

OXFAM  
Novib

**SOCIAL PLAN**  
2020-2022

# Contents

PREAMBLE	4
1 GENERAL PROVISIONS	6
ARTICLE 1.1 SCOPE	6
ARTICLE 1.2 DEFINITIONS	6
ARTICLE 1.3 DURATION OF THE DEAL AND ITS CONTINUED EFFECTS	8
ARTICLE 1.4 LEGAL POSITION	8
ARTICLE 1.5 MODIFICATION	8
ARTICLE 1.6 HARDSHIP CLAUSE	8
ARTICLE 1.7 EMPLOYER'S OBLIGATIONS	9
ARTICLE 1.8 EMPLOYEES' OBLIGATIONS	9
ARTICLE 1.9 LABOUR UNION'S OBLIGATIONS	9
2 PLACEMENT PROCEDURE	10
ARTICLE 2.1 ESTABLISHMENT OF THE ORGANISATION'S STRUCTURE AND STAFFING PLAN FOR OXFAM NOVIB'S OFFICES IN THE HAGUE	10
ARTICLE 2.2 PLACEMENT PROCEDURE / PROVISIONAL PLACEMENT PLAN	10
ARTICLE 2.3 PLACEMENT IN A SUITABLE POSITION	10
ARTICLE 2.4 PLACEMENT PROCEDURE – FINAL PLACEMENT PLAN	11
ARTICLE 2.5 REFLECTION PRINCIPLE AND LENGTH OF SERVICE	11
ARTICLE 2.6 PROCEDURE FOR RECORDING INTEREST	11
ARTICLE 2.7 PLACEMENT AND TRAINING PERIOD	12
ARTICLE 2.8 PLACEMENT AND THE CONSEQUENCES FOR THE TERMS OF EMPLOYMENT	12
ARTICLE 2.9 CONSEQUENCES OF REFUSING A SUITABLE POSITION	13
3 REDUNDANCY	14
ARTICLE 3.1 HOW REDUNDANCY WILL BE ESTABLISHED	14
ARTICLE 3.2 NOTIFICATION OF PROVISIONAL REDUNDANCY	14
ARTICLE 3.3 NOTIFICATION OF PERMANENT REDUNDANCY AND COMMENCEMENT DATE	14
ARTICLE 3.4 EXEMPTION FROM WORK	14
4 FACILITIES PROVIDING GUIDANCE TO OTHER WORK	15
ARTICLE 4.1 JOB SEARCH PERIOD AND TERMS OF EMPLOYMENT	15
ARTICLE 4.2 TRANSITION PAYMENT	15

ARTICLE 4.3 CAREER REORIENTATION AND OUTPLACEMENT	16
ARTICLE 4.4 COURSES, RETRAINING AND ADDITIONAL TRAINING	16
ARTICLE 4.5 STUDY COSTS AND REPAYMENT PLAN	17
ARTICLE 4.6 PREFERENTIAL STATUS FOR INTERNAL JOB OPENINGS	17
ARTICLE 4.7 CONTINUED PAY DURING JOB-APPLICATION LEAVE	17
ARTICLE 4.8 NON-STANDARD NOTICE PERIOD	17
ARTICLE 4.9 JOB-TO-JOB GUIDANCE FOR EMPLOYEES WHOSE FIXED-TERM CONTRACTS ARE COMING TO AN END	17
5 END OF EMPLOYMENT	18
ARTICLE 5.1 NO SUITABLE POSITION AT THE END OF THE JOB SEARCH PERIOD	18
ARTICLE 5.2 OUTSTANDING LEAVE	18
ARTICLE 5.3 FINAL SETTLEMENT OF THE EMPLOYMENT CONTRACT	18
6 REVIEW AND OBJECTIONS	19
ARTICLE 6.1 OBJECTIONS	19
ARTICLE 6.2 OBJECTIONS COMMITTEE	19
7 MOBILITY FACILITATION MEASURES	21
ARTICLE 7.1 VOLUNTARY LEAVERS SCHEME	21
ARTICLE 7.2 REPAYMENT OBLIGATIONS	21
ARTICLE 7.3 FACILITIES FOR A NEW POSITION	21
ARTICLE 7.4 SEVERANCE PAYMENT	21
COLOPHON	22

## PREAMBLE

The parties to this agreement:

1. Stichting Oxfam Novib, established in The Hague, represented in this matter by Michiel Servaes, Executive Director, and hereinafter referred to as: 'Oxfam Novib' or 'Employer'.
2. FNV, established in Amsterdam, represented in this matter by Wilma Berentsen, Director, and hereinafter referred to as: 'Labour Union',

take the following into consideration for the purposes of the present Social Plan:

