose job is terminated is entitled to make use of the services of the Job Mobility Centre for the maximum residual duration of the (temporary) employment contract but no longer than three (3) months. In addition, the employee whose job is terminated is entitled to a transitional allowance calculated in accordance with the statutory regulations. The other provisions of these regulations do not apply to him/her. In exceptional cases where TNO deems this necessary and/or appropriate, individual arrangements can be made with the employee, whether compliant or in alignment with the contents of this arrangement or not.

### d. Other relevant regulations; reader's guide

This regulation should be read in conjunction with

- the Dutch Civil Code, the Dismissal Decree (in full: Regulations by the Minister of Social Affairs and Employment of 23 April 2015, 2015-0000102290, for compliance with the regulations regarding dismissal and the transition payment) and corresponding law and legislation and
- the frequently asked questions relating to this regulation ("[FAQ Reorganisation](#)") and
- the [Redeployment Policy](#) of the Job Mobility Centre.

## 2. Interpretation of terms and definitions

Within TNO and in this regulation the following definitions apply in the context of changes in the organisation:

### a. Terminated job

A job, as a result of a decision and if applicable on the basis of representativeness:

1. whose extent in hours changes by 50% or more (including complete termination of the job) and/or;
2. whose range of duties content changes by 50% or more and/or;
3. for which the required knowledge and experience change significantly (such as level, reporting line, extent of the responsibility and competence).

This may concern a unique job that is terminated or the termination of one or more interchangeable jobs (see 2.g. of this arrangement). In the case of the latter, not all jobs within a category of interchangeable jobs will be terminated but that a decision has been taken to reduce the number of jobs in the category of interchangeable jobs where the employee works.

This will be verified according to the corresponding job description, provided that this (largely) corresponds with reality. If no job description is available, then the tasks undertaken by the employee during the previous two (2) years will apply as the basis to determine the contents of the job, such as those recorded in development and/or objective agreements and the registration of hours worked (ascribed to projects).

### b. New job<sup>3</sup>

If as a result of a decision new job titles occur in the organisation, these may be regarded as new jobs if one of the following conditions is met:

1. The job does not occur in the old situation or;
2. The job deviates substantially from a terminated job, that is
  - the content of the job responsibilities changes by 50% or more and/or;
  - the required knowledge and experience changes significantly (such as level, reporting line, scope of responsibility and authorisation).

This will be determined according to the job description of the terminated job(s). If no job description is available, then the tasks undertaken by the employee during the previous two (2) years will apply as the basis to determine the content of the job, as recorded in development and/or objective agreements and the registration of hours worked (written to projects).

### c. Partly modified job

A job that changes but not to the extent that it complies with the criteria stipulated in 2.a. above does not constitute a terminated job.

### d. Suitable job

A job that has been designed for the strengths and skills<sup>4</sup> of the employee, unless acceptance cannot be required of them for reasons of a physical, psychological or social nature.

The term 'suitable job' also means a job that is certain to be regarded as suitable for the employee, or at least for which such expectation is justified, within six (6) months of the employee's deployment in the job, if necessary with the assistance of a development activity to be undertaken by the employee and facilitated by TNO.

A temporary job<sup>5</sup> may also, with the redeployment candidate's consent, be regarded as suitable. In that case the redeployment period (see Article 4 of this arrangement) will be suspended for the duration of the temporary suitable job.

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<sup>3</sup> A job is a set of work activities including tasks, responsibilities and authorisations performed by an employee.

<sup>4</sup> In general it can be said that a job of one (1) level difference will be regarded as suitable, provided that the job content also corresponds to some degree. In the case of two level differences it becomes more difficult to consider a job suitable. Consideration will then mainly be given to the job content.

<sup>5</sup> Such a situation will tend to occur if both the employee (in the context of his employability for example) and the organisation (an important project in which the respective employee is a key figure) both benefit. An employee may not be compelled to do this. The duration of the job must be clearly evident, for instance coupled to a project.

A job for which commuter travel time does not exceed 1.5 hours (single journey), based on the usual travel time by public transport, will in principle be regarded as suitable.

#### **e. Redeployment candidate**

An employee whose job is eliminated and who cannot immediately be deployed in a suitable job and who is consequently redundant.

