

**CLA APG**

**January 1, 2023 – July 1, 2024**

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## Scope and Social Plan

### A. Scope

This CLA applies to you if you are classified in the scales I up to XIII, except when you are a holiday worker, trainee or apprentice under the Law Education and Vocational Training (Wet educatie en beroepsonderwijs, WEB).

The following exceptions furthermore apply if you are working in an Asset Management Front-Office position:

- If you are an employee in a Front-Office position at APG Asset Management N.V. in function groups XII or XIII, the salary scales mentioned in the CLA do not apply and separate Asset Management salary scales are of application that are aligned with the remuneration market asset management in the Netherlands.
- The RSP system (Article 3.2.3 of Chapter 3) applies to you as an employee of APG Asset Management N.V. for the salary growth up to the 110% level of the corresponding salary scale, also if the scale maximum applicable to the position or guaranteed salary applicable to you is higher. The growth percentages to be used are based on the corresponding salary scale.
- The AM Front-Office mainly consists of positions that are part of the Hay Group Asset Management Compensation Survey as to the remuneration of front-office asset management positions. These positions are mainly related to the field of

trading, portfolio management, risk management, fiduciary management, responsible investment & governance, client relations management and strategic portfolio advice, as well the direct managers of these positions.

### B. Social Plan

APG aims to prevent involuntary dismissal as much as possible by increasing the deployability of employees. The agreements made between APG and the trade unions are listed in the Social Plan (Appendix 7 to this CLA). APG informs the trade unions on an intention to reorganize by forwarding the request for advice to the Works Council to the trade unions.

## Chapter 1 - My employment

### 1.1 Written employment contract

In order to commence your employment, you conclude a written employment contract with APG. The employment contract includes the following information:

- i. Your personal data;
- ii. The usual location to perform your work (place of work);
- iii. The date of your employment;
- iv. Whether your contract will be full-time or part-time and your average working hours per week on an annual basis;
- v. The duration of your contract: temporary or permanent. In case of a temporary employment contract, the duration of the employment contract will be mentioned;
- vi. The probationary period, if any;
- vii. The position you are to fulfill, the corresponding function group in which you will be classified and the salary scale;
- viii. Your salary and corresponding RSP;
- ix. The pension scheme that applies to you;
- x. The number of holiday hours;
- xi. Possible special conditions that are applicable to you (such as a non-competition clause);
- xii. Your notice period and APG's notice period;
- xiii. The mention that the APG CLA and future amendments thereto are an integral part of the employment contract;

- xiv. The mention that all other company arrangements are applicable and that you are familiar with the contents thereof.

### 1.2 Probationary period

You will serve a two months' probationary period upon the commencement of your employment. Both you and APG are allowed to terminate the employment contract with immediate effect during the probationary period. The employment contract may include an arrangement for a shorter or no probationary period. No probationary period applies in case of an employment contract with a duration of six months or less.

### 1.3 Information on the CLA and other arrangements

Starting your employment, you will have access to the intranet for information on the APG CLA and the other applicable company arrangements.

Your manager provides you with the rules you must observe while performing your work. These are, for example, instructions on the working method and information about APG's regulations and rules of conduct. The regulations and APG Code of Conduct are included on the intranet of APG.

## Chapter 2 My work

### 2.1 FLEXIBLE WORKING

Flexible working means that you determine where, when and how you want to perform your work, as optimally as possible for you, your team and APG. You aim for a good balance between work and private life. The basic principles of own direction, responsibility and trust apply in this respect.

#### 2.1.1 Working wherever and whenever you want

In consultation with your team and your manager, you determine where and when you work. Upon your own initiative, which may also be in the evening or during weekends. You take into account the requirements of the business operations and the Working Hours Act.

#### 2.1.2 Working with a schedule

For some groups of positions or employers, the business operations require the working hours to be registered in a schedule. These groups will be determined in consultation with the Works Council.

For specific dedicated groups/positions the normal working hours are from 06:30 AM to 22:00 PM or 7 times 24 hours. This is relevant, for example, for granting special allowances such as mentioned in Article 3.5 of this CLA.

A schedule applies to on-call employees, depending on the demand for work. The manager determines the schedule on a weekly basis for the subsequent week. Appendix 6 to this CLA contains specific agreements for on-call employees.

### 2.2 WORKING FROM HOME

Working from home is an important part of flexible working. APG offers the possibilities below in order to facilitate proper working from home.

#### 2.2.1 Home office budget

You will receive a budget of maximum € 850, including VAT, once every 5 years to purchase an ergonomically responsible desk, desk chair and/or effective artificial lighting. You claim the costs from APG. Only items referred to in Chapter 22.1.9 of the Manual Payroll Tax 2022 can be claimed. You can also opt for a standard set composed by APG. You order this standard set directly at the supplier and claim the amount from APG.

#### 2.2.2 Workstation assessment

You can apply for a workstation assessment, free of charge. You then receive advice on how to design your home office in an ergonomically responsible manner.

#### 2.2.3 Internet compensation

Starting January 1, 2022 you receive an internet compensation of € 30 net per month. This is a fixed compensation for the internet expenses for all employees, regardless of the part-time factor, location or the exact number of days working from home. The basic principle is that you work at least 1 day per week from home as a general rule.

## 2.3 WORKING TIME

### 2.3.1 Working time per week

The working time of full-time employment can be 36, 38 or 40 hours per week on average on an annual basis. APG determines the scope of your full-time employment. This is included in your employment contract. Is your position classified in salary scale XII or higher? The scope of your full-time employment will be 40 hours per week on average on an annual basis.

### 2.3.2 Other working time

Would you like to work more or less hours? Discuss this with your manager. The Law on flexible working applies. Your request to alter the working time will be approved in principle by APG, unless this cannot be expected of APG based on a compelling business interest.

If you request to work more hours, this can be denied because, among other things, you want to work more hours than the full-time working time applicable to you or because there is insufficient work, vacancy information or budget.

If you and your manager agree upon a different working time, you will be paid for the working time agreed upon and you are entitled to a proportional part of the conditions related to the working time, unless agreed otherwise in this CLA. A maximum of 40 hours per week applies.

### 2.3.3 Overtime

Overtime is work performed by order of your manager outside your weekly working time and only applies insofar these hours cannot be compensated on a weekly basis. Do you belong to the dedicated group of employees working with a schedule? If you work outside the schedule applicable to you by order of your manager, this is considered overtime.

Your manager can require you to work overtime should this be necessary. APG has to observe the statutory regulations, the provisions of this CLA and the principles of reasonableness when you are ordered to work overtime. APG tries to minimize overtime as much as possible.

Work needed to finish your regular activities and not exceeding the duration of approximately half an hour, is not considered overtime.

