

› **MY
EMPLOYABILITY -
MY WORK**

My Employability - My Work

What is it? / What will you find here?

In this chapter of the TNO Terms and Conditions of Employment you will find rules and tips relating to or that you can use in the context of your employability both within and outside TNO as well as other bases for your development applicable within TNO, activities you can undertake and a checklist for agreements you can make on this with your manager.

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

We also consider the Step-back Policy wherein rules and principles are applied whenever you want to take a temporary step back in your career, also with a checklist for agreements you can make on this with your manager.

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

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Empower (Performance management¹)

version 1.0 / 1 April 2020

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 focuses on performance and development at an individual level comes together in Empower. The word 'appreciation' fits 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 creation²;
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.

Appreciation

The focus of Empower is on increasing your intrinsic motivation and the appreciation of 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 (such as salary or 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. You have an initiating role in the interviews with your manager and a leading role in regard to their content. Of course, your manager can also take the initiative to conduct an interview with you. This is a shared responsibility.

The interviews will focus on your development, the content of the work, the results achieved and to be achieved and what you have contributed. They will contribute 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 possibly your team leader 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 work environment. You and your manager will determine what appointments you make and how they

¹ The term 'performance management' will be included in the terms and conditions of employment for one year as a transitional measure. This way, the scheme can easily be found if the old term 'performance management' is searched for. After this period, it will be removed because Empower is not a traditional performance management system.

² In accordance with the HR strategy

are recorded. At least once a year, you will save the appointments made with your manager in a central application.

More information on feedback, recording appointments and giving shape to all this can be found in the [toolbox](#).

Appreciations

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 three possible forms of appreciation:

- good
- excellent
- not good enough

The starting point is 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 the My Personnel file. If there is a change in appreciation, this will be discussed with you beforehand, substantiated in writing and recorded in the My Personnel file. The 'excellent' rating, once given, is valid for at least six months. 'Not good enough' and 'good' are valid as long as another appreciation is not applicable.

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

Excellent:

The employee performs far beyond expectation and this is also widely recognised. The results achieved and the performance far exceed the goals set and the job requirements. Performance is delivered at an excellent level both qualitatively and quantitatively, far beyond the level that would normally be expected of a person in view of his or her role and job level.

Good:

The employee performs well. The results achieved and the performance are entirely satisfactory. The goals set and the job requirements are 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 months on the basis of the improvement plan.

The 'not good enough' appreciation results in an improvement programme. Within one 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 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. The manager provides an interim evaluation interview after a maximum of three 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 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 month (but in any case, within three months) of the end 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/Director Corporate Services within one month of the interview. In such a situation, the aim is for the complaint procedure to be completed within one month (but in any case, within three months) of the interview. If the substantive complaint procedure is initiated in the case of a 'not good enough' appreciation, the action associated with this appreciation (at your request) cannot be started before the complaint procedure has been completed.

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.

Sustainable employability plan

The sustainable employability plan will be drawn up jointly by you and your manager if your employability is expected to be insufficiently sustainable. You can both take the initiative to draw up this sustainable employability plan if one of you deems it necessary.

The sustainable employability plan is future-oriented. The plan contains actions for deepening, broadening and renewing knowledge, skills and competencies, as well as offering new experiences in relation to sustainable employability. This can be accompanied by coaching, education, training, intervention and/or other activities. On the basis of the agreed employability plan, a 'personal' education budget of EUR 1,000 will be allocated for one year. The plan explicitly indicates which actions will be taken to guarantee your employability in the longer term and, if necessary, the associated coaching, education or training.

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 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.

Your development

version 2.1 / 1 April 2020

What is it? / What will you find here?

In this section TNO outlines the context within which you can shape your development together with your manager on the basis of a mature working relationship in which you and your manager make independent agreements on terms and conditions of employment in specific situations. You make individual agreements with your manager on your development in the Performance Management development interview. Below you will find a Checklist of topics on which you must or may make agreements.

Principles

TNO strategy

TNO wants to excel in order to solve complex questions from the market and from society. TNO contributes to the innovation of society. TNO positions itself as an organisation able to respond to complex issues at a high tempo and guarantee an intrinsically top quality.