#### **f. Business location**

In accordance with the Dismissal Decree, the business location is each organisational structure acting as an independent unit in society. For reasons of practical feasibility, this term is interpreted as follows at TNO:

1. If the organisational change relates to an entire TNO site, for example in the event of closure of a site, the site concerned will be regarded as a business location in the sense of the Dismissal Decree,
2. In the case of an organisational change throughout TNO, a unit or staff department, then the regions Randstad<sup>6</sup>, Central<sup>7</sup>, South<sup>8</sup>, Northwest<sup>9</sup> and Groningen will each be regarded as one business location.
3. In the event of an organisational change within one unit or staff department separately, this part will be separately regarded as a business location.
4. In the event of termination or reduction of a distinctive technology, the group of employees predominantly (that is at least 50%)<sup>10</sup> working on that technology will be regarded as a business location.

There is a ranking evident in the determination of business location described above, that is, Article 2.f.1. will serve as the basis for ascertaining whether the business location can be determined. If not, this will be ascertained according to Article 2.f.2., etc. The aim is thus to determine the business location in practice as objectively as possible and to align it as well as possible with the Dismissal Decree.

#### **g. Interchangeability and representativeness**

The designation of employees that may be subject to dismissal is in line with the Dismissal Decree (and corresponding law and legislation), whereby the representativeness is effected per business location for the respective category of interchangeable jobs on the basis of the act. The term 'interchangeable jobs' means jobs that according to job content, required knowledge and skills and required competences are mutually comparable and equivalent in terms of level and remuneration.

For TNO this term is interpreted as follows:

1. The content of the work is first of all relevant.
2. In addition, but to a lesser degree, consideration is given to the level of the job.
3. In the absence of a job description the duties that the employee has actually been carrying out in the two (2) years before termination of the job will apply, and they have been laid down in development and/or objective agreements and the registration of hours worked (ascribed to projects).
4. The employee spends at least 50% of his/her time working on the specific activities

#### **h. Departure from the representativeness principle**

Situations may arise in which representativeness leads to an outcome that is undesirable for the organisation. In such situations it is possible to depart from the representativeness principle (*afspiegelingsbeginself*) once the Works Council has agreed to an alternative in advance and in writing, provided this is within the frameworks of the Dutch Civil Code and Dismissal Decree (and corresponding law and legislation).

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<sup>6</sup> Den Haag, Delft, Rijswijk, Ypenburg, Leiden

<sup>7</sup> Zeist, Soesterberg, Utrecht

<sup>8</sup> Eindhoven, Helmond

<sup>9</sup> Petten, Amsterdam

<sup>10</sup> This should not relate to incidental work for that specific project but work that is to some extent structurally related to the project.

## i. Reference date

The reference date on which the representativeness principle is applied is the date on which a proposed implementation plan or a proposed decision is made by the Executive Board. As quickly as possible thereafter, preferably the same day, the proposed decision will be presented to the Works Council for its recommendation. If there is no employee participation procedure, the reference date is on which the decision is taken to terminate the job. Employees will be informed of the organisational change on the date on which the proposed implementation plan or a proposed decision is made by the Executive Board, or the day after.

## 3. Information about a redundant job

A redeployment candidate will be informed about the content of the (proposed) decision as soon as possible<sup>11</sup> after the adoption and publication<sup>12</sup> of the (proposed) decision regarding the redundancy of his or her job, allowing for interchangeability and representativeness. The redeployment candidate will in any event be informed in writing about the consequences of this, including:

- the redundancy of the job and the date on which the job has or will become redundant. It is very possible that jobs will become redundant on different dates within one single department. The decisive factor here is the moment that the project or work linked to the respective job ends.
- the underlying reasons, perhaps with reference to the contents of the (proposed) decision;
- (if applicable) the fact that a definitive decision still has to follow after the recommendation<sup>13</sup> of the Works Council or OC and that the contents of the proposed decision may still change.

## 4. Redeployment period

- a. If the employee is designated a redeployment candidate, a redeployment period ensues in which opportunities to redeploy the employee are sought. The redeployment period normally lasts three (3) months, starting on the redundancy date as stated in the (final) job termination decision, unless expressly agreed otherwise between the redeployment candidate and TNO.
- b. As a departure from that which is stipulated in Article 4.a., the redeployment period of the employee who becomes a redeployment candidate on or after 1 January 2016<sup>14</sup> and who has been employed for at least ten (10) years at the start of the redeployment period is:
  - if aged 45-49: total of four (4) months;
  - if aged 50-54: total of five (5) months;
  - if aged 55+: total of six (6) months.
- c. Both TNO and the redeployment candidate have an obligation to do their utmost<sup>15</sup> throughout the redeployment investigation process to find a suitable job for the redeployment candidate. TNO must do all it can within its power to find a different suitable job for the redeployment candidate. The redeployment candidate also has an obligation to accept a suitable job within TNO and to search for possible jobs, with the exception of the temporary suitable job referred to in Article 2.d. of this arrangement, which requires the employee's express consent.
- d. In the first instance, a suitable job will be sought within TNO by/for the redeployment candidate

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<sup>11</sup> Preferably the same day, otherwise as soon as possible, that is within one (1) or two (2) working days.