If you are classified in scales I up to IX, you are entitled to an allowance for overtime. More information on this topic is included in Article 3.5.3 of this CLA.

## Chapter 3 My salary and pension

### 3.1 POSITIONS AND FUNCTION GROUPS

#### 3.1.1 Position

Every position at APG is classified in a function group and all of these function groups are linked to a salary scale.

Your employment contract contains the position you fulfill, the function group and the salary scale in which you are classified.

#### 3.1.2 Job rating

APG applies the Hay method for the job description, the classification and the rating for the scales I up to XIII. This method aims to determine the results that must be achieved in a position and what is needed in order to accomplish this.

The content of the position determines the weighting of the function. The Hay method works on a points system. The number of points is the decisive factor for the classification in a function group.

For positions with a clear growth path, a description can be made in the form of a function family. A function family is a consecutive series of positions that are not substantially different in terms of tasks, but to which an increased level of complexity and/or more powers apply, meaning the level of knowledge and expertise required for the position also increases.

Your manager, in consultation with you, will prepare a new job description for new and altered positions. The classification commission then assigns a function level. This classification commission consists of the director HR and a manager. Your manager informs you on the classification of your position.

### 3.2 SALARY SCALES AND YOUR CLASSIFICATION

#### 3.2.1 Salary scales

There are 13 salary scales (see Appendix 1). Every scale has a minimum, a maximum and an additional (maximum) level. The minimum of the scale is the minimum entry level. The maximum of the scale is 100 RSP. The maximum additional level for every scale is 110 RSP.

The amounts stated in Appendix 1 are fixed annual salaries, including the separately paid holiday allowance (8%) and year-end bonus (8.33%). You receive your salary in 12 months, the 8% holiday allowance in May and the 8.33% year-end bonus in December.

Starting January 1, 2023 the salary scales and salaries will be increased by 5% and as of January 1, 2024 by 3.75%.

#### 3.2.2 Your classification and salary

You receive the salary linked to your position and the salary scale. The position of your salary in the scale is expressed by the term Relative Salary Position (RSP). The RSP indicates what part of the scale maximum (100 RSP) your salary is.

### 3.2.3. Salary growth

If you have not yet reached the maximum of your scale (100 RSP), your salary increases every year on January 1 by fixed steps until maximum 100 RSP, as stated in the table below:

RSP	<80	80.00 up to 85.49	85.50 up to 89.49	89.50 to 100
Salary increase (in percentage points of RSP 100)	7.0	5.0	3.0	2.0

NOTE: an RSP is expressed in a percentage with 2 decimal places. Examples:

- An RSP of 91 increases by 2 percentage points in accordance with the table. The new RSP is 93.
- In case of an RSP of 99, the fixed step of 2 percentage points results in an RSP of 100. This because the maximum RSP to be reached with the fixed steps is 100.

Managers have the discretionary power to positively deviate from the fixed salary steps. If you show an exceptional performance for a longer period of time, your manager may award you with a higher RSP increase and/or let the RSP rise above 100 RSP up to a maximum of 110 RSP. This discretionary increase will be related to an exceptional performance, visible to your environment.

You will not be entitled to a salary increase if your employment started on or after July 1 of the year concerned.

## 3.3 MOVE TO A HIGHER OR LOWER SCALE

### 3.3.1 To a higher scale

If you are being promoted or your position is revalued in a higher function group, you can move to a higher salary scale.

You are being promoted when you are appointed in a higher function group and classified in a higher salary scale.

In case of a promotion and position revaluation, your gross salary is increased by 4% or by a lower percentage if that increase would lead to you reaching the scale maximum (100 RSP). If your salary ends up below the minimum of the scale following the increase, you will receive the scale minimum.

In case of a promotion, it is possible to only award the final scale classification once you fulfill the position in full.

### 3.3.2 To a lower scale

- a. Both the employer and you can take the initiative to discuss the possibility of a position in a lower scale. This possibility is discussed within the framework of the personal development plan as part of the HR cycle. Condition is that both you and the employer are of opinion that a lower classified position will improve the future deployability. The position is usually classified one group lower compared to your current function group.

b. The employer can take the initiative to classification in a lower scale in case of a demotion as a result of dysfunctioning, in case of a position revaluation or in case of organizational changes (reorganization).

c. Classification rules

You are classified horizontally in the lower salary scale, but not higher than the maximum salary of the lower salary group. Any differences between this salary and the old salary (scale salary, possibly including the PT), will be awarded as a supplement on the new salary which will count towards the pension accrual.

i. In case of a lower classification as a result of position revaluation, the supplement will not be increased by general salary increases. The supplement is frozen and increases of the scale salary will be deducted from the supplement.

ii. In case of a lower classification as a result of dysfunctioning or as a result of a reorganization, the supplement will not be increased by general salary increases and phased out in four years' time.

Year 1: 100%

Year 2: 75%

Year 3: 50%

Year 4: 25%

As of Year 5: 0%

d. If you want to work in a position in a lower scale upon your own request, you will be classified - provided a position is available -

in the lower scale with corresponding salary starting the date you are working in the lower classified position.

e. Classification rules

You are classified horizontally in the lower salary scale, but not higher than the maximum salary (RSP 100%) of the lower salary group.

f. If, due to a demotion, an employee is placed in a lower scale in which he or she has worked before and the RSP has been above 100 in the past, the employee will be classified at the latest RSP of that scale with a maximum of RSP 110.

### 3.4 FIXED SUPPLEMENTS, BENEFITS AND DEDUCTIONS

#### 3.4.1 Holiday allowance

Every year in May you receive a holiday allowance of 8% of the gross annual salary plus your regular supplements/allowances applicable to you on May 1.

The holiday allowance is calculated on the period June 1 up to May 31. The allowance is paid on the previous period. If you were employed for a part of this period, you receive a proportional part of the holiday allowance.

#### 3.4.2 Year-end bonus

Every year in December you receive a year-end bonus of 8.33% of the factual received gross salary in that year plus your PT.

The year-end bonus is calculated on one calendar year. If you were employed for a part of the calendar year, you receive a proportional part of the year-end bonus.

#### **3.4.3 Vitality contribution**

You receive a monthly vitality contribution of 0.8% of your paid salary plus your PT.

#### **3.4.4 One-off payment**

If you are employed by APG on October 1, 2022, you receive a one-off payment of € 1,000 net (regardless of your part-time factor). Payment takes place in November 2022.

#### **3.4.5 Half of WGA premium (WGA=Act on Resumption of Work for Partially Disabled)**

According to the Law on Work and Income in accordance with Capacity for Work (WIA), APG has to pay UWV (Employee Insurance Administration Agency) a basic and differentiated premium. You pay half of the differentiated premium yourself. APG deducts this amount from your net salary.