1. In 2019, Oxfam Novib ('ON') and Oxfam International ('OI') commenced a strategic change process with the intention of responding properly and effectively to (external) changes on a global level. ON's new ambitions are outlined in a vision document entitled 'Manifesto 2030' and OI's new ambitions are outlined in its 'Global Strategic Framework' for 2030. The essence of both strategies is that Oxfam wants to radically pick up the pace of its change – which involves a shift from an aid and development organisation to a global movement against inequality and injustice. To achieve that, choices and a transformation to another way of working need to be made.
2. This change process stems from financial pressure, especially from a drop in 'unrestricted income', obtained from contributions made by donors and other sources. That income has been under pressure for quite some time, and is the result of a decline in demand, a drop in the willingness to donate and an ageing population. On top of that, Oxfam has had to deal with events that have had a great impact, including the safeguarding crisis of 2018 which harmed its reputation and the Covid-19 pandemic of 2020 (the end of which is as yet unknown). At present, these circumstances have led to a loss of more than 40,000 private donors in the space of three years, which corresponds to 12.5% of the structural private donor basis.
3. Other Oxfam affiliates are in similar situations, and as a consequence 75% of them (including ON) have reduced their remittances to OI. In response, hard measures have been taken at the confederation level. For example, the OI Executive Board has made the major decision to phase out 14 country offices and to consolidate a similar number into sub-regional offices. The International Secretariat is currently also undergoing a reorganisation, with approximately 20% of the FTEs expected to disappear. Changes at the level of OI – including the decision to centralise support provided to country offices in the 3 large affiliates (OGB, ON & Oxfam Intermon) – have a direct impact on ON.
4. Given the above 1) strategic, 2) financial and 3) international developments, ON is now forced to make drastic changes in the near future. Those changes involve creating an organisation that can achieve the ambitions formulated, realise a substantial cut in costs, and handle a changing role in the OI confederation.
5. Based on an extensive and inclusive preparatory stage of this process, in September 2020 Oxfam Novib's Board of Directors presented a 'Strategic Decision Paper' outlining the principal decisions to its members of staff. The organisational changes will be implemented during the period from October 2020 to March 2021, and will be overseen by a Change Team.
6. The change process will affect individual employees in at least two ways:  
  
First, the organisational costs must be cut by approximately EUR 3 million in order to return to a healthy and sustainable budget. Organisational costs include staff costs and central costs. Oxfam Novib will endeavour as much as possible to limit the amount to be saved on staff costs, and expects that the savings to be made in this area represent an average between 15% and 20% of the unrestricted cost savings that will need to be made by each unit. For the entire organisation, this will mean an estimated reduction of approximately 20 to 25 FTEs. The remaining amount will be saved on central costs.

Second, as a result of the above factors, the organisation will be restructured in the sense that fewer members of staff will be active in some functional areas on the one hand, whereas new expertise and capacities will be sought on the other. This could therefore lead to situations where certain internal candidates cannot be assigned to positions, meaning that first internal and then external recruitment will need to be done. Just how many FTEs will be affected by this 'friction' will only become clear during the course of the change process.

7. Although the premise is to avoid forced redundancies as much as possible by reassigning the employees in question internally to interchangeable, suitable and new positions, the possibility of forced redundancies can by no means be ruled out. This Social Plan gives shape to the Employer's responsibility to take suitable measures for its employees to limit the negative effects as much as possible. These measures are based on legal frameworks and offer individual options with regard to certain elements.
8. The Employer and the Labour Union will schedule fixed evaluation moments to discuss the status of the implementation of this Social Plan, which will be after each placement round, and subsequently at least once every six months.

The parties agreed on the Social Plan presented below on ...(date)..... .

For Oxfam Novib

For FNV

Managing Director

Director

# 1 GENERAL PROVISIONS

## ARTICLE 1.1 SCOPE

1. The Social Plan for 2020-2022 applies to the employer and the employees who work for the employer on the basis of an employment contract that is governed by Dutch law and who are subject to the reorganisation as meant in the Preamble, being employees who work for Oxfam Novib's office in The Hague. These employees are also subject to the provisions of the collective labour agreement ('CLA').
2. The national members of staff in country offices do not fall within the scope of this Social Plan. Those employees are subject to the national laws applicable in their respective countries, the provisions of the National Staff Terms & Conditions ('NSTC') and the Oxfam HR Guidelines.
3. In addition, this Social Plan does not apply to employees
  - a. whose employment contracts are terminated during their probationary periods or on the grounds of compelling reasons as meant in Section 678 of Book 7 of the Dutch Civil Code ('DCC');
  - b. who terminate their employment contracts with the employer on their own initiatives;
  - c. who have waived their rights under the Social Plan in writing;
  - d. who have reached Dutch state pension age;
  - e. who have an employment contract that does not specify the scope of their work (e.g. on-call workers);
  - f. whose employment contracts are terminated on the grounds of reasons attributable to the person in question (e.g. poor performance; place of work and residence vary from what was contractually agreed, etc.);
  - g. who work for the employer on the basis of a fixed-term employment contract that by operation of law ends during the course of this Social Plan, unless this Social Plan explicitly states that this Social Plan applies to them (see also Article 1.2).