<sup>12</sup> In the event of a single redundancy, there will be no publication, but the individual employee concerned will be informed verbally and in writing.

<sup>13</sup> The employees concerned will be informed about a proposed decision as soon as the Works Council or Divisional Committee receives the proposed decision and the request for advice. Within TNO, agreements were made about this in close consultation between TNO and the employee participation body. This method differs from what is usual in many organisations. The reason for this is that TNO and the employee participation body are keen to inform employees as soon and as fully as possible, it being clearly communicated that it is a question of an intention and not yet of a final decision. Thanks to this approach the Works Council or Divisional Committee has the opportunity to consult the employees concerned in a fully transparent way and to be fully informed, so that a carefully considered opinion can be given.

<sup>14</sup> Please note: this stipulation does not apply in the event of the transition regulation as described in the regulation concerning the SMO reduction.

<sup>15</sup> By 'an obligation to do one's utmost' is meant the demonstrable taking of action that may lead to the finding of a suitable job for the redeployment candidate, such as cooperating in actions taken by the Job Mobility Centre, approaching a network of colleagues, reacting to vacancy announcements.

during the redeployment period and at the same time, as far as possible, outside TNO as well. Suitable jobs will be offered directly if possible. In the event of equal suitability, redeployment candidates take priority over other internal (not being redeployment candidates) or external candidates.

- e. If TNO offers the redeployment candidate a suitable actual job within TNO while the person concerned is also going through an application process with an external organisation and has not yet signed an employment contract, the job at TNO will take precedence and the redeployment candidate must accept it. If the employee nevertheless chooses the external job, they will not be eligible for any compensation on dismissal or for other provisions of this arrangement.
- f. The redeployment candidate has the possibility of voluntarily opting for an extension to the redeployment period, which is a maximum of three (3) months, provided that the total redeployment period including extension does not exceed six (6) months.

The consequence of this is that the redundancy payment to which the redeployment candidate is entitled under this arrangement will be reduced by their salary, including the 13th month and holiday allowance, for those (maximum) three (3) months and less the employer's share of the pension contribution for that period. So the employee may opt for an extension but in doing so contributes an equivalent part of his or her transition payment in the sense that the (maximum) duration of the extension period is determined according to the level of transition payment as shown by the following examples:

Examples:

- *if the employee has been in employment for three (3) years, he receives as compensation one (1) month's gross salary in line with Article 8. The extension period is then one (1) month (maximum);*
- *if the employee has been in employment for nine (9) years, he receives as compensation three (3) months' gross salary in line with Article 8. The extension period is then three (3) months (maximum).*

Conditions for being able to choose an extension are that the redeployment candidate will have signed a settlement agreement at the moment of taking the extension option.

- g. If the redeployment candidate is unable\*)<sup>16</sup> to undertake redeployment activities during the redeployment period for a month or longer because of sickness/unfitness for work or because of pregnancy and/or maternity leave, the redeployment period may be suspended by the period during which the redeployment candidate is unable to carry out redeployment activities, unless agreed otherwise between the redeployment candidate and TNO. In the case of partial absence due to sickness the redeployment period can be extended pro rata.

\*) To be determined if necessary by an occupational assessor or company doctor.

## 5. Support from the Job Mobility Centre

- a. TNO will offer the redeployment candidate active support in their search of a job inside or outside TNO, including the activities of the Job Mobility Centre. The Job Mobility Centre approach and the rights and duties of the parties involved in this process are laid down in the [Job Mobility Centre Redeployment Policy](#).
- b. The aim is to support redeployment candidates optimally in moving out of a job and moving into a new job.
- c. All the redeployment candidates will be invited to an intake interview by the manager of the Job Mobility Centre.
- d. The redeployment activities will be agreed and recorded during the intake interview in accordance with the redeployment candidate's personal situation.
- e. The redeployment candidate is obliged to show up when invited to the intake interview and actively cooperate with the redeployment activities as indicated by the Job Mobility Centre.
- f. The Job Mobility Centre will decide whether a vacant job may be suitable for the

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<sup>16</sup> It is not therefore necessary for someone to be unfit for work; what matters is whether someone is unable to undertake redeployment activities owing to sickness or pregnancy or maternity leave.

redeployment candidate. The vacancy holder is obliged to place the redeployment candidate, unless he or she can demonstrate that the job is not suitable.

