



# VHP2-Meeting: Reorganization ASML

May 21st, 2026



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# Agenda

Introduction

Content Negotiation result

Voluntary departure scheme, Voluntary replacement arrangement, Severance payment, etc

(Voting) Process

How and when to vote, consequences of approval- or rejection of the result, etc

Questions



# Introduction



# Considerations

- Give everyone (including ASML) max time to find a new job
  - Everyone stays employed until May 1, 2027
- Limit the impact for people with short tenure at ASML
  - Minimum 4 months severance payment
- Limit the impact of those that have to move abroad
  - Extra time (4 months max) to stay employed by ASML
  - Repatriation package, **also for fixed-term contracts**
- Limit the impact for elderly given that ASML wants to cap severance
  - Severance cap increase to 400k€ or 24 months if this is more
  - Include 13<sup>th</sup> month, vacation allowance and profit sharing / STI for those retiring
  - ASML will compensate for pension premium for those retiring
- ASML claims 'no negotiating room' for more than one month/year
  - Booking.com is excluding profit sharing
  - META had relatively young employees with low tenure

# Content result (1)

## Limiting forced redundancies

Thanks to your input, commitment, and involvement, ASML has indicated that it will be able to reduce the number of forced redundancies.

Also Important role Works Council: Advice maybe in June

**Tech/IT Transformation: No forced redundancies before May 1, 2027!**

# Content result (2)

## Replacement Arrangement (plaatsmakersregeling)

A replacement arrangement applies within the category of interchangeable positions. Apply within 10 working days after written notification that you are not redundant.

Conditions:

- The position must be mutually interchangeable with your current role;
- ASML must agree, unless there are compelling reasons not to. An appeal must be submitted to the advisory committee.
- The termination compensation based on the Social Plan will be set at 80%. There is no entitlement to any other compensation under the Social Plan.
- The non-compete and non-solicitation clauses will in principle remain in force. However, you may request an exemption from your HR manager, who will coordinate this with Legal & Compliance.
- The other provisions of the Social Plan do not apply to the replacement employee.

# Content result (3)

## Voluntary Departure Scheme

ASML will implement a voluntary departure scheme for TT and IT employees.

- The compensation will 100% of the severancepayment (article 8.2 social plan)
- No entitlement to the other provisions included in this Social Plan.

For TT and IT, specific criteria will be established for the application of the voluntary departure scheme.

We expect these criteria from ASML this week.

# Content result (4)

## Severance payment

- **One month's salary** for each completed year of service.
- **Minimum:** The termination compensation will always amount to at least four monthly salaries.
- **Additional Compensation**
  - From age 50: 1 monthly salary
  - From age 53: 2 monthly salaries
  - From age 56: 3 monthly salaries
  - From age 60: 4 monthly salaries
- **Maximum:** The maximum compensation you may receive is EUR 400.000, or a maximum of 24 monthly salaries if that amount exceeds EUR 400.000.
- **Maximum Compensation in Relation to State Pension (AOW)**

The termination compensation will never exceed the reasonably expected loss of income until the statutory retirement age (AOW age), unless the statutory transition payment is higher. "Loss of income" means the total of the monthly salaries multiplied by the number of full months until the date on which you reach the statutory retirement age (AOW age). If the compensation is capped and participation in the PME pension scheme is voluntarily continued, ASML will compensate the pension premium due.

# Content result (5)

## Post-Contractual Clauses

- After the termination date, you are bound by the post-contractual clauses, including the confidentiality clause, intellectual property provisions, and non-solicitation obligations (regarding confidential information).
- The non-compete and non-solicitation clauses will lapse, except for employees in “core engineering competencies,” sales, and sourcing positions
- With respect to companies classified as competitors. Employees may still obtain permission to join such companies, subject to the assessment of ASML (Legal & Compliance).
- Any agreed non-solicitation clause will lapse insofar as it relates to suppliers. For competitors and customers, employees may still obtain permission to join such organizations, subject to the assessment of ASML (Legal & Compliance). There is a possibility of review by the advisory committee.
- All clauses will be reduced from 12 to 9 months

# Content result (6)

## Signing Bonus

Employees who sign and return the settlement agreement within 10 working days, and who do not revoke it, will receive a signing bonus of:

- one gross base monthly salary;
- With a minimum of EUR 5,000 gross;
- And a maximum of EUR 10,000 gross.

# Content result (7)

## Offer of a Suitable Position

- ASML will only make an offer for a suitable position if, **following an application process**, the employee has actually been selected for that position. An employee may refuse such an offer without stating reasons. However, if an employee rejects a suitable offer for the second time, ASML may terminate the employment relationship without applying the Social Plan.
- It is important to note that employees are under no obligation to apply for positions within ASML!

# Content result (8)

## Repatriation Package for International Local Hires

If you hold a non-EU nationality and joined ASML as an International Local Hire you will, in addition to the elements of this Social Plan, also be entitled to the repatriation package attached as Appendix 5 to this Social Plan.

In addition, you can stay employed at ASML for a longer period in exchange for surrendering (part of) the severance payment. Conditions:

- The termination date may be extended by a maximum of four consecutive calendar months.
- If the original termination date falls after the first day of a calendar month, the four consecutive month period may be extended by the remaining days of that month.
- If you choose to remain employed longer, your termination compensation will be reduced by 1.2 times your monthly salary for each additional month.
- Extension is only possible insofar as the granted termination compensation is sufficient to cover it.
- During the extension period, you will be exempt from performing work duties.
- No accrue vacation days or ADV days during the exemption period.
- The months by which the employment is extended will not count toward the calculation of the termination compensation.

# Content result (9)

## Advisory Committee

For the implementation of the Social Plan, an Advisory Committee will be established. This committee consists of:

- Two members appointed by the trade unions
- Two members appointed by ASML
- An independent chairperson

# Process (1)

- Voting by members of unions: Start this week (14 days)
- Social plan final: The majority of members of at least one union vote in favor and this union signs the plan
- Social plan rejected: If the majority of members of all the 4 unions vote against the social plan. In that case: Actions are necessary!

# Process (2)

Positive Advice Maarten and Casper:

- We are quite certain this is the max
- The content of the plan is relatively good
- Risk/Consequences of rejecting:
  - Uncertainty for the coming weeks/months
  - Is there enough power to enforce a better deal?
  - Unions lose control of procedures (Advisory committee)

Negotiating teams of the other unions: Result is justifiable to present to members



Questions?

# Contact

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