## ARTICLE 1.2 DEFINITIONS

The following definitions are used in this Social Plan:

Oxfam Novib offices in The Hague	The offices of Stichting Oxfam Novib in The Hague.
Country Offices	All country offices outside the Netherlands.
Oxfam	The Confederation of Affiliates that jointly form Oxfam.
Executing Affiliate	An Oxfam affiliate, being Oxfam Novib in a number of countries, that is responsible for carrying out the entire Oxfam programme in that country.
Employee	A person who has been employed for a total of 24 months or more and therefore has an open-ended employment contract with Oxfam Novib, including members of staff with a fixed-term employment contract, whose contracts will not be renewed on account of the reorganisation, unless that person has reached retirement age. This Social Plan explicitly states if and in so far as it applies to members of staff who have been employed for less than 24 months and therefore have a fixed-term employment contract.

Reorganisation	The changes in the Employer's organisation as meant in the Preamble.
Work location	The location specified in the employment contract where the employee performs his/her work.
CLA	The 2019-2022 CLA (Part A) that applies to Oxfam Novib.
Years of service	The uninterrupted amount of time worked for the employer and, where applicable, its legal predecessors, on the basis of an employment contract. Other Oxfam Affiliates are not legal predecessors. Part of a year is taken into account on a prorated basis.
Gross monthly income	<p>The established gross amount per month that is granted based on the pay scale and pay grade, multiplied by the FTE percentage. The following elements are added to that amount:</p> <ul style="list-style-type: none"> <li>• the fixed personal allowance per month;</li> <li>• the fixed vacation pay per month;</li> <li>• the fixed end-of-year pay per month.</li> </ul>
Staffing plan	The list of positions at the employer prepared for the new situation which includes descriptions of the profiles, consisting of descriptions of the capacities required, expected level and job descriptions, as well as the number of FTEs per unit, department, project and position.
Position	An interlinked complex of duties that must be performed and results that must be achieved by the employee established in a job description, based on which the employee is evaluated by his/her supervisor.
New position	A position that is not comparable with any of the positions held at Oxfam Novib during the period prior to the reorganisation in terms of nature, substance, pay scale, and required expertise, skills and competencies.
Interchangeable position	A position that was held during the period prior to the reorganisation and that will continue to exist in the new organisation.
Redundant position	A position that no longer exists in the new structure.
Suitable position	A position that can be offered to the employee as he/she satisfies the job requirements, or if he/she is deemed able to satisfy those requirements within one year based on his/her education, expertise and experience (by following additional training). A suitable position can be assigned to a maximum of one higher pay scale, the same pay scale, or a maximum of one lower pay scale.
Provisionally redundant	'Provisionally redundant' refers to an employee as described in Article 2 who is not placed during the provisional placement round in the placement procedure and for whom no position is available (see also Article 3 for a description of how provisional redundancy will be determined).

Permanently redundant	'Permanently Redundant' refers to an employee who is given written notification that he/she will definitively not be placed in accordance with the placement procedure described in Article 2 and that there is no position available for him/her. (See also Article 3 for a description of how permanent redundancy will be determined).
Length of service	The number of years of service with the employer and its legal predecessors.
Cancellation date	The date on which the employee or the employer gives written notice of cancellation of the employment contract.
Notice period	The period between the cancellation date and the termination date.
Termination date	The date on which the employment contract between the employer and the employee ends.
Settlement agreement	A written agreement formed between the employer and the employee under which the employment contract will be terminated by mutual consent on the specified date. The settlement agreement contains the arrangements in place between the employer and the employee with regard to the termination of the employment contract.

### ARTICLE 1.3 DURATION OF THE DEAL AND ITS CONTINUED EFFECTS

1. The Social Plan will come into force on the date that it is signed.
2. The Social Plan will end on 31 December 2022.
3. Any rights that are acquired or arise while this Social Plan is in place will retain their full force and effect after the duration of this Social Plan has ended.
4. Employees who derive rights from or make use of arrangements under this Social Plan will retain their rights to those arrangements in so far as the duration of those rights and arrangements go beyond the end date of this Social Plan.

### ARTICLE 1.4 LEGAL POSITION

In addition to this Social Plan, Oxfam Novib's CLA applies.

### ARTICLE 1.5 MODIFICATION

1. If, in the parties' joint opinion, unforeseen circumstances arise as a result of which the employer cannot reasonably be expected to be held to this Social Plan, the parties will consult with each other to modify this Social Plan.
2. If applicable laws and regulations change, the arrangements in this Social Plan will remain in force, unless those arrangements contravene any mandatory law provisions at any point.
3. The parties declare that they are willing to consult with each other if either of the parties is of the opinion that this Social Plan should be cancelled before its end date or extended.

### ARTICLE 1.6 HARDSHIP CLAUSE

1. If application of this Social Plan were to have clearly unfair consequences for a particular employee, the employer may deviate from this Social Plan to the employee's advantage.



2. If, in the parties joint opinion, such an unforeseen circumstance or situation arises, the employer and the employee will discuss the matter in order to come to different individual arrangements.