## **6. Exemption from work**

- a. From the start of the redeployment period, the redeployment candidate is exempt from performing work with retention of salary and other agreed emoluments, with the exception of the emoluments referred to in Article 6.d. of this arrangement. The basic principle is that during this period the employee will no longer perform any work, but will focus entirely on (assessing the possibilities of) redeployment.
- b. The purpose of the exemption during the redeployment period is exclusively to enable a suitable job to be found for the employee within or outside TNO. During this period the employee may not perform work outside TNO unless allowed by TNO explicitly and in writing. If the employee finds work elsewhere during the redeployment period and actually wishes to begin during the redeployment period, this is only possible if the employee annuls his or her employment contract with TNO upon commencement of the work elsewhere. The stipulations of Article 8.e. of this arrangement are thereby applicable.
- c. If duties still have to be completed at the request of the manager, the redeployment period will be suspended for the duration of the period (number of days) that the duties are continued. In the case of duties for only a limited number of hours/days with a view to an orderly transfer (maximum of five (5) days), the redeployment period will not be suspended as a consequence.
- d. The allowance for commuting expenses and any other expense allowances will be terminated during the period of exemption from work. The 30% scheme ends on the last day of the month following the month in which the last working day falls.
- e. The holiday entitlement to be accrued by the redeployment candidate during the period of exemption from duties will be regarded as having been taken by them at the end of the employment contract. TNO will not owe the employee any payment for this.

## **7. End of the employment contract**

- a. The discussions with the redeployment candidate about the end of the employment contract and a possible settlement agreement will be started as soon as possible after the definitive decision.
- b. The employment contract will be terminated through a settlement agreement between TNO and the employee by the end of the redeployment period at the latest or during or after the period in which the employee is working in a temporary suitable job.
- c. The employee who has signed a settlement agreement to terminate his or her employment with TNO has a 14-day consideration period during which the employee may retract the agreement with termination settlement. If the employee uses this consideration period for this purpose, the settlement agreement is nullified. The employee may only use this consideration period once in a six-month period. The employee will therefore no longer be able to invoke a (new) consideration period if a settlement agreement is concluded after the retraction of agreement.
- d. If TNO and the employee cannot reach a settlement agreement, TNO will unilaterally terminate the employment contract of the employee after the redeployment period.

## **8. Transition payment**

- a. The redeployment candidate that finds a job within TNO or for whom a suitable job within TNO is found will not be eligible for the transition payment.
- b. The redeployment candidate:
  - that finds a suitable job outside TNO with or without help from the Job Mobility Centre or
  - for whom there is no suitable job found: and
  - for whom the employment contract with TNO is terminated exclusively through a settlement agreement agreed between TNO and the employee (as indicated in Article 7.b. of this arrangement) will be eligible for a gross transition payment pursuant to the stipulations of this arrangement.
- c. The level of the transition payment is in accordance with the statutory regulation as contained in Section 7:673 of the Dutch Civil Code. By way of explanation: according to the

law, the transition payment is equal to one third of the salary per month for each year that the employment contract lasted and a proportional part thereof for a period in which the employment contract lasted less than one (1) year. The transition payment is a maximum of EUR 94,000 (2024) gross or an amount equivalent to the level of the salary for twelve (12) months if that salary is higher than the aforementioned maximum. The flexbudget will form part of the determination of the level of the payment.

- d. The employee who within a month *of receiving the termination proposal from TNO* agrees to a termination through a settlement agreement in the context of this arrangement as stated in 7b and whose employment contract ends upon receipt of the respective settlement agreement as a result of signing the settlement agreement offered by TNO also receives a gross monthly salary (without additions), up to EUR 4,000. *Hereby the date of the proposal is leading, in principle, such that the acceptance period of one (1) month begins from the day after the proposal date.*
- e. The redeployment candidate who voluntarily terminates his or her employment contract with TNO during the redeployment period (*whereby the employment contract with TNO ends as of an earlier date than termination by mutual agreement on the basis of this arrangement after the end of the redeployment period in compliance with the notice period*), receives, in addition to any transition payment as stated in c. of this article, 50% of his or her salary including holiday allowance and thirteenth month of the remaining period as a gross single amount.
- f. If as a result of a situation as described in 4f and 4g, the redeployment period is extended, this period of extension will not influence the determination (specifically, based on length of service) of any transition payment.
- g. TNO adheres to the statutory regulations concerning the transition payment as contained in Section 7: 673 of the Dutch Civil Code, the Dismissal Decree and any related law and legislation and retains the right to amend the stipulations of this arrangement pursuant to changes to the statutory transition payment or any other statutory regulations concerning the transition payment.

