

Negotiation result of Social Plan Productivity Programme Unilever Netherlands

Unilever and trade unions reached a negotiation result on the 17th of October 2024 regarding the Social Plan Productivity Programme Unilever Netherlands. The aim of this Social Plan support redundant employees 'from work to work'. Both Unilever and trade unions support the content of this negotiation result, which was agreed upon after constructive discussions and cooperation.

Unilever and the trade unions have agreed the following:

Duration

Unilever and the trade unions have been in discussion for some time regarding a continuous Social Plan. In this Social Plan we can provide long-term clarity and certainty about how employees will be supported from work to work in case of redundancy.

We understand that the current proposed organizational change around Productivity Programme and the IC separation is creating a lot of uncertainty among employees. This was and is the reason why we want to give clarity on a Social Plan as soon as possible. Despite previous agreements, it became clear that agreeing on an continuous Social Plan with a longer duration is difficult during at this time.

The duration of the Social Plan therefore runs from the decision date on Productivity Programme consultation until 31 December 2025. Unless otherwise indicated, the agreements in this agreement take effect from the date of the decision. No notice of termination is required.

Rights and obligations under - and during the duration of - this Social Plan remain in force even if the durations of this Social Plan has expired.

Redundancy period

A redundancy period of 6 months has been agreed upon.

Mirroring

The current Dismissal Regulation and the current UWV implementation rules determine the order of dismissal in case of dismissals for economic reasons. These regulations determine which employee is declared redundant. The reference date for mirroring is the date on which the dismissal order is determined, taking into account the dismissal regulation and the UWV implementation rules. For groups to which redundancy is applicable, the reference date is the date of the decision by Unilever.

Support for employees with a sponsored visa

Among the redundant employees there is a group of employees with a sponsored work visa by Unilever. For the guidance 'from work to work' we offer specific support:

- Outplacement by an outplacement agency experienced in guiding employees with a sponsored visa and a that has a global network;
- Active support on tapping into Unilever's external network;
- Individual support by the Unilever Global Mobility People Partner, possibly with individual referral to the IND;
- Individual support in moving 'from work to work' by the Unilever Talent Partner;
- Freedom to arrange work permit matters during working hours, as well as job application activities;
- Unilever offers the possibility to collectively participate in Dutch lessons to promote employability in the Dutch labour market. These lessons will be organized at fixed times and at a Unilever location. For setting up the classes, a minimum of 5 employees must be enrolled.

Redundant employees (with and without a sponsored visa) who have a concrete possibility to be redeployed in a job within Unilever abroad can discuss with the Unilever Global Mobility People Partner the terms and conditions under which this can take place.

Suitable position

The starting point of this Social Plan is moving 'from work to work', which requires the commitment of both employer and employees. The aim is always to redeploy as much as possible internally.

Based on the guideline below, Unilever will first assess whether a role is suitable for a redundant employee. When a suitable role has been identified for you, you will be informed.

As an employee you have the obligation to make every effort to apply for this suitable position(s) via OJP. This obligation applies for the first 3 months as from the start of the redundancy period. You are of course free to apply to other vacancies as well.

Both the employee and Unilever, after going through the application, have the opportunity to decide that the role is not sufficiently suitable. Both you as an employee and Unilever are expected to provide proper reasoning as to why after the job is not considered to be sufficiently suitable. In case of multiple redundant employees who, after application deemed suitable for the open position, Unilever decides who is the most suitable. Unilever applies transparent placement principles when assigning (suitable) positions.

If, despite the availability of a suitable role, you do not actively apply for internal reinstatement, there will be consequences for your termination compensation. We expect you to apply to at least one (suitable) position within the first 3 months after the start of your redundancy period. If you do not meet this requirement, your severance payment will be halved.

When is a role suitable?

A suitable role is a role that with regards to role content, (salary) level and working conditions is comparable or nearly equivalent to the role ceasing to exist, in which the following has been taken into account:

- No difference in salary grade;
- The content of the new role that is equivalent in terms of work and level of thinking compared to the old position or for which you can made suitable during the training period or, if necessary, after undergoing training. The basic principle here is that you have the basic knowledge required for the job. The additional training is seen as an addition to this;
- Previously held positions, previously acquired knowledge and experience;
- The educational level, the capacities as well as the competencies (skills) of the employee;
- The average commuting time. The norm is that this travel time does not exceed 90 minutes one way travel. The average travel time is measured based on the fastest route via the ANWB route planner. The average travel time is calculated on the working day on which redundancy is declared. Otherwise:
 - The employee's home address;
 - The latest version of the ANWB route planner;
 - Reference date is the first Tuesday after the decision, with a departure from home address at 8:00 and departure from work location at 17:30;
 - If outward journey and return journey have a different travel time, then travel time is outbound + return travel time divided by two, as being average (single) travel time.

When assessing whether the role is suitable, the assessment will not be made separately for each criterion, but all criteria will be considered together.

Chapter 3 Article 9 Demotion by Unilever of the CLA applies to a redundant employee that voluntarily accepts a role at a lower salary grade.

Place-maker scheme

A place-maker scheme promotes 'from work to work' possibilities for both redundant and non-redundant employees. A non-redundant employee may, under certain circumstances, 'make place' for a redundant employee.

The place-maker scheme will be opened after notice has been given to redundant employees and the first round of internal redeployment (recruitment process) has been explored and has not proven to be sufficiently successful. After the scheme opens, there is one month to issue a request to make place.

Unilever management will ultimately decide whether an employee is eligible to make place. A review of management's assessments may be conducted by the Social Support Committee (SSC). If the final decision deviates from the (positive) advice of the SSC, management must explain their decision in writing. Honouring the request shall be on the basis of suitability, in

accordance with the definition of the suitable role, of the redundant employee for the vacated position (the position that the place-makers leaves), whereby an employee cannot make place if the employee has essential skills, knowledge and/or experience for the organisation (or parts of the organisation).

