VSO checklist

In the event of dismissal by settlement agreement (VSO) or termination agreement

What is a VSO?
A settlement agreement (VSO) or termination agreement is your employer's suggestion to end your employment contract if you both agree. Our checklist shows you what to look out for before you sign. You do not have to sign. But if you sign, you must follow to the agreements, and so must your employer, because a VSO is binding.

When should you not sign?
Are you under guardianship, do you receive debt counselling from the municipality, or are you in the Natural Persons Debt Restructuring Act (WSNP)? If so, then do not sign. Discuss the VSO with your (WSNP) administrator or debt counsellor first. Also do not sign yet if you or your partner has a residence permit. Please contact one of our legal experts first.

Ask for advice
It is sensible to seek legal advice about your VSO before you sign. If you have a low income, we can help you with free advice . You can also ask your trade union or legal expenses insurance for help. Or ask a lawyer. If you have to pay for the legal advice, ask if your employer will pay the costs. They do not have to do that.

What you need to look at with a VSO:

☐ **Are you ill?**
If you have been ill for less than 2 years, it is better not to sign the VSO. If you do, you will usually not receive benefits. Have you been ill for 2 years or more? If this is the case, please contact one of our legal experts.

☐ **Check your right to WW**
See if you've worked enough to get unemployment benefits (WW).

☐ **Employer's initiative**
The VSO must state that your employer has taken the initiative to end your employment. That means it was your employer's idea, not yours.

☐ **Neutral reason for dismissal**
The VSO must state the reason for your dismissal. The dismissal must not be your fault but must be 'neutral'. A neutral reason for dismissal is, for example, 'dismissal for business reasons' or 'difference of opinion'. If your employment is ending for another reason, do not sign the VSO and contact one of our legal experts.

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☐ **No urgent reason**
The VSO must state that there is 'no urgent reason' for dismissal. Does your employer have an urgent reason for the dismissal? If so, then do not sign. If you do, it looks like the dismissal is your fault. Please contact one of our legal experts.

☐ **If you have a fixed-term contract**
Do you have a fixed-term contract? Then check whether your contract is allowed to end before the agreed end date. This is called an early termination clause. If your contract does not state that your employer can end the contract early, do not sign and contact one of our legal experts.

☐ **Notice period**
The VSO must state the correct notice period, because you will only get unemployment benefits (WW) after the notice period. According to the law, the notice period for your employer is:

- 1 month if you have worked for your employer for less than 5 years
- 2 months if you have worked for your employer for 5 to 10 years
- 3 months if you have worked for your employer for 10 to 15 years
- 4 months if you have worked for your employer for 15 years or more

Your contract or Collective Labour Agreement (CAO) may contain other agreements. If you are not sure, please contact one of our legal experts.

❑ **Termination payment**
If you are given 'ordinary' dismissal, you have a right to a transition payment. With a VSO, you do not have that right. You should therefore agree with your employer that you will get compensation that at least equals the amount of the transition payment.

❑ **Exemption from work**
Agree with your employer that you will be ‘exempted from work, with full pay’. Then you no longer have to work, but you will still get paid. It does mean that you will often not be paid for your unused holiday days.

❑ **Non-compete and non-solicitation clauses**
If your employment contract includes anon-competeand/or non-solicitation clause, agree in the VSO that this is no longer valid.

❑ **Not paying back study costs**
Agree in the VSO that you do not have to pay back study costs.

❑ **Positive reference**
Agree in the VSO that your employer will give you a 'positive reference'. This is a letter that can help you when applying for jobs. The letter states how long you were employed by your employer and what kind of work you did, and that you did your job well. Agree on when your employer will give you the letter at the latest, for example, on the last day of your contract.

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❑ **Your pension**

- Agree in the settlement agreement (VSO) that your employer will follow the pension scheme in your contract or Collective Labour Agreement (CAO). Sometimes you can 'voluntarily continue' your pension. This means that you keep paying contributions to your pension fund, so that you keep building up pension. Contact your pension fund or a pension advisor about this.
- Check whether your pension fund will soon change to the new pension system. If that is the case, you might have the right to 'pension compensation'. But only if you are still employed when it changes. Agree in your settlement agreement that you will only leave employment after the change to the new pension system.

❑ **Lease car**

If you have a lease car, make arrangements about whether you will take over the car, and if so, on what conditions. Or make arrangements about when you will return the car.

❑ **Final bill**

Agree in the VSO that your employer will draw up a final payslip. This is an overview of all the amounts you will still receive, such as your final pay and holiday pay. Agree on when your employer will pay the final payslip at the latest, for example, on the last day of your contract.

❑ **Final settlement**

It is sensible to include a 'final settlement' in your VSO. This means that your employer can no longer demand anything from you after signing. But you can no longer demand anything from them either. Therefore, make sure that all your agreements are properly recorded in the settlement agreement.

❑ **Date of signature**

Make sure that the date on your signature is correct. This date may not be earlier than the day you actually sign.

❑ **Cooling-off period**

The VSO must state that you have a 14-day cooling-off period. If you have already signed the VSO but are having second thoughts, then you have 14 days to send your employer a registered letter explaining this. The VSO is then no longer valid.

If there is no cooling-off period in the VSO, you have a 21-day cooling-off period.

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