## **9. No right to the transition payment or other provisions**

The transition payment as stated in Article 8 is not payable if termination or non-continuance of the employment contract:

- a. occurs before the day on which the employee has reached the age of eighteen (18) and the average amount of the work he or she performs is no more than twelve (12) hours per week;
- b. occurs in relation to having reached the old-age pension age as specified in Article 7a, clause 1, of the Dutch General Old-Age Pensions Act or a different age whereby the employee is entitled to a pension; or
- c. is the result of reckless or seriously culpable conduct by the employee.

The redeployment candidate who:

- refuses an intake interview with the Job Mobility Centre giving no appropriate reason and/or
- refuses to make any redeployment efforts and /or
- refuses to accept a suitable job without appropriate reason, excepting in the situation as stated in the replacement scheme in Article 14 of this arrangement, at the sole discretion of TNO, will not be eligible for the transition payment or other provision as stated in Articles 8 and 12 of this arrangement.

## **10. Supplementary arrangement for the salary attaching to the new job at TNO**

- a. The redeployment candidate who is redeployed within TNO and as such does not receive any redundancy payment is eligible for a temporary supplement to a lower salary to be earned elsewhere in TNO.
- b. The basic principle for redeployment within TNO is that the employee's gross salary will be classified into the salary scale for the new job. If the old salary is higher than the maximum of the new salary scale, the salary will be adjusted downwards in annual steps, until the level of 100% of the maximum of the new salary scale has been reached.

These annual steps are a maximum of\*\*:

- Year 1: 8%
- Year 2: 6%
- Year 3: 4%
- Year 4 and beyond: 2%

These percentages apply to the original gross salary for the old job

- c. A supplement will be paid in each year in which there is any (further) salary adjustment, subject to the following:
- The amount of the supplement is 1.5 times the drop in annual salary (incl. holiday allowance and 13th month) in the year concerned.
  - The supplements do not count towards the accrual of holiday allowance, 13th month and flexbudget and no pension rights are accrued in respect of them.
  - The supplement will be paid together with the next lower salary in full for a full year of reduction.
  - TNO will pay the supplement in the manner to be indicated by the employee, insofar as and in the opinion of TNO this method (a) is in accordance with the tax legislation in force and (b) does not increase costs for the Employer.
- d. The reduction of the salary and payment of the supplement will continue as long as the person concerned remains in the employment of TNO and provided that they do the same job or a job at an identical FW (job appreciation) level. Salary reduction has consequences for the terms of employment linked to salary (level) and for pension accrual. TNO will give the employee the opportunity to take advantage of the tax facilities with regard to the accrual of pension.
- e. Employees whose salary is adjusted downwards are eligible for any (annual) general salary measure. As the salary reduction and the supplement are based on the original salary, a general salary increase has no effect on the nominal drop in the salary and supplement.

**\*\* Re Article 10.b of this arrangement**

**Example 1**

Old annual salary: € 50,000  
 New annual salary: € 40,000  
 Drop in salary: 20%

Year	%	Drop		
		Nominal	New salary	Allowance
1	8.0	€ 4,000	€ 46,000	€ 6,000
2	6.0	€ 3,000	€ 43,000	€ 4,500
3	4.0	€ 2,000	€ 41,000	€ 3,000
4	2.0	€ 1,000	€ 40,000	€ 1,500
5	0.0	€ 0	€ 40,000	€ 0

**Example 2**

Old annual salary: € 35,000  
 New annual salary: € 33,000  
 Drop in salary: 5.7%

Year	%	Drop		
		Nominal	New salary	Allowance
1	5.7	€ 2,000	€ 33,000	€ 3,000
2	0.0	€ 0	€ 33,000	€ 0