### **3.5 SPECIAL SUPPLEMENTS AND ALLOWANCES**

#### **3.5.1 Temporary labor market-related supplement**

In case of scarcity on the labor market, APG may award a temporary labor market-related supplement to certain (groups of) positions. Such supplement is a percentage of your monthly salary.

If you receive a temporary labor market-related supplement, it will be paid for the period of one year. Following that period, the supplement can again be awarded for one year.

When you receive such temporary labor market-related supplement, it will also apply during holidays or illness.

#### **3.5.2 Substitution bonus**

If you temporarily fill a position in full that is classified higher than your own position, your own salary scale continues to apply.

If the temporary substitution lasted at least 22 consecutive working days, you will receive a temporary supplement. The amount of the supplement equals the difference between your salary and the salary you would receive if you were to be promoted to the substituted position.

#### **3.5.3 Overtime allowance**

Your manager may ask or order you - in the context of the company's interest - to work overtime. More information on overtime can be found in Article 2.3.3.

If your position is classified in one of the scales I up to IX, you will be paid an overtime allowance. The allowance is not paid if you work less than half an hour of overtime.

The overtime allowance applies to every hour worked and is a percentage of your hourly salary plus PT. The percentage depends on

the day and the time of work and whether or not you work according to a schedule. The applicable percentages can be found in the table below:

	SUN	MON	TUE	WED	THU	FRI	SAT
<b>Your working hours</b>							
<b>00:00 - 06:30</b>	100	50	50	50	50	50	100
<b>06:30 - 20:00/22:00</b>	100	25	25	25	25	25	50
<b>20:00/22:00 - 24:00</b>	100	50	50	50	50	50	100

- A public holiday shall be deemed a Sunday
- Depending on your schedule, the usual working hours are from 06:30 to 20:00 o'clock or to 22:00 o'clock

### 3.5.4 Incidental work during unusual hours / in (incidental) irregular shifts

Unusual hours are the hours outside the timeframe 06:30 to 20:00 o'clock. This timeframe is 06:30 to 22:00 o'clock for specifically dedicated groups. Unusual hours are hours that are physically and/or mentally more burdensome for the performance of the work and/or that are socially burdensome or less pleasant according to general criteria.

Do you work, other than in the form of overtime, incidentally outside the timeframe of 06:30 to 20:00 o'clock from Monday up to Friday according to your schedule because the nature of the work conflicts with working inside these times? In that case, you are entitled to an irregular work bonus. This only applies if it does not involve overtime (anti-cumulation clause) and you work incidentally during unusual times.

The irregular work bonus applies to every hour worked and is a percentage of your hourly salary (plus PT), with a maximum of the maximum salary of salary scale V (see Appendix 1 to this CLA). The percentage depends on the day and the time of work. The applicable percentages can be found in the table below:

	SUN	MON	TUE	WED	THU	FRI	SAT
<b>Your working hours</b>							
<b>00:00 - 06:30</b>	70	45	45	45	45	45	45
<b>06:30 - 20:00/22:00</b>	70	0	0	0	0	0	45
<b>20:00/22:00 - 24:00</b>	70	20	20	20	20	20	45

- A public holiday shall be deemed a Sunday
- Depending on your schedule, the usual working hours are from 06:30 to 20:00 o'clock or to 22:00 o'clock.

You only receive the allowance if the work has started prior to 05:30 o'clock and has ended after 21:00/23:00 o'clock.

The allowance will only be paid on the hours you have actually worked. This means the allowance will not be paid if you are on leave or are sick.

### 3.5.5 Shift work

Some positions require continuous shift work. To those positions, a working time of 7 times 24 hours per week applies.

Do you work from Monday to Friday according to a schedule in shifts and in alternating shifts outside the usual working hours during at least 1 year? In that case, you are entitled to a shift bonus.

The shift bonus applies to every hour worked and is a percentage of your hourly salary (plus PT), with a maximum of the maximum salary of salary scale V (see Appendix 1 to this CLA). The percentage depends on the day and the time of work. The applicable percentages can be found in the table below:

		SUN	MON	TUE	WED	THU	FRI	SAT
<b>Your working hours</b>								
<b>00:00 - 06:30</b>		75	50	50	50	50	50	50
<b>06:30 - 20:00/22:00</b>	-	75	5	5	5	5	5	50
<b>20:00/22:00 - 24:00</b>	-	75	50	50	50	50	50	50

- A public holiday shall be deemed a Sunday

You accrue holiday allowance on the shift bonus. The bonus is also added in case of leave, illness or during work resumption.

### 3.5.6 Consignation (stand-by duty)

Do you belong to the group of employees working according to a schedule and do you need to be available by order of your manager outside the applicable schedule to work if needed? That is called consignation. You are only eligible for consignation compensation if

your manager has appointed you for consignation based on your position.

The hourly compensation for consignation as of January 1, 2023 is as follows:

- Monday to Friday: € 2.47
- Sundays and public holidays: € 3.77

The hourly compensation for consignation as of January 1, 2024 is as follows:

- Monday to Friday: € 2.56
- Sundays and public holidays: € 3.91

Do you actually need to work in response to a call? In that case, you receive an allowance on the hours worked:

- If you are classified in scales I to IX, an overtime allowance as described in Article 3.5.3; or
- If you are classified in scales X to XIII, an irregular work bonus as described in Article 3.5.4.

The consignation compensation will not be paid on the hours worked.

The intention is for the time worked to be compensated in such a way that you end up at the average working hours per week applicable to you on an annual basis.

### 3.5.7 Anniversary gratification

Have you been employed by APG or one of APG's legal predecessors for 25 or 40 years? In that case you receive an anniversary gratification. This gratification amounts to one gross monthly income, plus holiday allowance and year-end bonus. This involves your monthly income on the date of your anniversary.

Have you started working part-time instead of full-time or vice versa within a period of five years prior to your anniversary date? In that case, APG will determine the anniversary gratification proportionally. The gratification will then be calculated based on the time you worked part-time or full-time during your employment at APG.

If you would be entitled to an anniversary gratification within 12 months following the termination of your employment based on work disability or retirement, you will be paid this gratification when you leave the company in compliance with the applicable statutory provisions.

### 3.5.8 Death benefit

When you die, your surviving relatives receive your salary up to the date of death and a death benefit will be paid. The death benefit amounts to 3 times the monthly income plus holiday allowance and year-end bonus. Any death benefits your surviving relatives are entitled to based on a statutory insurance will be deducted from this amount.