#### ARTICLE 1.7 EMPLOYER'S OBLIGATIONS

1. The employer will lend its full cooperation to the implementation of this Social Plan.
2. The employer will ensure that this Social Plan is available to all members of staff in Dutch and English. In the event of a suspected discrepancy between the Dutch and the English version, the Dutch version of the Social Plan will prevail.
3. The employer must actively cooperate in reassigning as many employees as possible to limit the number of forced redundancies as much as possible.
4. The employer will report to the work council about the progress of the reorganisation process on a monthly basis at the consultation meetings.

#### ARTICLE 1.8 EMPLOYEES' OBLIGATIONS

1. The employee to whom this Social Plan applies will lend his/her full cooperation to the implementation of this Social Plan.
2. The employee must lend his/her cooperation with regard to being reassigned to a suitable position. Support by the employer will be provided in the form of retraining/refresher courses and guidance where necessary and within the established realm of possibilities.
3. The employee who relies on a provision of this Social Plan must provide the information and data to the employer that are needed to implement this Social Plan properly.
4. If the employee knowingly provides false information or data, or fails to provide the information or data needed, the employer will have the sole discretion to exclude or limit the arrangements provided for in this Social Plan, after the matter has been examined by the Dispute Resolution and Appeals Committee.

#### ARTICLE 1.9 LABOUR UNION'S OBLIGATIONS

1. The Labour Union will endeavour together with the employer to facilitate the progress of this Social Plan.
2. The Labour Union can be consulted in the event of unforeseen circumstances as meant in Article 1.5 read in conjunction with Article 1.6, and to make different arrangements where necessary.
3. If it so wishes, the Labour Union may participate actively in the meetings referred to in this article about the hardship clause.

## 2 PLACEMENT PROCEDURE

### ARTICLE 2.1 ESTABLISHMENT OF THE ORGANISATION'S STRUCTURE AND STAFFING PLAN FOR OXFAM NOVIB'S OFFICES IN THE HAGUE

1. The reorganisation will take place during the period from 1 October 2020 to 1 April 2021. The duration of this Social Plan is as determined in Article 1.3 of this Social Plan.
2. The employer will establish the organisational chart including the associated positions based on the final board resolutions adopted after the consultation process with the Works Council has been followed.
3. The changes in the organisation will be shown in a concrete and understandable organisational chart.
4. Based on the final board resolution about the organisational chart, including the new positions/descriptions and profiles, the employer will prepare the staffing plan as specifically as possible.
5. The staffing plan must clearly show:
  - a. what positions or work will become redundant and when;
  - b. what positions or work will change and when;
  - c. what new positions will be created and when.

### ARTICLE 2.2 PLACEMENT PROCEDURE / PROVISIONAL PLACEMENT PLAN

1. The Board of Directors will use Oxfam Novib's staffing plan for the offices in The Hague to draw up a provisional placement plan.
2. The provisional placement plan will state:
  - a. which employees will keep their existing positions;
  - b. which employees will be declared provisionally redundant.
3. The positions listed in the staffing plan will be filled based on the following rules:
  - a. In the case of an interchangeable position, the person holding the position will keep his/her position. If there are more persons holding the positions than there are interchangeable positions, the provisions of Article 2.2.(3)(c) below will apply;
  - b. If a position is moved to another division of the organisation, the person holding the position will follow his/her position;
  - c. If there are more employees than there is available staff capacity level, placement will take place based on the provisions of Article 2.5, and
  - d. new positions will be opened and filled in accordance with the employer's recruitment, selection and hiring policy. If a redundant employee proves to be suitable, he/she prevails and will be reassigned to this position.

### ARTICLE 2.3 PLACEMENT IN A SUITABLE POSITION

1. The employer's best efforts obligation to guide as many employees as possible from job to job will be given shape by placing as many employees as possible in the organisation.
2. Placement at Oxfam Novib's offices in The Hague will occur in accordance with the placement procedure as described in Article 2.4 of this Social Plan.

## ARTICLE 2.4 PLACEMENT PROCEDURE – FINAL PLACEMENT PLAN

1. The Board of Directors will use the staffing plan to subsequently prepare a final placement plan.
2. The final placement plan will state:
  - a. which employees have been placed on the basis of the provisional placement plan;
  - b. which employees have been placed in a suitable position;
  - c. which employees will be declared redundant, and
  - d. which employees will be declared redundant but will be placed temporarily in a position to phase out / round off work.
3. The final placement plan will be prepared taking into account the fact that the placement for the situations as mentioned in Article 2.4(2)(d) will occur based on the provisions of Article 2.5 if there are more employees than there is available staff capacity level.

## ARTICLE 2.5 REFLECTION PRINCIPLE AND LENGTH OF SERVICE

1. For the purposes of filling interchangeable positions, the reflection principle will be applied to each category of interchangeable positions based on the age structure in the relevant category of interchangeable positions.
2. The personnel in the category of interchangeable positions will be divided into the following age categories:
  - 18 to 24 years of age
  - 25 to 34 years of age
  - 35 to 44 years of age
  - 45 to 54 years of age
  - 55 years of age up to state pension age.
3. The division of redundancy among the age groups must take place in such a way that the age structure in the category of interchangeable positions prior to and after the reorganisation is proportionally the same wherever possible.
4. The employee or employees with the least years of service in each age group will subsequently be declared redundant.
5. If the reflection principle cannot be applied, the employee or employees with the least years of service will be declared redundant.