## 11. Change of location - exception

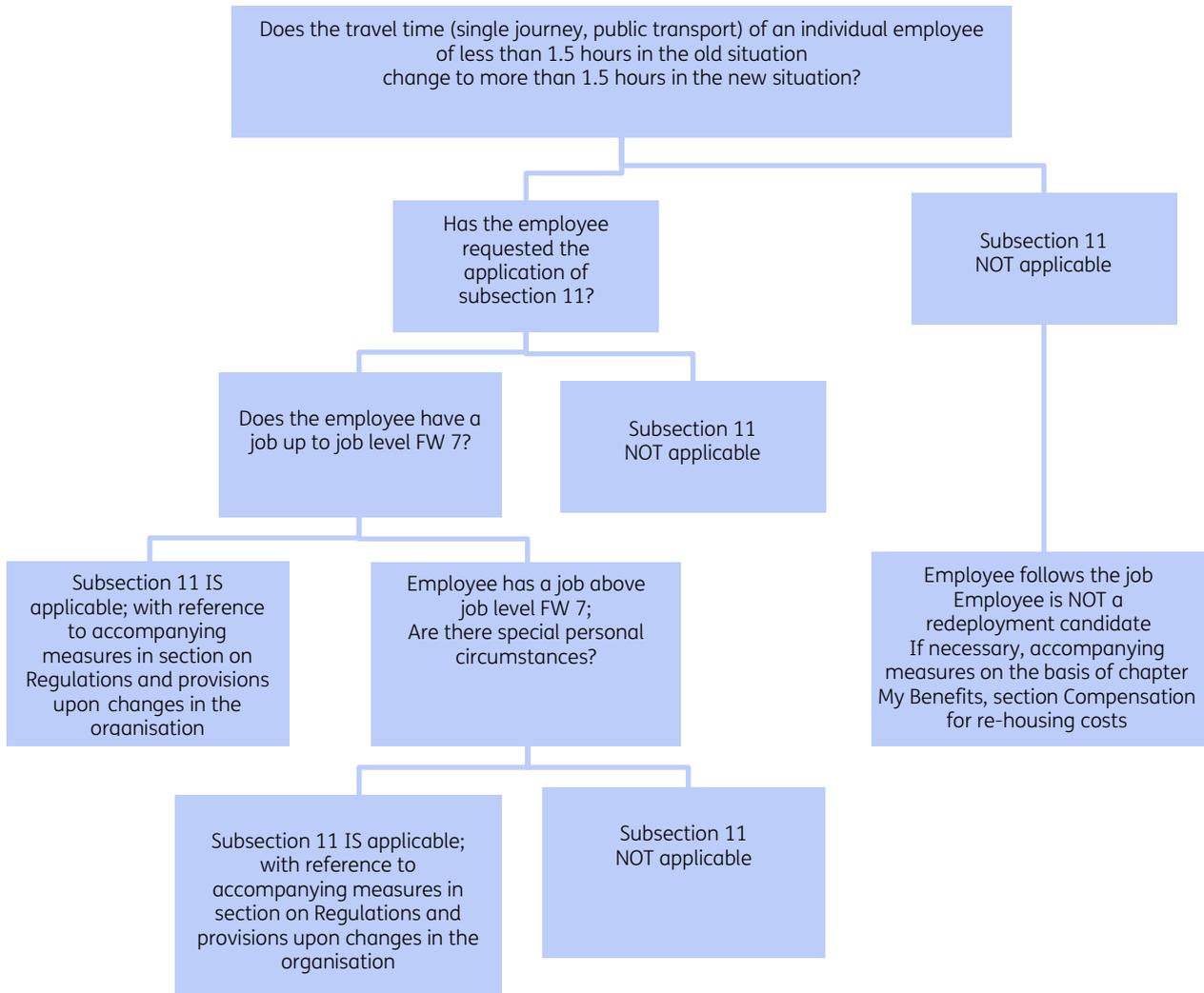
If there is no question of the job of the employee being terminated or any reduction in the job group where the employee works but TNO still decides to change the location of the employee, the principle applies that the respective employee follows his job to the new location and, if necessary, is eligible for the re-housing scheme, see chapter [My Benefits](#), section Compensation of re-housing costs.

So the employee confronted by a change in location is therefore not a redeployment candidate, as his job is not subject to termination. In very exceptional personal circumstances, for employees with a job up to level FW 7, an exception to this regulation may be made upon request by the employee who wishes to call on this exception. The employee does not then follow his job but is designated a redeployment candidate (in line with the definition as stipulated in 2.e. of this arrangement). This must then concern the transfer of the job whereby the normal home-work commute is no more than 1.5 hours (single journey), based on public transport travel time, which was not the case in the old situation.

TNO will make a justified decision on the employee's request if he does not wish to follow his job to the new location due to very exceptional personal circumstances. See the [chart](#) below for the application of this article.

Once the decision has been made, the respective employee will adhere to all the related stipulations relating to a redeployment candidate as stated in this arrangement.