The employees of TNO

Together with your colleagues you form TNO and you are well qualified to excel. Together with your manager you ensure that you retain, refresh and enhance these qualities.

Your development

Employee 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 beyond.

Employability is part of the culture of TNO, where key words like 'personal responsibility for orchestrating and responsibility', 'talent approach' 'initiative', 'develop', 'move', 'change' and 'clear future prospects' are self-evident (see also [TNO Development lines](#) and the [Employability toolbox](#) including a questionnaire for evaluating your development). We also refer to the document [how to write a development plan](#) and the [development plan format](#) and the more extensive/in-depth [Sustainable Employability Plan format](#).

Your development must be as well aligned as possible to the long-term TNO prospects. Individual employability and organizational development strengthen each other.

Development competencies

You will be continuously invited to maintain your own competency profile and to develop on the basis of the TNO Development lines, geared to strengthening the TNO position. Examples of competencies are entrepreneurship, creativity, customer focus and learning capacity.

Development of professional knowledge

You will also be continuously invited to keep developing your professional knowledge. Current professional knowledge is, in addition to the more general applicable competencies, crucial to TNO. Ways to develop professional knowledge include attending conferences, keeping up with professional literature and executing challenging projects.

Investment by TNO and employee

Your development is and remains a joint responsibility of yourself and TNO in which both invest time and money.

TNO facilitates, shows involvement and gives you the scope to develop yourself and take responsibility for orchestrating this.

Development activities

Goals: job and career

The goal of your development is not just good performance but also promotion and growth (inside or outside TNO), whereby it may be necessary to gain greater or broader knowledge or to develop

certain competencies. Development relates not only to your job but also to your career. By keeping track of this, you stay productive and motivated, and working life long, thereby preventing reduced employability. It is therefore necessary for you to consider your qualities and ambitions from time to time.

Forms: education and more

Following education, training or courses is just one of the many ways to develop yourself. You can also develop yourself in the workspace through challenging projects, internship, job rotations, accompanying a colleague in his or her work or networking in conferences and exchanges. We call this the 70:20:10 principle: 70% of what you learn, you do so in and during the performance of your work; 20% of what you learn comes through interaction with others; 10% of learning comes through following a formal training or course.

The individual development can be shaped by, for instance:

Education activities:

- Re-education
- Education
- Keeping up with professional literature

Networking activities:

- Intervision
- Exchanging knowledge:
 - Knowledge days
 - Colloquia (giving and attending)
 - Professional networking
 - Methods and techniques
 - Congresses and symposia
 - Publication
 - Internships, exchanges

Course activities

- Modules at higher education and university
- Lectures within TNO
- Training

Workspace activities

- Building knowledge and the work itself
- Intercollegial feedback
- Coaching
- Challenging projects
- Taking on temporary roles like:
 - extra market tasks
 - department planning
 - Works Council membership
 - quality assurance

In the [Employability toolbox](#) various examples of development activities are detailed.

Checklist agreements

Agreements on your development are part of the interview cycle as described in the section 'The assessment system' of this chapter. During the year you and your manager can substantiate, detail or change these agreements.

You note the agreements in Performance & Development, which are included in your digital personnel dossier.

Possible topics on which you and your manager make agreements:

- the relation between TNO's long-term prospects and your development;

- what you and your manager expect of your development, plainly and clearly defined;
- what development activities are needed and what can TNO contribute in terms of making time, money or other resources available;
- what is the goal of the development activity, plainly and clearly defined;
- within what period of time must the results of the development activity be visible;
- what is the pay-off and the urgency of the activity for TNO and for you;
- can you take leave for the development activity;
- if so, how much and when do you get extra leave during normal working hours;
- what are the costs (once-only or annually), and will they be reimbursed by TNO and what are the associated conditions. Like enrolment, exam and diploma costs, study material and travel costs;
- are you eligible for a repayment scheme and if so, what are the conditions. When does the scheme begin, must you repay everything or a portion and must that be as one payment or can it be in instalments;
- can you make use of the TNO Job Mobility Centre.

Life Phase focused working (LGW)

version 2.1 / 1 April 2020

What is it?