## ARTICLE 2.6 PROCEDURE FOR RECORDING INTEREST

1. After an employee has been declared provisionally redundant, he/she may express an interest in other positions. In the case of management positions not only provisionally redundant employees but also employees with similar management experience who will in all likelihood be declared provisionally redundant at a later stage of this reorganisation may express their interest. For placement/reassignment purposes, the employee's formal interest will be taken into account.
2. The formal interest in another position will be recorded as soon as possible and no later than two weeks after the vacant positions are announced.
3. The interview concerning the formal interest recorded will be held with managers / employees who are provisionally redundant. In the case of management positions other employees with similar management experience who will in all likelihood be declared provisionally redundant at a later stage of this reorganisation may also request such an interview.
4. During that interview, the manager / employee will be given further information about new and suitable positions and will state whether he/she is interested in another position.
5. HR will conduct the interview concerning the recording of the interest.

6. The employer will send the employee written confirmation of his/her recorded interest no later than 5 business days after the interview.
7. If multiple employees are found to be suitable for one (1) suitable position, the 'reverse reflection principle' will be decisive factor for the final placement.

## ARTICLE 2.7 PLACEMENT AND TRAINING PERIOD

1. Written arrangements about targets and the way in which these will be evaluated will be made with each employee who is assigned to a suitable position.
2. The employer will ensure that the employee who is assigned to a suitable position is given proper guidance.
3. Progress interviews between the supervisor and the employee will be scheduled on a regular basis, and, in principle, at least once a month.
4. The employer will facilitate the employee for a period of at least two months so that he/she can familiarise himself/herself with the suitable position and fill the suitable position properly within a period of one (1) year.
5. Arrangements will be made with the employee who is assigned to a suitable position about any development and training needed, as well as the evaluation thereof within six months based on clearly predefined indicators (see also Article 4.4 on training and education).
6. If the employee's performance is unsatisfactory, he/she will be declared redundant and will be subject to the provisions of this Social Plan, after which, in accordance with this Social Plan, arrangements will be made about finding another position either in or outside the organisation and a termination date in accordance with the provisions of this Social Plan.
7. No later than two weeks before the employee's job change takes effect, he/she will be sent written confirmation of the change, including what the suitable position is, a description of the position, and, where applicable, the consequences that arise from the job change.

## ARTICLE 2.8 PLACEMENT AND THE CONSEQUENCES FOR THE TERMS OF EMPLOYMENT

1. Employees with a contract for an indeterminate period of time will be assigned to a position for an indeterminate period of time.
2. Employees with a fixed-term contract will be assigned to a position for a fixed term. The employer will observe the duration of the existing employment contract.
3. If the employee accepts another position at Oxfam Novib and that position falls in the same or a higher pay scale compared with the old position, he/she will be paid the salary, including the increments within that pay scale, associated with that position from the moment that he/she starts performing that job.
4. If the other position falls in a lower pay scale, the employee will be placed in the new pay scale. The employee will retain his/her current salary which also includes the opportunities for advancement associated with his/her original pay scale, plus the entitlement to the annually pay rises established under the CLA.

The adoption of this provision and the commencement date of this Social Plan mean that Article 4.6(2) of the CLA (2019-2022) will be declared inapplicable to employees to whom this rule applies as a result of the present reorganisation, as well as – effective the same date and therefore without retroactive effect – to members of staff to whom this rule applies as a result of a previous reorganisation or revaluation.

## ARTICLE 2.9 CONSEQUENCES OF REFUSING A SUITABLE POSITION

1. If the employee refuses a suitable position offered by the employer without having a valid reason in the employer's opinion, and after the employee has been given the opportunity to explain his/her reason, the employer will present the matter to the objections committee.
2. After the objections committee has issued its advice, the employer will send the employee written notification as to whether it wishes to uphold or withdraw the offer.
3. If the employer upholds the offer, the employee will have 10 business days after receiving written notification of the offer to as yet accept it.
4. If the employee accepts the offer after all, the termination proceedings initiated will be terminated where applicable.
5. If the employer withdraws the offer after going through the process described above or in mutual consultation, this Social Plan will still apply to the employee.
6. If the employee continues to refuse the offer, the employer will initiate a procedure to terminate the employment contract and discuss a settlement agreement with the employee. If the employee refuses to consent to the settlement agreement offered, the employer will start a procedure with the Employee Insurance Administration Agency ('UWV') to terminate the employment contract.

## 3 REDUNDANCY

### ARTICLE 3.1 HOW REDUNDANCY WILL BE ESTABLISHED

An employee will be provisionally redundant if his/her position ceases to exist. An employee will become permanently redundant if he/she cannot be reassigned to a new position.