Your surviving relatives are:

- (i) The last surviving partner with whom you permanently cohabitated, or, if such person does not exist;
- (ii) The minor children with whom you had a family relationship, or, if such children do not exist;

- (iii) The person(s) with whom you lived as a family and for whom you largely provided in the costs of living.

### 3.6 PENSION

If you have not been a member of pension fund ABP before July 1, 2023, you will participate in the pension scheme executed by the Personeelspensioenfond APG Groep (PPF, personnel pension fund APG Group). The content of the pension scheme is determined by the CLA parties. The characteristics below apply to the pension scheme and these are further elaborated in the current pension scheme of PPF.

- a) Your pensionable age is 67.
- b) Accrual takes place according to the average pay system.
- c) The franchise amounts to € 16,322 (January 2023, for the entire year).
- d) The accrual percentage for the retirement pension is 1.738% of the pensionable pay.
- e) You do not accrue pension on the income exceeding € 128,810 (level 2023). This threshold will be indexed annually.
- f) The employer's contribution to the premium is 2/3 of the total premium, your contribution is 1/3.
- g) Based on the currently applicable implementation agreement, the maximum premium is 29.5% calculated on the pensionable pay.
- h) A conditional indexation for active participants, based on an increase in wages in conformity with the CLA of APG or the consumer price index should the latter result in a higher outcome. For non-active participants, the consumer price index is the basis for the indexation.

### Work disability

- i) In the event of work disability, your pension accrual is continued (free of premium). The work disability pension equals 5% at a level of work disability of 80% or more within the meaning of the IVA (Fully Occupationally Disabled Persons), respectively 10% at a level of work disability of 80% or more within the meaning of the WGA (Act on Resumption of Work for Partially Disabled) of the last determined pensionable salary at the time of work disability up to the maximum annual salary on which the premiums are calculated according to the WIA (Law on Work and Income in accordance with Capacity for Work), taking into account the part-time percentage.
- j) If your salary is higher than the maximum annual salary as described above, you are entitled to an additional work disability pension. This additional work disability pension, in case of full work disability, is 80% of the difference between the pensionable salary and the maximum annual salary.

### Survivor's pension

- k) The coverage of the partner pension is depending on the moment in time:
  - To the employment up to January 1, 2015, a risk coverage applies. The determination of the amount of the coverage took place once with calculation date December 31, 2014. The risk part of the past follows the granting of supplements for participants starting that date.
  - For the employment between January 1, 2015 and January 1, 2021, the partner pension consists of a funded partner pension. This funded pension follows the regular conditional indexation.

- To the employment between January 1, 2021 and July 1, 2021, a funded partner pension applies with a coverage of 1.3125% of the pensionable pay 2021. This funded pension follows the regular conditional indexation as of July 1, 2021.
  - Starting July 1, 2021, the pension scheme has a partner pension on risk coverage. For active participants, the employment as of July 1, 2021 up to the time of death is insured based on average pay with a coverage of 1.3125% of the pensionable pay in the year concerned.
  - Starting July 1, 2021, a risk coverage for active participants applies to the period of the time of death until the pension date of 1.3125% of the last pensionable pay.
- l) The orphan's pension for the child of the former participant or of the pensioner is 14% of the retirement pension accrued between January 1, 2013 up to July 1, 2021. The orphan's pension for the child of the participant who dies, is 20% of the partner pension.

## Chapter 4 My development

Our environment is constantly changing. Changes, learning and developing therefore are a fixed part of your daily work and life. Working is learning, and learning is working. Your personal and professional development take priority at APG.

### 4.1 DEVELOPMENT

#### 4.1.1 Your development

Working on your personal and professional development ensures you to keep up with the changes and demands set by the work. When doing so, you contribute to your sustainable deployment. More on sustainable deployment can be read in Section 4.2.

#### 4.1.2 HR cycle

Continuous development and an ongoing dialog are key in the HR cycle. You and your manager will enter into a dialog about your development and performance, the realization of your ambitions and your contribution to APG's strategy.

In addition, you work on your growth by having conversations with colleagues and with your manager. Your manager has a coaching role. Concrete agreements will be recorded free-format.

In practice, the HR cycle means at least the following:

- You will have a development conversation with your manager at least 2 times per year. This conversation is about your development

in the longer term and your job satisfaction. You can use, among other things, the 360 degrees feedforward you retrieve from your colleagues for this purpose.

- In addition you will have, as often as you agree upon together, short cyclical conversations with your manager. These conversations are about your performance and the way in which APG supports you. In these conversations you will look back and forward. You also discuss how you work on your development in the shorter term and topics such as vitality and work pressure will be addressed.
- Managers talk about the development and performance of their employees during development round tables and determine interventions in the field of talent development, succession planning, job promotions and possible discretionary increases. These development round tables take place at least twice per year.

#### 4.1.3 Study or training

Are you going to take on a study or training in consultation with your manager in the interest of your development? In that case, the following applies:

- i. Determine when and how you study (in your own time or during working hours) and discuss this with your manager and your team;
- ii. If you take a training that is deemed necessary for your position or if that training is mandatory based on the Law or this CLA, study time will be considered working time;
- iii. Are there multiple training opportunities? You determine, together with your manager, what training you will be taking

based on a comparison between the quality and the costs of the different training opportunities;

- iv. The following costs will be compensated in all reasonableness:
- a. The costs of registration according to the rate related to a normal study period;
  - b. The course fees;
  - c. The costs of the exam or intermediary exam and 1 re-exam;
  - d. The costs of the study materials required to purchase;
  - e. The extra travel and accommodation costs incurred in relation to the study/training based on the declaration policy applicable within APG.

Are these costs exceeding € 10,000? In that case, Article 4.1.4 applies.

- v. In principle, the costs of only 1 training at a time will be compensated;
- vi. Only the costs of a training or study you take during your employment can be compensated. Do you enter into service or terminate your employment while taking a study? Only the part of the study you take during your employment at APG will be compensated.

#### 4.1.4 Study agreement

Are the total costs of a training or study you take upon your own initiative exceeding € 10,000? In that case, your manager can take the initiative to first conclude a study agreement. The total costs of taking a

training or study include the course fees, travel costs, textbooks and accommodation costs related to the training.

The study agreement in any event indicates when and under which conditions you have to (partially) repay the study costs.

You are required to partially repay the study costs if:

- a) You leave APG at your own initiative within 3 years after completing the study;
- b) APG takes the initiative to terminate your employment contract within 3 years and this termination is largely attributable to you;
- c) You do not complete the study within the time agreed upon;
- d) You interrupt or (prematurely) terminate the study due to a reason attributable to you.