## Application of Article 11 of section on Regulations and provisions upon changes in the organisation



## 12. Other arrangements

- a. The arrangements listed below shall only apply if the employment contract ends in one of the ways given in Article 7b. of this arrangement.
- b. If the former employee is faced with a postponement of an unemployment benefit due to application of the notional notice period, TNO will compensate the former employee for the loss of benefit, unless the postponement is attributable to the former employee, in which case the failure of the employee to take a constructive attitude in order to reach termination agreements within a reasonable period will also be considered attributable to the employee. The payment for the notional notice period shall be based on the actual notional notice period, on the understanding that the maximum period to be compensated is the notional notice period as if the settlement agreement had been signed by the employee three (3) weeks after receipt of the termination proposal by the employee. The payment will be made after the former employee has submitted the relevant UWV order to TNO.
- c. The costs of legal assistance for the redeployment candidate will be payable by TNO up to an amount of EUR 750 ex VAT, on receipt by TNO of an invoice made out in the name of the employee within three (3) months after the employee's leaving date.
- d. The travelling expenses associated with job applications will be paid by TNO during the redeployment period on the basis of the arrangement for inland business travel laid down at TNO (see My Benefits chapter, Travel reimbursements section), provided that they are within reasonable limits and subject to the prior consent of TNO.
- e. The redeployment candidate may be eligible for reimbursement of costs for short-term training courses, subject to TNO's consent. This is on condition that the training course to be followed actually increases the chances of finding new employment.
- f. If the circumstances give rise thereto, the redeployment candidate may be eligible for an outplacement/career guidance process paid by TNO. The duration depends on the individual situation of the employee and their job opportunities. The relevant rules are described in the [Job Mobility Centre Redeployment Policy](#). The cost of this may be deducted from the transition payment payable to the employee as stated in Article 8c.

## 13. Non-competition clause/non-solicitation clause/confidentiality clause

- a. TNO distinguishes between a non-competition clause and a non-solicitation clause. These clauses will in principle remain in force between the parties after the termination of the employment contract, unless other agreements have been made between TNO and the employee along the lines described below:
  - If a non-competition clause has been agreed between the employee and TNO, they will consult for the purposes of the end of the employment contract on a non-solicitation clause to be agreed. If a non-solicitation clause is agreed, the competition clause will lapse at the end of the employment contract.
  - If a non-solicitation clause has been agreed between the employee and TNO, they will consult for the purposes of the end of the employment contract on a possible moderation or cancellation thereof.
- b. The agreed confidentiality clause will remain in full force.

## 14. Replacement scheme

TNO has agreed a replacement scheme with the Works Council, which applies when any job/jobs is/are terminated. See section below [Replacement scheme](#).

## 15. Manager's budget for working someone in

If a redeployment candidate is redeployed within TNO during the redeployment period, he or she may not be immediately deployable. The redeployed employee may require training or a working-in period. The manager responsible can claim a budget to help pay for the costs of working in a redeployed employee, which may encourage a redeployment candidate to be taken on. The manager that takes on a redeployed employee in his or her department can apply, giving reasons, to a centrally managed "fund" up to EUR 5,000 as a contribution for the costs of working someone in. How this amount is spent is up to the manager. The redeployed employee is not able to make any personal claim to this amount.

## **16. Hardship clause**

Where it becomes evident that these regulations make hardship inevitable for the employee, he or she may invoke the hardship clause through the HR director.

# Replacement scheme

Version 2.1 / 1 April 2020

## 1. What is a replacement scheme?

Employees that are not a redeployment candidate (on the basis of the section on [Regulations and provisions upon changes in the organisation](#)) can voluntarily opt to choose the reorganisation redundancy provision described below if this means that a redeployment candidate can be placed in their job. Such employees are thereby a replacement.

*Redeployment candidate:* employee for whom the decision has been made that his job will become redundant or has a job in which the number of FTEs and thus employees will decrease, whereby he loses his job on the basis of the ranking (representativeness principle (*afspiegelingsbeginsel*)).

*Replacement:* employee that is not a redeployment candidate but in whose job a redeployment candidate will be placed.

## 2. All the conditions below must be fulfilled to be a replacement:

- i. The choice is made on an individual basis
- ii. The choice to be a replacement is voluntary.
- iii. The TNO employment situation benefits from replacement or there is no objection to this
- iv. A redeployment candidate is placed in the available job.

## 3. Procedure:

- a. A proposed decision (PD) or proposed implementation plan (PI) is drafted. In the PD or PI the following (of importance in this context) will be stipulated in any case:
  - i. when the implementation of the decision or plan will start (this date is also the date when employees – insofar as applicable – will be formally designated redeployment candidates)
  - ii. the date that is the reference date for any workforce composition (if no date is stated, the date will be that when the PD or PI is presented to the Works Council)
  - iii. and optionally: until such times as employees can apply to be a replacement (see below, 5)
- b. The Executive Board adopts the PD or PI
- c. The PD or PI is presented to the Works Council for its recommendation and
- d. is made known to the affected employees under the restriction that the Works Council still has to give a recommendation and thus that this concerns an intention
- e. During the recommendation procedure employees already know the impact of the PD or PI on their position. By that time, employees can already sign up as a replacement. Employees can also already report to the Job Mobility Centre.
- f. The Works Council makes a recommendation
- g. The Executive Board definitively adopts the decision or implementation plan
- h. The definitive decision or implementation plan is announced.