### ARTICLE 3.2 NOTIFICATION OF PROVISIONAL REDUNDANCY

1. When it has been established that the employee is provisionally redundant, the immediate supervisor will inform the employee accordingly during a face-to-face meeting. An HR Business Partner ('HRBP') will also attend that meeting.
2. At that meeting, an explanation will be given as to what criteria were used to come to the decision to designate the employee as provisionally redundant, and arrangements will be made for a follow-up meeting being the meeting where the employee will be given the opportunity to express an interest in other positions.
3. The employer will confirm this notification in writing no later than one day after the meeting.

### ARTICLE 3.3 NOTIFICATION OF PERMANENT REDUNDANCY AND COMMENCEMENT DATE

1. Once it has been established that the employee cannot be assigned to a different position and will become redundant based on the final placement plan, the immediate supervisor will inform the employee accordingly in a face-to-face meeting. An HR Business Partner will also attend that meeting.
2. The employee might be placed temporarily and his/her date of redundancy will then be deferred to enable the employee to round off the work associated with his/her own position (Cf. Article 2.4.(2)(d)).
3. At that meeting, an explanation will be given as to what criteria were used to come to the decision to designate the employee as permanently redundant.
4. The employer will confirm the notification of permanent redundancy in writing no later than one day after the meeting.
5. The date of permanent redundancy is the date on which the employee was declared permanently redundant in writing.

### ARTICLE 3.4 EXEMPTION FROM WORK

From the date of permanent redundancy, the employee will be exempt from performing the work associated with his/her usual position, unless the employee himself/herself requests to continue to work, there is sufficient suitable work and the employer approves that request.

## 4 FACILITIES PROVIDING GUIDANCE TO OTHER WORK

### ARTICLE 4.1 JOB SEARCH PERIOD AND TERMS OF EMPLOYMENT

1. The job search period for employees with an open-ended employment contract starts on the first day of the month following the date on which the employee's redundancy was confirmed in writing.
2.
  - a. Employees with a fixed-term contract, whose contracts are not renewed on account of the reorganisation are also eligible for a job search period, which commences on the first day of the month following the date on which that decision is confirmed in writing.
  - b. Articles 4.2, and 4.5 to 4.9 apply *mutatis mutandis* to the employees as meant in Article 4.2.(a).
3. The duration of the job search period depends on the sum of the employee's age and number of years of service.

Sum of the age and years of service	Job search period expressed in number of months
up to 50	4
50 to 69	5
70 or more	6

3. The notice period that must be observed by the employer counts towards the job search period.
4. In deviation from the above, the job search period will end before the period specified in Article 4.1(2) if:
  - a. the employee is reassigned to a new or suitable position;
  - b. the employment contract is terminated before its contractual end date.
5. The job search period will be deferred if the employer defers the redundancy date or the exemption date before the job search period starts.
6. The job search period will be suspended during the statutory period of pre-birth and post-birth leave.
7. During the job search period, the standard procedures for requesting leave and calling in sick will continue to apply.

### ARTICLE 4.2 TRANSITION PAYMENT

1. If the employee has not found a different position at the employer by the end of the job search period and his/her employment contract is terminated, he/she will receive a transition payment in accordance with the Balanced Labour Market Act (*Wet Arbeidsmarkt in Balans*, 'WAB'):
  - a. 1/3 of a month's salary for each full year of service from the first working day;
  - b. The transition payment for the remainder of the employment contract will be calculated using the following formula: (gross salary received for the remainder of the employment contract / gross monthly salary) x (1/3 gross month's salary /12).
2. Employees who have been employed for more than 10 years will also be eligible for a years-of-service payment of EUR 1000 for each year of service worked, starting from the 11<sup>th</sup> year of service.

3. If the job search period ends prematurely and at least one (1) month or more before the end of the applicable job search period on the employee's initiative on the grounds of Article 4.1.(4).(b), he/she will be entitled to compensation in the form of half (1/2) a month's salary.
4. The total payment will be capped at EUR 83,000 gross, or the applicable statutory ceiling, or an amount equivalent to a maximum of the gross annual salary if it exceeds EUR 83,000 gross.
5. The transition payment will be made taking into account the amounts that must be withheld for tax purposes and without additional costs for the employer. Training costs granted under this Social Plan will not be deducted from the transition payment.

#### ARTICLE 4.3 CAREER REORIENTATION AND OUTPLACEMENT

1. The employer has a best efforts obligation to assist employees who are declared redundant in finding a suitable position elsewhere by offering counselling provided by an outplacement/intermediary agency, or to guide those employees by offering career reorientation, in accordance with the provisions set out below.
2. The employee who wishes to be eligible for such outplacement counselling or career reorientation must inform the employer accordingly in writing no later than 15 business days after the employee has been declared redundant in writing. The employee's choice will be binding.
3. The formal career orientation or outplacement counselling will start after the employee has been granted an exemption from work. Preparations for reorientation or counselling may commence before the exemption date. If the employee is rounding off work, individual arrangements will be made regarding the time needed for the process.
4. The employer will pay a maximum of EUR 4,000, inclusive of VAT, towards the costs of the outplacement or career orientation process, provided that relevant invoices are submitted to the employer.
5. If the employee prefers to follow a training course instead of the standard career orientation process, that choice will also be binding and the employer will pay a maximum of EUR 5,000, inclusive of VAT, towards those costs, provided that relevant invoices are submitted to the employer.