LGW is geared to your sustainable and optimal employability whereby TNO takes account of your current life phase and its specific needs. Sustainably employable means staying motivated and productively employable, within the business, strategy and mission of TNO.

In other words, LGW is aligning the terms and conditions of employment, working conditions, development possibilities and support to the different phases of your life so that you retain maximum employability.

Why LGW?

TNO wants the organisation, culture and HR policy to be well aligned with its mission and strategy. The core of the mission of TNO is to connect people and knowledge to create innovations that sustainably boost the competitiveness of industry and wellbeing of society.

To this ambition belongs an organisation with an HR policy that facilitates this in an optimal way along with a culture that prompts you and your colleagues to engage in renewal, cooperation and development.

So a stimulating working climate is a top priority for TNO. LGW is one of the instruments to create this.

TNO's image is of a good, modern employer; LGW enhances this image.

LGW contributes positively to:

- realising the mission and strategy of TNO;
- the employability of you and your colleagues, in terms of both quality and duration;
- the health and motivation of you and your colleagues along with a good balance between work and private life;
- the image of TNO as a good, modern employer;
- recruiting and retaining employees;
- more focus on the life phase of the older employee;
- the diversity of the employees within TNO, including more women in top positions.

What life phases does TNO differentiate?

TNO differentiates the following life phases and characterisations, depending on the person. This is not always age-related.

For the sake of clarity, TNO does, however, give an age indication for the following life phases:

Life phases within TNO:

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

In the [Employability toolbox](#) you'll find the characteristics and the specific personal features of the diverse life phases.

Psychological contract per life phase

Per life phase the expectations, career prospects, mutual relationships and obligations between employer and employee: the psychological contract. As a young professional you tend to be more

focused on your own development and making a career, which as a skilled senior you tend to attach more importance to meaning in your work, job security and flexibility. For the manager it is important to have good insight into the expectations and (im)possibilities per life phase to work more effectively on your sustainable employability. This prevents stagnation or dropout due to causes that are related to your life phase.

It may be that your expectations no longer correspond with the expectations, strategy and mission of TNO. Then the psychological contract between you and TNO needs reviewing. TNO then discusses with you how the expectations of TNO can be translated in agreements about your job performance, growth, learning and career. The Performance Management cycle gives a perfect opportunity for discussion of these topics. The STAR questions per life phase may be useful here and can be found in the [Employability toolbox](#).

Available instruments

TNO encourages you to make use of the instruments stated below. Only in the significant interests of TNO may TNO refuse use of them.

Employability toolbox

The Employability toolbox contains information and instruments that aim to stimulate your employability and career development, depending on your needs, those of TNO, your career development and life phase.

Terms and conditions of employment

The terms and conditions of employment are an instrument of LGW since they help you make choices in a specific life phase, for example in terms of working hours, development, step-back policy, flexible terms and conditions of employment.

Job Mobility Centre

The Job Mobility Centre is geared to finding suitable jobs if you are a redeployment candidate and supports you and your manager in employability related issues.

Step-back policy

version 1.1 / 1 April 2020

What is it?

A step back means that you get a lighter job, 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:

- 'Step back' is part of the Employability policy of TNO that is geared to your sustainable and optimal employability so that you stay motivated and productive, so that you enjoy your work and you know and develop your personal qualities. Reasons for stepping back may be both personal and organisational, such as you caring tasks, changing interest, you want to move with the developments within your job or field but cannot (any longer) or you no longer comply with the job requirements.
- You agree on a step back with your manager. TNO plays a facilitating role where it can, like offering courses or coaching.
- A step back should be seen as a normal step in one's working life, and as normal as encouraging you to make a step forward after such a step-back period.
- 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 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 as 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 for a step back, but both must always be in agreement here. 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 and you pension accrual.
- 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.

- 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 level of remuneration, the assessment and award of a salary increment will be on the basis of the new job and salary scale.
- The old salary may be higher than the maximum in the new salary scale. In the case TNO will adjust your salary downwards annually (= 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 in respect of the original gross salary of the old job.

