

Utrecht University Voluntary Mobility Scheme

1. Scope

- 1.1. The mandatory of the unit of the UU at which cost reductions are required will draft a 'Vision on organisational change' plan and will request permission from the Executive Board for the implementation of the UU Voluntary Mobility Scheme ahead of the reorganisation. The 'Vision on organisational change' will in any case include the extent of the reduction in FTE (full-time equivalent) in academic and support staff in specific units.
- 1.2. The mandatory shall inform the employees' consultative body or the Faculty Council of the intention to implement the Voluntary Mobility scheme and will submit the 'Vision on organisational change' plan to the staff delegation of the Faculty Council or the employees' consultative body for advice. Based on the 'Vision on organisational change' plan, the mandatory will determine the extent of the cost reductions (in €) and will outline the percentage of the cost reduction per unit and/or to which job group it will apply (framework memorandum).
- 1.3. The mandatory will submit the plan referred to in section 1.3 to the Executive Board for approval. Following approval by the Executive Board, the mandatory will establish the dates of the period during which employees may make use of the voluntary mobility scheme.
- 1.4. For the duration of the period that the scheme is in force and at least one year thereafter, there will be a recruitment freeze. Any decisions regarding the filling of vacancies will be the sole remit of the mandatory.

2. Application

- 2.1. The UU voluntary mobility scheme shall not apply to employees:
 - who have already submitted a written notification terminating their employment contract prior to the applicability of the scheme;
 - whose employment contract has been terminated prior to the period during which this scheme applies;
 - with a fixed-term employment contract;
 - whose employment contract will be terminated within 24 months of the start date of the term as a result of them reaching retirement age.
- 2.2. If the cost cuts in the designated units/job groups has been achieved, the scheme will lapse, even if this occurs sooner than the end of the effective period of the scheme. The employees will be informed of this immediately.
- 2.3. Employees who submit a written application for participation to the mandatory will receive a decision regarding acceptance of their application on the first working day of the month after the calendar month in which the application was made. The order of participation (per calendar month) will be determined as follows; employees with the most years of service at Utrecht University will have first right of participation.
- 2.4. The mandatory may decide in favour of part-time dismissal. In the event of such a decision by the mandatory, the decision-making process as a result of specific applications will be subject to existing personnel policy, which means that decisions are subject to the condition that the remaining scope of the position must be able to be performed effectively and that agreements will be made on the relevant responsibilities.

3. Severance pay for voluntary redundancy

- 3.1. Employees who request redundancy at their own initiative within the duration of the scheme, and in relation to whom the employer has previously determined that they fall within the unit and/or job group as referred to in Section 1.3, will be eligible for severance pay for voluntary redundancy at the end of their employment and provided the request has been accepted.

- 3.2. The level of severance pay for voluntary redundancy will be determined in accordance with the provisions set out in section 4 of this scheme.
- 3.3. Employees may consult an external financial expert on one single occasion with the aim of assessing their own financial circumstances and establishing what disbursement options are available. The external financial advisor will be made available by Utrecht University.
- 3.4. The level of severance pay for voluntary redundancy will be paid within a period of up to 2 months after the date of dismissal or later at the request of the employee, within a reasonable and fiscally permissible period.

4. Level of severance pay for voluntary redundancy

- 4.1. The following definitions shall apply in the application of this section:
 - Monthly salary: the monthly amount determined for the relevant employee based on the salary grid in paragraph 5 Annex A of the Collective Labour Agreement for Dutch Universities (CAO NU), plus the holiday allowance and year-end allowance amounts reserved each month, as it would benefit the employee on the day that he or she indicated in writing to wish to make use of the voluntary mobility scheme. The monthly salary will be calculated in proportion to the scope of the employment contract.
 - Years of service: The uninterrupted number of years of service at Utrecht University that the employee holds on the day that he or she has given notice requesting voluntary redundancy with use of the severance pay for voluntary redundancy.
 - Voluntary redundancy: an employee who requests the employer for dismissal in writing. The CAO NU will apply.
- 4.2. The employer will provide the employee with an amount (gross) at the end of their employment in the case of voluntary redundancy. This amount will be determined as follows:
 - Duration of employment < 3 years: 7x monthly salary (gross)
 - Duration of employment ≥ 3 years up to < 8 years: 10x monthly salary (gross)
 - Duration of employment ≥ 8 years: 13x monthly salary (gross)In the case of direct payment to an employee, Utrecht University must withhold tax on this amount.
- 4.3. In the initial 3-month opening period of the scheme at the unit, section 4.2. shall apply. Thereafter, the preparation and participation process for reorganisation will commence. During this period (from the end date of the period referred to above up to the actual start of the implementation of the reorganisation), employees will be given the opportunity to participate in the voluntary mobility scheme, however, with an incremental reduction of 15% from the amount referred to in section 4.2. for each month of late registration.
 - 1st month: amount – 15%
 - 2nd month: amount – 30%
 - 3rd month: amount – 45%
 - 4th month: amount – 60%

5. Duration of voluntary redundancy period

The duration of the period in which voluntary redundancy with severance is an option will always be a period of 3 months, which will be announced in advance, with due consideration of section 2.2. Following approval by the Executive Board, the mandatory may extend the duration if the objective has not yet been reached. In the event of an extension, the severance amounts may be lowered.

6. Other measures

- 6.1. In accordance with sections 2.2. and 2.3., following a request for termination of employment by the employee, the employer will send written confirmation of the notice of termination and the relevant termination will be effected with due observation of a notice period of 1 month. For business continuity reasons, this period may be extended by up to one month at the request of the employer.

- 6.2. The repayment obligation, in accordance with the training facilities scheme and the repayment of parental leave (Article 4.18 (5) CAO NU) will not apply in the case of voluntary redundancy under this scheme.
- 6.3. Employees who still have demonstrable previously accrued holiday or leave entitlements at the end of their employment will be entitled to payment up to the amount of their salary (including holiday and year-end allowance) corresponding to the entitlement.

7. Hardship clause

For cases in which the implementation of the scheme has no relevant provisions or is manifestly unreasonable, the employer and employee shall enter into mutual consultation to find a solution and the employer will decide how to resolve the situation.

These regulations, as amended in consultation with the University Labour Representation Board on 4 December 2019, shall come into force on 31 December 2019 and will replace the previous regulations.