#### ARTICLE 4.4 COURSES, RETRAINING AND ADDITIONAL TRAINING

1. If the employer is of the opinion that retraining or additional training is needed to fill a suitable position, the employer will provide for that training within the framework of the applicable training policy.
2. The supervisor in question, together with the HR business partner and the employee will develop an individual plan for employees who are eligible for such training under Article 4.4(1).
3. The retraining or additional training must be suitable and must be in line with what is customary and necessary to fill the position.
4. In accordance with the study costs plan, the employer will bear the costs and time spent on the training. These arrangements will also be recorded in writing.
5. Throughout the entire period of the reorganisation, the employer will offer training sessions and workshops that will help the employee to find a new job or to determine what that job should be, and they will tie in with the preparations that go hand in hand with career reorientation (where applicable). What types of training sessions exactly these will be, will be decided after the needs have been determined and they will be re-examined each year and recorded in the training plan that will be established with the Works Council's ('Ondernemingsraad') consent.



#### **ARTICLE 4.5 STUDY COSTS AND REPAYMENT PLAN**

- 1 During the period of the reorganisation, employees who have been declared redundant will be granted an exception to the repayment plan that is part of the study costs plan in the form of an exemption from the obligation to repay the study costs incurred in connection with the implementation of this Social Plan.
- 2 The employee who signs a settlement agreement in connection with this Social Plan or is dismissed on the basis of a dismissal permit granted by the UWV (Employee Insurance Administration Agency) is not bound by the repayment plan with regard to the study costs incurred in this connection.
- 3 Studies/training followed as part of this Social Plan that have been paid by the employer may be completed, and any payment obligations to external training institutions that cannot be cancelled will be paid by the employer.

#### **ARTICLE 4.6 PREFERENTIAL STATUS FOR INTERNAL JOB OPENINGS**

If a job opening becomes available within one (1) year after a redundant employee's employment contract has been terminated and that employee applies for the job, the redundant employee will be treated as an internal candidate.

#### **ARTICLE 4.7 CONTINUED PAY DURING JOB-APPLICATION LEAVE**

In so far as the redundant employee has not (or not yet) been granted an exemption from work, he/she will be granted paid leave to attend job interviews, provided that he/she submit a document evidencing the invite to the interview.

#### **ARTICLE 4.8 NON-STANDARD NOTICE PERIOD**

At the employee's request, the employer will waive the applicable notice period if the employee wishes to terminate the employment contract. The employer and the employee will determine the final date of the employment contract in mutual consultation.

#### **ARTICLE 4.9 JOB-TO-JOB GUIDANCE FOR EMPLOYEES WHOSE FIXED-TERM CONTRACTS ARE COMING TO AN END**

Free facilities organised by the employer that provide job-to-job guidance will also be available to employees whose fixed-term contracts will not be renewed as a consequence of the reorganisation.

## 5 END OF EMPLOYMENT

### ARTICLE 5.1 NO SUITABLE POSITION AT THE END OF THE JOB SEARCH PERIOD

1. If the employee does not have a suitable position by the end of the job search period, the employment contract will be terminated with effect from the end of the job search period.
2. Discussions between the employee and HR will be initiated in good time to record the terms of the termination of the employment relationship.
3. A settlement agreement can be drawn up and signed for the purposes of terminating the employment relationship properly.
4. The settlement agreement will contain arrangements regarding the termination of the employment relationship. The employer and the Labour Union will establish a settlement agreement template in advance.
5. If a redundant employee so wishes, or refuses to cooperate with the termination of the employment relationship by mutual consent despite multiple talks, the employer will submit an application to the UWV (Employee Insurance Administration Agency) requesting permission to terminate the employment contract.

### ARTICLE 5.2 OUTSTANDING LEAVE

1. Any and all leave that has not been taken by the start of an employee's provisional redundancy must be taken as much as possible from the moment that provisional redundancy is established until the end of the job search period, unless the employer explicitly requests not to take leave.
2. Statutory and extra-statutory leave accrued during the job search period will be deemed to have been taken at the end of the job search period in so far as the employee is exempt from work.

### ARTICLE 5.3 FINAL SETTLEMENT OF THE EMPLOYMENT CONTRACT

1. At the end of the employment relationship, the employee will be paid his/her accrued holiday allowance, pro-rated end-of-year pay and the transition payment described in Article 4.2, with due observance of the provisions of Article 4.3.
2. After the provisions of Article 5.2 have been applied, any outstanding leave not taken will be paid in accordance with the applicable regulations and without any additional costs for the employer.
3. If the employee would have been entitled to a work anniversary bonus within 12 months after the termination date, the employer will pay that bonus together with the final settlement.
4. If and when requested by the employee, Oxfam Novib will provide a reference and/or a testimonial.
5. After the employment relationship has ended, the employee must still observe his/her duty of confidentiality with regard to all matters relating to Oxfam Novib and its associates, in respect of which the confidential nature must be deemed to be known, unless the law sets aside that duty of confidentiality.