The amount to be repaid is depending on when the employment contract ends. If the employment contract ends:

- During the training or within a year following the termination of the training: the compensation paid to you exceeding the amount of € 10,000;
- Between 1 and 2 years following the termination of the training: 2/3 part of the compensation paid exceeding the amount of € 10,000;
- Between 2 and 3 years following the termination of the training: 1/3 part of the compensation paid exceeding the amount of € 10,000.

APG can arrange a repayment scheme with you should it be problematic to repay the entire amount in one instalment.

#### 4.1.5 Learning route of The Making of You

In order to support your personal development, you can follow the Learning route of APG.

Once you have completed the Learning route, you can:

- Seek 2 hours of advice from Future Coaches;
- Follow the workshops offered by the Future Center that are aligned with your individual needs after completing the Learning route (such as a workshop networking or entrepreneurship);
- Take unlimited e-learning trainings offered through the APG learning platform.

#### 4.1.6 References

If you apply for a job and/or found another job at a different employer, APG, upon your request, will provide a reference containing the competences you gained during your employment at APG.

## 4.2 SUSTAINABLE DEPLOYMENT

It is important to APG that you are able to perform your work with pleasure and in an optimal health, both now and in the future. A proper balance between your capacities, health and requirements of your work contributes to your well-being. This is important for both you and APG.

Your development is an important part of sustainable deployment, but it is broader than that. Sustainable deployment also entails your vitality for instance. More on that topic can be found in Chapter 6 My vitality.

#### 4.2.1 Creating sustainable deployment

Both APG and you are committed to your sustainable deployment. That benefits all of us.

##### A. The contribution of APG

APG does this by making sure all kinds of initiatives, programs and facilities are provided in which you are able to participate in order to increase your sustainable deployment.

For example, APG offers you the possibility to have your health and your working ability checked regularly. Working ability is about whether you are physically and mentally able to perform your work. The information obtained from this check can be used to improve your sustainable deployment in a timely manner.

More initiatives and facilities can be found in Chapter 6 My vitality and on InSite.

##### B. The contribution of your manager

Your manager is committed to your sustainable deployment by entering into a conversation with you on this topic. APG expects your manager to:

- Ensure a careful and healthy balance between your workload and loadability;
- Always keep you informed on developments inside and outside the company that are of interest to your future, so you can consider these in your personal and professional development;
- Stimulate you to growth and maximum utilization of your possibilities;

- Create the preconditions to make development and growth possible.

### **C. Your contribution (and responsibility)**

You work on your sustainable deployment by utilizing the possibilities APG has to offer. Ultimately, you are the one responsible for your own development and the sustainable nature of your deployment.

## Chapter 5 My holidays and leave

Your vitality and health are important. Holidays contribute to your well-being. Besides that, you sometimes need some extra free time for pleasant or less pleasant events in your personal life.

### 5.1. HOLIDAYS

#### 5.1.1 Entitlement to holidays

You are entitled to 4x your agreed upon weekly working time in statutory paid holiday hours per calendar year. In addition, you are entitled to 1x your agreed upon weekly working time in non-statutory paid holiday hours per calendar year.

The holiday hours will be allocated proportionally upon commencement or termination of your employment during the calendar year.

Your holiday hours are registered in My InSite. Here you can find your statutory, non-statutory and possibly purchased holiday hours. The value of the non-statutory leave can be deposited into the choice possibilities in employment conditions applicable at that time.

#### 5.1.2 Taking holidays

You discuss with your manager when you will be taking your holiday hours. Holiday hours are taken as much as possible during the year in which you receive these holiday hours. At least 1x per year you take holidays consisting of 2 consecutive working weeks.

If you did not take your holiday hours prior to July 1 of the calendar year following the year in which you received the holiday hours or have not yet scheduled these holiday hours in consultation with your manager, APG will determine unilaterally when you are required to take the holiday hours.

Do you work according to a schedule? In that case, the number of hours you should have been working that day according to your schedule will be deducted from the holiday balance for every day of leave.

#### 5.1.3 Holidays and sickness

Are you incapacitated for work? The legal provisions on holiday hours will apply.

Do you fall ill during your holidays? You do not have to take holiday hours if:

- You immediately call in sick with your manager during your holidays; and
- You are able to show a medical statement after your holidays showing the nature and duration of your sickness; and
- The company doctor considers that you were incapacitated for work during your period of sickness during your holidays.

#### 5.1.4 Expiry and limitation of holiday hours

The goal of leave is for you to relax. That is why APG expects you to take both the statutory and non-statutory holiday hours as much as possible during the year in which you receive the holiday hours.

*Are you not taking the holiday hours in the same year?*

Your non-taken statutory holiday hours expire 12 months after the last day of the calendar year in which you received or purchased the holiday hours. This is an extension of the legal expiry period.

Your non-taken non-statutory holiday hours shall be barred 5 years after the last day of the calendar year in which you received or purchased the holiday hours.

As indicated in Article 5.1.2 of this CLA, APG is allowed (after the expiry of the legal expiry period) to unilaterally determine your holiday hours to make sure you take enough rest.

## 5.2. PUBLIC HOLIDAYS

Public holidays are considered a day off without loss of salary. The public holidays are:

- New Year's Day
- Good Friday
- Easter Monday
- King's Day
- Ascension Day
- Whit Monday
- Christmas Day and Boxing Day

Good Friday is a diversity day. You may choose to exchange Good Friday for another religious holiday of your choice.

If a public holiday falls on a day you do not work by default, it will not be compensated.

## 5.3 LEAVE

### 5.3.1 Special leave

You are entitled to special leave without loss of salary in the following events. Keep in mind that your manager still has to approve your request for leave. Your leave must be registered in InSite.

Event	Duration
<ul style="list-style-type: none"><li>Your own marriage / partner registration</li><li>Your deposition for marriage</li></ul>	4 days 1 day
<ul style="list-style-type: none"><li>To attend the marriage / partner registration of your parent, parent-in-law, stepparents or foster parents, brother, sister, brother-in-law, sister-in-law, (grand)child, stepchild or foster child</li><li>For your own 25th, 40st, 50st and 60st wedding anniversary For the 25th, 40st, 50st and 60st wedding anniversary of your parents, parents-in-law, stepparents or foster parents</li></ul>	1 day 1 day
<ul style="list-style-type: none"><li>In the event of death of your husband/wife, registered partner or person with whom you cohabit without being married (cohabitation contract)</li><li>In the event of death of your blood relatives and relatives:<ul style="list-style-type: none"><li>i. In the first degree (days to be taken as of the day of death up to the day of attending the funeral/cremation)</li><li>ii. In the second degree (days to be taken as of the day of death up to the day of attending the funeral/cremation)</li><li>iii. In the third and fourth degree (to attend the funeral/cremation)</li></ul></li></ul>	As of the day of death up to the day of the funeral/cremation 4 days 2 days 1 day
<ul style="list-style-type: none"><li>To attend your own 25th, 40st or 50st employment anniversary or the 25th, 40st or 50st employment anniversary of your husband/wife, registered partner or the person with whom you cohabit without being married (cohabitation contract)</li><li>To attend the 25th, 40st or 50st employment anniversary of your parents, parents-in-law, stepparents and foster parents</li></ul>	1 day 1 day
<ul style="list-style-type: none"><li>In the event of a move when being transferred to a different work location and with you having own household</li><li>In the event of a move when being transferred to a different work location and without you having own household</li></ul>	max. 4 days max. 2 days