- In each year of a salary adjustment TNO pays a supplement, being 1.5 times the decline in annual salary (including holiday pay and thirteenth month) in the respective year.
- 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 last until such time that 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 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 on the assessment cycle of the last period
- 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 you 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 2.0 / 1 January 2018

What is it?

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

Transfer refers to a work appointment short-term or long-term elsewhere within TNO, either at a different location or department within the same or different unit or services organisation.

Reasons

There may be all kinds of reasons for secondment or transfer like networking, career policy, personal development or employability. In principle, TNO does not take on employees with the sole purpose of detaching 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 engages the organisation where you will be detached 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** the following points are pertinent:

- 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 year;
- you are not obliged to move house unless this is necessary to do the job. Any compensation for this can be found in chapter My Benefits section Compensation for re-housing; reimbursements for home-work commutes and accommodation can be found in My Benefits section Travel reimbursements, or Overnight accommodation costs. Any increased commuting distance will be compensated by an increase in the reimbursement on the basis of the fiscally permitted kilometre rate. The increase in the reimbursement will be awarded for the increased travel distance;
- your employment at TNO remains intact just as your existing legal position and terms and conditions of employment. Upon a transfer your manager may make additional agreements with you;
- your bond with TNO remains; we are keen to see you on refresher days;
- 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 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 the costs of commuting, accommodation or re-housing. See chapter My Benefits.

Regulations and provisions upon changes in the organisation

version 4.1 / 1 January 2021

1. Scope

a. Changes in the organisation

This arrangement applies to organisation 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 organisation 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. This regulation applies to changes in the organisation within TNO.

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 employees' representation concerned (Works Council (Works Council) 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 that a decision can be made without the employee employees' representation being consulted. This will be in collaboration with the employee employees' representation and take place where the scope of the organisation change (such as the number of employees directly affected by the organisation change) is limited as is the impact of the organisation on other employees not involved in the organisation 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 months. In addition, the employee whose job is terminated is entitled to a transition payment, calculated in accordance with the statutory regulations. The other stipulations of this arrangement are not applicable to him/her. In exceptional cases where TNO this necessary or suitable, individual arrangements can be made with the employee, whether compliant or in alignment with the contents of this arrangement or not.

d. The relevant regulations: information

This regulation must be read in combination 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 arrangement ("[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 proportionality:

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 job's corresponding job description, provided that this (largely) corresponds with the reality. If no job description is available, then the tasks undertaken by the employee during the previous two 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 job³

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 contents if the job responsibilities changes by 50% or more/or;
 - the requisite 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 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 (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 skills⁴ 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 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 job⁵ may also, with the redeployment candidate's consent, be regarded as suitable. In that case the redeployment period (see Article 5 of this arrangement) will be suspended for the duration of the temporary suitable job.

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.

¹ A job is a compilation of work activities including tasks, responsibilities and authorisations performed by an employee.

⁴ In general it can be said that a job of one 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.

⁵ 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 to 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.

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 reorganisation 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 a reorganisation throughout TNO, an unit or staff department, then the regions Randstad⁶, Central⁷, South⁸, Northwest⁹ and Groningen will each be regarded as one business location.
3. In the event of a reorganisation 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%)¹⁰ 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 proportionality

The designation of employees that may be subject to dismissal is in line with the Dismissal Decree (and corresponding law and legislation), whereby the proportionality 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 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 their time working on the specific activities

h. Departure from the proportionality principle

Situations may arise in which proportionality leads to an outcome that is undesirable for the organisation. In such situations it is possible to depart from the proportionality principle 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).

i. Reference date

The reference date on which the proportionality 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

⁶ Den Haag, Delft, Rijswijk, Ypenburg, Leiden

⁷ Zeist, Soesterberg, Utrecht

⁸ Eindhoven, Helmond

⁹ Petten, Amsterdam

¹⁰ This should not relate to incidental work for that specific project but work that is structurally related to the project to a certain extent.

organisation 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 possible¹¹ after the adoption and publication¹² of the (proposed) decision regarding the redundancy of his or her job, allowing for interchangeability and proportionality. 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 becomes redundant so it may well be that within a single department jobs will become redundant on different dates. The decisive factor here is the moment that the project or work coupled 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 recommendation¹³ 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 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 to that which is stipulated in article 4.a., the redeployment period of the employee who becomes a redeployment candidate on or after 1 January 2016¹⁴ and who has been employed for at least 10 years at the start of the redeployment period is
 - if aged 45-49: total of four months;
 - if aged 50-54: total of five months;
 - if aged 55+: total of six months.
- c. Both TNO and the redeployment candidate have an obligation to do their utmost¹⁵ 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 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

¹¹ Preferably the same day, otherwise as soon as possible, that is within one or two working days.