# 6 REVIEW AND OBJECTIONS

## ARTICLE 6.1 OBJECTIONS

1. The employee who is of the opinion that this Social Plan is being applied wrongly, or is being applied in a manner that is unacceptable based on the standards of reasonableness and fairness, can file an objection with the Objections Committee appointed for that purpose.
2. The written and substantiated objection must be filed within one (1) month after the employee has been informed in writing about the application of any element of this Social Plan, in accordance with the Individual Handling of Objections Scheme as included in Chapter 3(2)(3) of the CLA.

## ARTICLE 6.2 OBJECTIONS COMMITTEE

1. At the request of the employer or the employee, the Objections Committee can handle disputes about the implementation of facilities set out in this Social Plan.
2. The Objections Committee will also advise the employer about the application of the hardship clause.
3. The Objections Committee will be appointed only in connection with and for the duration of this Social Plan as specified in Article 1.3 and will be dissolved at the end of that period.
4. The Objections Committee will consist of three members. The Board of Directors will appoint one member, the Labour Union will appoint one member and both parties acting jointly will appoint a chair. The members of the Objections Committee may not be an employee or board member of the organisation.
5. The employer will conduct the Committee's secretariat.
6. Within one (1) month after the employee is informed in writing about the application of any part of this Social Plan, or a decision made in connection with this Social Plan, the employee can submit written and substantiated objections to the Objections Committee concerning:
  - a. the substance of a position assigned to him/her and the place of this position in the organisation;
  - b. the individual application of this Social Plan to the employee filing the objection.
7.
  - a. The oral hearing of the objection will take place within 4 weeks after the objection has been filed.
  - b. During the hearing, the employee who filed the objection and the employer will be heard in each other's presence and they may be assisted by a counsel.
  - c. The hearing will not be held in public, unless the Objections Committee decides otherwise after having heard the employee and the employer.
  - d. The deliberations of the Objections Committee will be held at a meeting attended by all members, which will not be open to the public.
8.
  - a. The employer and the employee must lend all cooperation to the Objections Committee and the Objections Committee will have access to all information its needs to be able to perform its work.
9.
  - a. The Objections Committee will issue a decision stating whether or not the objection filed by the employee is valid.
  - b. The decision, including its substantiation, will be sent to the employee and the employer at the same time by registered letter as soon as possible and in any case no later than 10 business days after the deliberations.
10.
  - a. The Objections Committee's decision is binding.

- b. If the objection is found to be valid, the employer must issue a new decision taking the Committee's decision into account, and notify the employee of its new decision in writing.
- 11. The objection submitted by the employee to the Objections Committee will be declared inadmissible if the objection is brought before the court before it is submitted to the Objections Committee.
- 12. If during the handling of the objection the employer and/or the employee brings the objection before the court, the Objections Committee will cease handling the objection.
- 13. The members on the Committee must observe their duty of confidentiality.
- 14. The members on the Committee will be paid an attendance fee of EUR 150 for each objection.

# 7 MOBILITY FACILITATION MEASURES

## ARTICLE 7.1 VOLUNTARY LEAVERS SCHEME

1. This scheme applies to ‘voluntary leavers’.
2. For the purposes of this scheme, a ‘voluntary leaver’ is an employee who has been declared redundant and is therefore eligible for a suitable position (Article 2.7), but chooses to leave the organisation voluntarily – without claiming the benefits and payments that this Social Plan provides for redundant employees – and consequently also waives his/her rights to placement, for the benefit of another employee who has also been declared redundant and is also eligible for the same suitable position based on Article 2.7.
3. This scheme will not apply until it has been made clear which employees will become redundant and what positions can be classified as ‘suitable’ for them within the meaning of this Social Plan.

## ARTICLE 7.2 REPAYMENT OBLIGATIONS

If an employee as meant in Article 7.1(2) has any repayment obligations under the study facilities scheme, parental leave scheme, relocation costs scheme, home computer scheme and/or or bicycle scheme, those obligations will be waived.

## ARTICLE 7.3 FACILITIES FOR A NEW POSITION

Articles 4.5, 4.7, 4.8 and 5.3.3 apply *mutatis mutandis* to employees as meant in Article 7.1(2).

## ARTICLE 7.4 SEVERANCE PAYMENT

1. An employee as meant in Article 7.1(2) who resigns in full will receive a one-time payment from the employer of a maximum of six (6) months’ gross salary, including holiday allowance and end-of-year pay. An employee who resigns in part will receive a pro-rata payment.
2. a. A member of staff who is 63 years of age or older either on or before 1 April 2021 and has accrued 10 years of service or more who resign from Oxfam voluntarily without claiming the benefits and payments that this Social Plan provides for redundant employees, will receive a one-time payment from the employer of a maximum of eight (8) months’ gross salary, including holiday allowance and end-of-year-pay.  
b. Articles 7.2 and 7.3 apply *mutatis mutandis* to members of staff as meant in Article 7.4(2a).
3. Any of the other facilities provided for in this Social Plan are not eligible.

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