**Event****Duration**

• To executives of trade unions who have concluded this CLA insofar this is not in conflict with the business interest and following a written request from the trade union applies:	
i. To attend meetings if you are a member of managing colleges or are a delegate of a component of that trade union and/or the central organization	max. 26 days per year
ii. To attend formation meetings or training sessions organized by or on behalf of the trade union	max. 3 days per year
• Other special circumstances	In consultation with your manager

You can take the special leave mentioned above insofar this falls within your working time or schedule.

### **5.3.2 Filial leave or other circumstances**

According to the Work and Care Act you are entitled - depending on your personal circumstances - to the types of leave mentioned below. Do you want to take this leave? First ask your manager for approval. The provisions of the Work and Care Act apply, unless agreed upon otherwise in this CLA.

- Adoption and foster care leave
- Maternity leave
- Parental leave
- Birth leave
- Additional birth leave
- Short-term filial leave
- Long-term filial leave
- Calamities and other short-term non-attendance leave
- Life course scheme (insofar still possible in accordance with the applicable legislation)

More information on the types of leaves mentioned can be found on the website of the Ministry of Social Affairs and Employment.

### **5.3.3 Supplement to maternity leave**

During maternity leave, you will receive a supplement up to 100% of the monthly salary.

### **5.3.4 Supplement to adoption and foster care leave**

If you take adoption and/or foster care leave, you will receive a supplement up to 100% of the monthly salary.

### **5.3.5 Supplement to additional birth leave**

If you take additional birth leave, you will receive a supplement up to 100% of the monthly salary.

You are entitled to additional birth leave after the childbirth of your wife, registered partner, the person with whom you cohabit without being married or the person whose child you recognize.

### **5.3.6 Parental leave**

Based on the Work and Care Act you are able to utilize paid and unpaid parental leave. If you take paid parental leave, you will receive a supplement up to 80% of the monthly salary.

After the term of parental leave (paid or unpaid), you can ask your manager to temporarily adjust the times during which you work (your working hours pattern).

### **5.3.7 Unpaid leave**

Have you been working at APG for a consecutive period of at least 5 years? In that case, you are entitled to unpaid leave (a sabbatical), provided this is not in conflict with the business interest. You can take a consecutive period of unpaid leave of minimum 4x your weekly working time and maximum 20x your weekly working time.

Did you previously take unpaid leave for the purpose of a sabbatical? In that case, you can take unpaid leave again once you have worked for yet another consecutive period of at least 5 years at APG since the last period of unpaid leave.

Do you want to take unpaid leave for reasons other than a sabbatical?  
That is possible if this is not in conflict with the business interest.

### **Conditions**

You must inform your manager in writing of your intention to take a sabbatical at least 12 months prior to the desired commencement date. You make agreements about unpaid leave in consultation with your manager.

During a period of unpaid leave you are not allowed to perform work on behalf of third parties or to work as a self-employed person unless APG permits you to do so in writing.

Once the period of unpaid leave has ended, you are entitled to return in an equivalent position. If such position is not available, the rules on expiry of a position will be taken into account.

The conditions, consequences and duration of the unpaid leave are recorded in writing.

## Chapter 6 My vitality

APG wants to 'Build your sustainable future together'. That means APG believes your vitality and health are important. When you feel good, it has a positive influence on your health, performance and sustainable deployment. You enter into a conversation with your manager to realize a proper balance between work and private life.

### 6.1 'Vital due to the (work) life' budget

You receive a budget of € 200 net each year to spend on activities and/or means that contribute to an active and healthy lifestyle and style of working. These activities and/or means may differ per person. Some examples of activities and means for which you are able to claim expenses are dietician, yoga, gym, (online) help with respect to healthy food, (vitality) coaching, a noise-cancelling headphone or running/hiking shoes. In addition, APG offers tools and workshops through intranet to spend your budget on.

The full budget is granted upon commencement of employment during the year. The budget has to be spent in the current calendar year and cannot be transferred to a next calendar year. The remaining part of the budget shall expire upon termination of the employment. There is no repayment obligation for used budget.

Chair massages and workshops offered by APG take place during working hours.

### 6.2 Informal care

Informal caregivers are employees who take care of an ill or disabled loved one, such as a partner, child, parent(-in-law), friend or neighbor, for at least four hours per week and/or during three months or more. Help to people without a health restriction does not apply as informal care. More information can be found on InSite and APG has an internal helpdesk you can contact for questions about informal care.

#### *Donating leave to informal caregivers*

In order to relieve informal caregivers and to offer more regulating margin, you have the possibility to donate non-statutory leave to an informal caregiving colleague. This is on a voluntary basis. You can donate non-statutory leave to every informal caregiving colleague, regardless of position, function scale, contract hours etc. You determine to which specific colleague you donate.

For every hour you donate, APG donates one extra hour to the specific informal caregiving colleague. The maximum APG donates is 1000 hours on an annual basis for all informal caregiving colleagues together. Donated leave hours cannot be transferred to the following year.

### 6.3 Contribution childcare costs

When you have a child/children under the age of 12, you can claim a total of € 300 net on an annual basis as a contribution to the costs of a nursery, guest parent care or out-of-school care. Condition to claim the expenses is for you to submit the invoice of the costs made for childcare.

### 6.4 Financial fitness

Health and vitality also involve financial fitness. That is why you can use Geldvinder. Geldvinder is an online platform for financial fitness you can

use by means of a personal account to show your current or future financial situation, the financial consequences of certain (career) choices, the improvements to be made and the way this can be done. It allows you to set your own goals (in life) you can work on independently step by step.

#### **6.5 Exercise and Vitality app**

You will be given the possibility to use the Vitality app. This is a health program stimulating exercise and awarding users by means of gift certificates.

## Chapter 7 Being sick

### 7.1 Incapacitated for work

If you cannot work due to illness, you are incapacitated for work. The statutory provisions will in that case apply to you, unless determined otherwise below.