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

¹³ 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. Agreements about this were once made at TNO in close consultation between TNO and employees' representation, an approach that differs from what is customary in many organisations. The reason for this is that TNO and employees' representation set great store by informing 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.

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

¹⁵ 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 action taken by the Job Mobility Centre, approaching a network of colleagues, reacting to vacancy announcements.

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 option to choose an extension of the redeployment period by a maximum of three months on the understanding that the total redeployment period, including extension, is no more than six 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 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:

- *if the employee has been in employment for 3 years, he receives as compensation 1 month's gross salary in line with article 8. The extension period is then one month (maximum);*
- *if the employee has been in employment for 9 years, he receives as compensation 3 months' gross salary in line with article 8. The extension period is then three 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*)¹⁶ to undertake redeployment activities during the redeployment period for a month or more 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 [Redeployment policy Job Mobility Centre](#).
- 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 redeployment candidate.

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

¹⁶ 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.

6. Exemption from work

- a. From the start of the redeployment period, the redeployment candidate is entitled to exemption from the performance of duties on full pay and emoluments, with the exception of the emoluments stated in article 6.d. of this arrangement on the basis of the employee performing no more work activities in that period but focusing fully on (making an inventory of the possibilities for) redeployment.
- b. The purpose of the exemption during 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 days), the redeployment period will not be suspended as a consequence.
- d. During the exemption from duties, the commuting expense allowance and any other expense allowances will be terminated.
- 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 use this consideration period once only in a period of half a year and thus may not make use of a new consideration period in the event that the agreed settlement agreement is revoked.
- 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 article 7:673 BW. 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 year. The transition payment is a maximum of EUR 84,000 (2021) gross or an amount

equivalent to the level of the salary for twelve 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 regulation 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 month's 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 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 article 7: 673 of the BW, the Dismissal Decree and 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 and the average amount of the work he or she performs is no more than twelve hours per week;
- b. occurs in relation to having reached the old-age pension age as related in article 7a, clause 1, 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 regulation in article 14 of this arrangement, as to be judged by 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 flexible budget 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 rating) 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			new salary	supplement
	%	Nominal			
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			new salary	supplement
	%	Nominal			
1	5.7	€2,000		€33,000	€3,000
2	0.0	€0		€33,000	€0