The date the place-maker's employment contract ends will be determined in consultation with management.

The place-maker is entitled to 70% of their own severance payment, with a minimum of two monthly salaries (gross) and may make use of outplacement and financial advice. The other provisions of the Social Plan are not applicable to the place-maker.

Severance payment

The severance payment as mentioned in the Compass Social Plan and the HR Redundancy Guidelines continue to apply. This means that the severance payment will be calculated based on the new subdistrict court formula '*kantonrechtersformule*' with a correction factor of 1.3.

Outplacement

To support you 'from work to work', Unilever offers the possibility to use the services of an outplacement agency. The duration of your outplacement trajectory will be determined during your intake but will be no longer than 6 months. When relevant and in consultation with the outplacement agency, your line manager and HR Business Partner can decide that your outplacement can be extended with a maximum of 2x 3 months. It has to be clear that you would benefit from a longer duration. Unilever will reimburse the costs.

At the time of an organisational change, Unilever will determine the target group(s) and appoint 1 or more outplacement agencies to support the target group(s).

Training

To support you in the process 'from work to work' a budget of € 6,000, - excluding VAT is made available for training. To make use of the budget you have to consult with your People Partner on how the training improves your position on the labor market.

You can use the budget once you have received your formal notice of redundancy.

Financial Advice

Your redundancy and moving 'from work to work' may affect your finances. Unilever therefore provides a financial intake with a Unilever preferred supplier.

Legal Advice

Unilever will reimburse a maximum of € 750,- excluding VAT for legal fees, when the invoice is claimed before the end of employment. This only applies to employees who cannot make use of legal assistance from their insurance.

Application Leave

Until the formal exit date, the employee shall perform work. The employee shall, within reasonable limits and upon explicit prior approval of the line manager, be granted paid leave to attend the outplacement program and to perform job application activities. Unilever may request evidence from the employee of the relevant activities, such as requesting the invitation to a job interview, test or assessment.

Jubilee scheme

If the employee would have been entitled to a jubilee allowance, this benefit will be paid upon final settlement, in accordance with applicable tax provisions.

Garden leave

If the employee is released by Unilever from the obligation to perform work (e.g. from the moment the position has effectively ceased to exist), no deduction from leave, adv and/or compensation hours will be made for this purpose. If the employee takes leave during the period of garden leave, for example vacation or sick leave, the employee is expected to register this as such.

Priority employees with fixed-term contracts

Unilever gives priority to the redeployment of redundant employees who fall within the scope of this Social Plan. If there are still vacancies thereafter, Unilever will give priority to employees with fixed-term contracts over external applicants. Upon request, Unilever will also offer these employees with fixed-term contracts a testimonial and provide reference. Upon request, a contingent worker who has been working for Unilever for more than 26 consecutive weeks when leaving the organization due to one of the reorganizations referred to in the scope of this Social Plan shall receive a testimonial.

Competition clause

The non-competition clause expires at the end of employment.

Testimonial

As a redundant employee, you may receive, upon request, a testimonial stating that the exit is part of organizational changes and is not the result of personal performance.

Scope of application

This Social Plan applies exclusively to employees;

- Classified in WL1 and WL2
- With an employment contract for an indefinite period of time with Unilever;
- To the extent that the employee has been notified in writing withing the timing of the Social Plan declared redundant as a result of business economic reasons on the grounds of one of the requests for advice submitted to the CWC related to the Productivity Programme and the IC separation. Business economic reasons are reasons

that do not involve the person (urgent reason or disrupted working relationship) or the underperformance of the employee.

This Social Plan does not apply to employees:

- With a fixed-term employment contract
- To persons employed as temporary workers or seconded workers.

Social Support Committee (SSC)

The SSC consists of 4 members. 2 members represent the employer, appointed by Unilever, and 2 members represent the employees, appointed by the central works counsel in consultation with the trade unions.

The committee advises in individual cases regarding the implementation of the Social Plan. The committee handles any complaints submitted by employees regarding the application of the Social Plan or about cases submitted in the light of the hardship clause. You should always discuss concerns with the line manager and/or HR first. If this does not provide sufficient clarity or agreement, you may address the SCC.

Only requests submitted in writing to the SCC can be considered. The committee aims to provide a written recommendation within two weeks of receiving the request.

The advice of the SCC must be treated seriously by Unilever. If Unilever decides to deviate from the committee's advice, management will explain the decision in writing to the concerning employee.

Members of the SSC are obliged to keep all information that comes to their knowledge in practicing their duties confidential.

Hardship clause

If application of the Social Plan in an individual case would lead to an unfair situation, subject to review by the SCC, Unilever may decide to deviate from the Social Plan in a favourable way for the employee and make an individually appropriate arrangement. In that case it must be a clearly distressing situation or exceptional personal situation which means that full application of the Social Plan is not sufficient.

This may involve a situation in which a suitable role in hindsight (i.e. after placement) and after review by the SCC does not appear to be suitable and a request can be done to apply the Social Plan. Or the situation of an employee who depends on a sponsored visa from Unilever (or another employer) and has no prospect of redeployment (internally or externally). These are some examples of situations that may arise, but the hardship clause can also be invoked for other situations.

No rights can be derived from these individual agreements by other employees covered by the Social Plan.

Notification of negotiation result

The Social Plan will be registered with the Ministry of Social Affairs as a collective labor agreement (CLA).

Based on the agreements in this protocol text, the full and formal Social Plan Productivity Programme will be formulated.