### 7.2 Continued payment of wages in case of work disability

In case of work disability you will receive:

- a) During the first 52 weeks of your work disability: 100% of your monthly salary plus holiday allowance and year-end bonus; and
- b) During the second 52 weeks: 70% of your monthly salary plus holiday allowance and year-end bonus.

The continued payment of wages ends as soon as your employment contract ends within those 104 weeks.

### 7.3 No continued payment of wages in case of work disability

The continued payment of wages as described in Article 7.2 will be ceased as soon as you (temporarily) lose the right to statutory continued payment of wages or when you terminate the employment contract.

APG will not pay your salary during work disability if the situation of work disability due to illness is demonstrably attributable to your own actions.

Furthermore, you are not entitled to continued payment of wages in case of work disability if:

- a) You are not working and the company doctor believes that you are able to work;
- b) You do not follow the instructions of the company doctor;
- c) You do not comply with the legal obligations;
- d) APG is able to recover salary damage from a third party and you do not provide the necessary information despite a request of APG;
- e) You refuse to apply for WIA benefits even though you are entitled to it;
- f) You do not authorize UWV to pay the WIA benefits to APG after APG has asked you to provide this authorization.

### 7.4 Concurrence with other benefits

When you also receive benefits under a social security law, a collective supplementary insurance taken by APG or a supplementary insurance taken by you at or through APG or otherwise during the 104 weeks of continued payment of wages in case of work disability, these benefits will be deducted from the continued payment of wages.

### 7.5 Resumption of work

If you resume your work during your illness, other than on the basis of occupational therapy, the payments during the second year of illness are as follows:

- Upon resumption of work during at least 50% but less than 75%: a supplement up to 85% of your monthly salary plus holiday allowance and year-end bonus;
- Upon resumption of work during at least 75%: a supplement up to 100% of your monthly salary plus holiday allowance and year-end bonus.

In this context, APG also considers retraining as resumption of work. Taking leave/holidays is not considered resumption of work.

#### **7.6 After 104 weeks**

The continued payment of wages will end after 104 weeks of work disability. If you continue to work at APG after the term of continued payment of wages, your salary will be determined based on:

- The classification of the position you will then fulfill; and
- The number of hours you will be working.

If you continue to work partially in your own position, your classification remains the same and your salary will be determined based on the number of hours you will be working.

#### **7.7 Collective work disability insurance**

Starting July 1, 2022, APG has taken out a collective work disability insurance with full coverage (both in case of partial and full work disability) for all employees. APG pays the premium. No medical guarantee is required.

If you were absent due to illness prior to or on July 1, 2022, the collective insurance becomes effective after you were reported as recovered for at least 4 weeks. Work disability already determined by the UWV (Netherlands Employees Insurance Administration Agency) prior to the effective date of the insurance will be outside the coverage.

#### **7.8 If the law changes**

in the event of intermediate legal changes in relation to illness and work disability, the legal provisions will be applied in full.

## Chapter 8 My employment contract

### 8.1 SPECIAL PROVISIONS

#### 8.1.1 Confidentiality

You will learn a lot about APG during your work. You are bound by strict confidentiality on all company matters and information of which you reasonably know or can suspect that confidentiality is of importance. APG may also impose explicit confidentiality.

You are also bound by conditions APG has agreed upon with third parties, insofar APG has notified you of those conditions or insofar you could be aware of those conditions in any other way.

The confidentiality obligation applies during the employment and up to a period of 5 years after termination of the employment.

#### 8.1.2 APG Code of Conduct

The APG Code of Conduct is effective at APG. You are required to sign a statement confirming that you know the content of the APG Code of Conduct and that you will behave according to the standards set out in this Code of Conduct.

The APG Code of Conduct contains, among other things, the rules on preventing conflicts of interest, including the (direct or indirect) acceptance and provision of gratuities and gifts from or to relations of APG.

#### 8.1.3 Secondary activities

You will inform APG of your secondary activities prior to your commencement of employment. APG assesses whether these secondary activities are allowed. When you are employed by APG, you are only allowed to perform secondary activities if APG has granted its prior written consent.

APG may only deny its consent if there is an objective reason to do so. These objective reasons could entail:

- (The appearance of) a conflict of interest;
- (Potential) reputational risks; or
- Disproportionate hours of work.

### 8.2 OTHER RIGHTS AND OBLIGATIONS DURING YOUR EMPLOYMENT CONTRACT

#### a. Promoting the business interests

You promote the interests of APG as a good employee and comply with all the schemes, regulations and instructions applicable to you.

#### b. Reasonable assignments

You carry out reasonable assignments ordered by your manager. This also applies if your manager asks you to perform other work than usual or to go to a different location to carry out your work. Your manager will always first discuss this with you.

### **c. Safety & Working conditions**

APG ensures your safety and health at work and the safety and health of other employees. APG implements policies and creates guidelines aiming at the best possible working conditions. Part of this is aimed at the prevention and - should this not be possible - limitation of psychosocial workload.

You observe the guidelines of APG with respect to safety, health and well-being. You use the prescribed security provisions and safety equipment. That is how you prevent endangering yourself or others at work.

### **d. Working hours**

You observe the rules on working hours and rest periods. You comply with an order of your manager to work overtime, insofar this can reasonably be expected of you.

### **e. Living near your work location**

When you are employed for an indefinite period of time, you may be required to live in or near your place of work if this is deemed necessary in view of the company's interest.

### **f. Company clothing**

Company clothing is worn in some positions. You will not be charged any costs if this applies to you. The costs for cleaning and maintenance shall be borne by APG.

### **g. Industrial and intellectual properties**

APG is the sole owner of the results of your work and the associated intellectual property rights. This is regardless of whether you work alone or with others. This rule always applies, regardless of whether this involves activities carried out during your work or while using knowledge or skills derived from APG, or results and intellectual property rights that are related to business activities of APG. This concerns, for example, inventions, obtained outcomes, models, thought out working methods, marketing concepts, brands, business methods, drawings, software, data records, written and/or created works.

You inform APG as soon as possible and in writing about these results. You are not allowed to publish and/or release the knowledge and/or results referred to in this Article.

APG may establish industrial property rights on these results inside and outside the Netherlands, such as brands and domain names, patents and design rights. You hereby transfer all of these rights to APG. You will lend every assistance to APG in establishing or obtaining, having and enforcing and exercising these rights. The costs for these procedures shall be borne by APG.

If APG does not want to use your achieved results, APG may waive its property right. You can submit a written request to do so, in principle within 3 months. APG may lay down certain conditions for this waiver statement.

If APG uses the right to the patent, you will receive a fair compensation.