## 4. The situation when the announcement of the definitive decision or implementation plan is made at the same time as the start of the implementation:

- a. Employees are informed formally through the announcement of the definitive decision or implementation plan that their job will become redundant as of that date and they are from the same date a redeployment candidate to whom the rules in the section on Regulations and provisions upon changes in the organisation apply.
- b. Employees who are not redeployment candidates have the opportunity to apply to be a replacement within two (2) weeks of the announcement of the definitive decision or implementation plan.

5. The situation when the start of the implementation of the definitive decision or implementation plan is made later than its announcement:
  - a. Employees are informed formally through the announcement of the definitive decision or implementation plan (or as soon as possible thereafter) that their job will become redundant and that they are therefore a redeployment candidate (cf. section on Regulations and provisions upon changes in the organisation).
  - b. Employees not subject to possible redundancy, have the opportunity to apply to become a replacement within two (2) weeks of the announcement of the definitive decision or implementation plan, unless a different date is stipulated in the definitive decision or implementation plan.
6. If someone applies as a replacement and fulfils the relevant conditions (see 2), the employer will decide within two (2) weeks of the latest period for registration as replacement, which redeployment candidate can be placed in the available job.
7. The redeployment candidate who can be placed in the available job will be informed of this as soon as possible.
8. The redeployment candidate has up to two (2) weeks to refuse a placement, without having to give reasons. If applicable, he will remain a redeployment candidate in line with the section on Regulations and provisions upon changes in the organisation, but without internal redeployment efforts being made.
9. The employer will place the redeployment candidate most suitable for the available job in that job. If no suitable redeployment candidate can be placed, there will be no replacement.
10. Employment with the replacement will, two (2) months after the replacement decision has been taken, be terminated by mutual agreement but never later than the date on which the redeployment period of the redeployment candidate without replacement would have ended.
11. If the replacement chooses to end the employment contract earlier than the date stated above (in 10), he will receive salary for the remaining period as well as the amount stated below in 12.
12. Upon termination of employment, the replacement shall receive an amount equal to the compensation that would have been received as a redeployment candidate based on Article 8c of the Regulations and provisions upon changes in the organisation, with a maximum of six (6) months' gross salary plus holiday allowance and the 13<sup>th</sup> month's salary and flexbudget (pro rata).

### Example:

2 January. The Executive Board has adopted a proposed decision (PD) that a number of jobs will cease as of 1 March.

3 January. The Works Council receives the PD for its recommendation. The employees in the department are informed and receive the PD.

3 January. Although the employees are not formally designated redeployment candidates, they may nonetheless start using the Job Mobility Centre and the associated facilities.

20 February. The Works Council makes a (positive) recommendation.

27 February. The Executive Board adopts the definitive decision.

The date on which the decision is implemented is contained in the (proposed) decision as 1 March.

27 February. Once the decision is adopted, the employees affected are formally informed who will be designated a redeployment candidate as of 1 March. This will be confirmed in writing.

27 February. Employees can register as a replacement

1 March. The redeployment period starts.

1 June. The employment contract with redeployment candidates who cannot be redeployed ends.

14 March. Two weeks after the adoption of the decision, the final dates on which employees can register as a replacement.

28 March. Final date on which the employer decides whether a redeployment candidate can be placed in the job of the replacement, and if so, which.

25 March (or earlier). The employer decides that a redeployment candidate can be placed in the available job.

25 March. The redeployment candidate is informed and the job offered to him.

11 April. Final date on which the redeployment candidate may refuse the offered job without having to give any reasons.

### **Suppose the redeployment candidate refuses: replacement does not happen**

12 April: The employee who offers his job does not become a replacement.

Redeployment efforts for redeployment candidates continue. Agreement will be made on contract termination.

1 June: Employment contract ends.

### **Suppose the redeployment candidate accepts the job**

12 April: The redeployment candidate is redeployed.

12 April: The employee who has offered his job becomes a replacement. A termination agreement is concluded with the replacement. Discharge follows after two (2) months (from the end of the calendar month).

1 June: Employment contract of the replacement ends.