11. Change of location - exception

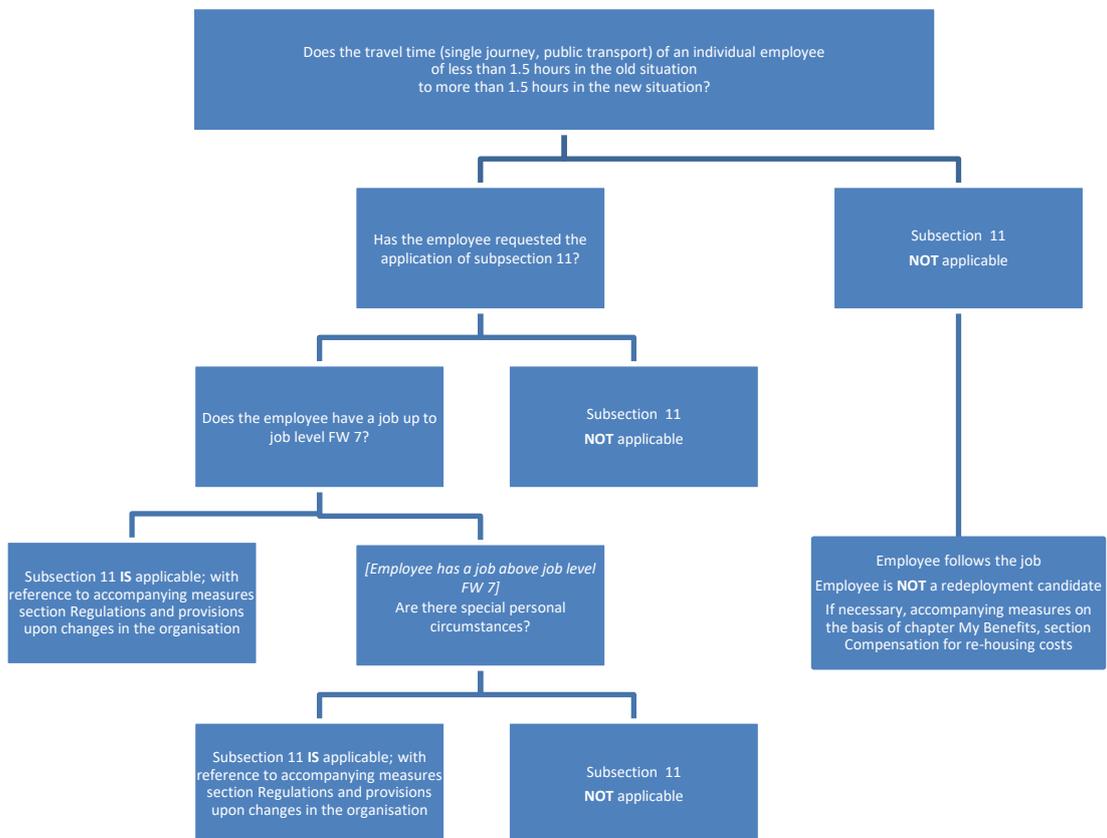
If there is no question of the job of the employee being terminated or any reduction in the job group where the employee works but TNO still decides to change the location of the employee, the principle applies that the respective employee follows his job to the new location and, if necessary, is eligible 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, and 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 regulation). 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 regulation.

Application of article 11 of 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. Where the former employee is facing postponement of unemployment benefit because of the use of the notional notice period, TNO will reimburse the benefit to be lost by the former employee, unless the postponement is attributable to the former employee; a failure to reach settlement agreements within a reasonable time resulting from the failure of a constructive attitude on the part of the employee also qualifies as attributable to 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 of an invoice made out in the name of TNO.
- d. The travelling expenses associated with applications will be paid by TNO during the redeployment period on the basis of the arrangement for inland business travel laid down at TNO, provided that they are within reasonable limits and subject to the prior consent of TNO.
- e. The redeployment candidate may be eligible for payment of the costs of short-term training courses, subject to the consent of TNO, the condition being that the training to be attended actually increases the chance of new work.
- 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.
 - 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 arrangement

TNO has agreed a replacement arrangement with the Works Council, which applies when any job/jobs is/are terminated. See Replacement scheme section of this chapter.

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 section Regulations and provisions upon changes in the organisation) can voluntarily opt to choose the reorganization 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 (workforce composition principle).

Replacement: employee that is not a redeployment candidate but to 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 when can employees apply to be a replacement (see below, 5)
- b. The Executive Board proposes 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. At that moment employees may already apply to be a replacement and can make use of the Job Mobility Centre.
- f. The Works Council gives a recommendation
- g. The RPD makes the decision or implementation plan definitive
- 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 for who the rules in the section 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 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 Regulations and provisions upon changes in the organisation).
 - b. Employees not subject to possible redundancy, have the opportunity to apply to be a replacement within two 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 (ad 2), the employer will decide within two 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 weeks to refuse a placement, without having to give reasons. If applicable, he will remain a redeployment candidate in line with section 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 months after the replacement decision has been taken, be terminated mutually and in good will 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 months' gross salary plus holiday allowance and the 13th month's salary and flexbudget (pro rata).

Example:

2 January. The RPD 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 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 gives a (positive) recommendation.

27 February. The RPD 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 placed 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, and if so, a redeployment candidate can be placed in the job of the replacement.

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: redeployment candidate is placed.

12 April: employee that has offered his job becomes a replacement with whom an agreement will be made on contract termination. Discharge follows after two months (from the end of the calendar month).

1 June: Employment contract of the replacement ends.