#### **h. Complaint and objection procedure**

APG has a complaint and objection procedure. You can lodge an objection against:

- The application of the Social Plan;
- Your job rating;
- (Sexual) harassment;
- The process around the HR cycle, the possibilities for informal care, flexible working or equal pay;
- Exclusion BWWW (unemployment benefits in excess of statutory pay) if demonstrably culpable of making no or insufficient efforts to improve determined dysfunctioning.

You can file a complaint on other topics. More information and the conditions are included in Appendix 3.

### **8.3 ORDER PRESERVING MEASURES**

#### **8.3.1 General measures**

In the business interest of APG, the following measures may be imposed by APG:

- Deny access to or stay in the buildings and/or premises of APG;
- Exonerate you from the obligation to perform work;
- Deprive you from the access to office automation.

If you are exonerated from the obligation to perform work, your salary will still be paid.

#### **8.3.2 Disciplinary measures**

Are you not complying with the obligations set out in your employment contract, this CLA, the company regulations of APG or other schemes or instructions applicable to you? In that case, APG may impose a disciplinary measure.

This measure could be:

- A warning or reprimand;
- A suspension without salary during maximum 7 workdays;
- A temporary or permanent deprivation of your position, or being classified in a lower position. In the latter case, you will be classified in the salary scale associated with the lower position;
- Dismissal.

## Chapter 9 Diversity and inclusion at APG

It is only possible to cooperate really well in an organization where people are appreciated for who they are. In a safe environment with the potential to be who you are, where your voice is heard, in which you are able to develop and also encourage others to develop. Appreciating differences is a condition to achieve a good working relationship to bring out the best in one another.

### 9.1. Employment positions for colleagues with limited work capacity

APG creates 10 employment positions above the formation in scale 2 for employees of APG with limited work capacity. In order to be eligible for these employment positions, an independent party conducts an objective assessment of the work capacity.

### 9.2 Employment positions from the Participation Act

APG creates 4 employment positions for people belonging to the target group of the Participant Act. These positions will be filled in 2022 and 2023.

### 9.3 Diversity initiatives

APG stimulates diversity and inclusion by means of activities such as workshops, lectures, conferences and training. A diverse commission has been established to advise APG on this matter.

### 9.4 TNO certification Performance Ladder of more Social Entrepreneurship (Prestatieladder Socialer Ondernemen, PSO)

APG applied for the TNO certification Performance Ladder of more Social Entrepreneurship in 2022. By means of this certification, APG demonstrates to be a higher than average social corporation, aimed at the labor participation of vulnerable groups on the labor market and the purchase of products and/or services from certified PSO organizations and SW (sheltered employment) companies.

## Chapter 10 My termination of employment

Title 10 of Book 7 of the Dutch Civil Code applies to the termination of the employment contract.

### 10.1 Termination of employment upon your initiative

The employment contract can be terminated by means of a written notice. The applicable notice period has to be taken into account. The notice period is included in Article 10.5.

### 10.2 Termination of employment upon initiative of APG

APG may take the initiative to terminate the employment contract. Title 10 of Book 7 of the Dutch Civil Code applies to the termination of the employment contract. The notice period is included in Article 10.5.

If you have been sick for a prolonged period of time and there are no positions available within APG for you to fulfill, APG will take the initiative to terminate your employment contract after 2 years of full or partial work disability.

### 10.3 Automatic termination of employment in case of employment contract for an indefinite period of time

Your employment contract for an indefinite period of time will end automatically (by operation of law):

- On the first day of the month following the month during which you reached the pensionable age pursuant to the General Old Age Pensions Act (AOW), unless you agreed upon a different end date with your manager in writing prior to the AOW entitlement age;
- The day after your death.

## 10.4 Temporary employment contract

### 10.4.1 End of a temporary employment contract

Do you have a temporary employment contract? This employment contract will end automatically (by operation of law) on the date agreed upon. If the duration of the employment contract is more than 6 months, your manager will notify you no later than a month prior to the end date whether or not the employment contract will be terminated or extended.

### 10.4.2 Intermediate termination of a temporary employment contract

You can only terminate a temporary employment contract if the possibility of intermediate termination is included in your employment contract. The same applies to APG. The applicable notice period is included in Article 10.5.

### 10.4.3 Successive employership

Did you carry out the same activities for APG prior to your employment at APG from a different employer in paid employment? In that case, the period (including possible interruptions of no more than six months) during which you worked for that other employer will be regarded as one temporary employment contract within the meaning of Article 7:668a, Section 1 of the Dutch Civil Code. This is a deviation from Article 7:668a, Section 2 of the Dutch Civil Code. The period (including possible interruptions of no more than six months) during which you worked for that other employer will not be counted if you provided incorrect or incomplete information about your work history.

#### 10.4.4 Maximum number of temporary employment contracts

Have you

- a) concluded multiple temporary employment contracts with APG with interruptions of no more than 6 months and has a period of 36 months lapsed; or
- b) concluded more than 3 temporary employment contracts with APG that were consecutive with interruptions of no more than 6 months?

In that case, the last employment contract shall be deemed to have been concluded for an indefinite period of time.

Should the law upon which this agreement has been based change, the law prevails.

#### 10.5 Notice periods

The applicable notice period is:

Your scale	Your notice period	APG's notice period
Scale I up to VI	1 month	2 months
Scale VII and higher	2 months	3 months

The notice period starts on the 1st day of the month following the notice of termination.

Does your employment contract end during the probationary period or due to dismissal with immediate effect? In that case, the notice period does not apply.

APG's notice period becomes shorter if the termination is ordered by the court or after the consent of UWV. The procedure time will be deducted from the notice period. The minimum notice period continues to be 1 month.

## Chapter 11 APG and the trade unions

This Chapter includes agreements made between APG and the trade unions, for example regarding the term and availability of the CLA. Study agreements can also be found here.

### 11.1 Starting point of the CLA

Both your interests and the interests of APG have been considered in the establishment of this CLA. APG and the trade unions will do everything possible during the term of this CLA to safeguard the industrial peace within APG.

APG and the trade unions will make sure this CLA will be applied according to standards of reasonableness and fairness. APG may deviate from this CLA provided this deviation is more favorable to the employee.

### 11.2. Provision of information to trade unions

APG informs the trade unions on important developments and policy proposals for the implemented and to be implemented personnel policies within APG. Trade unions can bring the signals learned from APG under the attention.

### 11.3 Trade union membership

New trade union members can use a free membership of a trade union during the first year. APG reimburses the costs of this membership.

### 11.4 Evaluation of the HR cycle

The new HR cycle will be evaluated by APG and the trade unions in 2023. The experiences of employees will be part of the evaluation. An inventory is made on whether employees experience sufficient time, space and support. An inventory is also made on whether employees are able to convert the conversations into actions needed for their own (career) development. The contents, shape and exact timing are to be aligned between APG and the trade unions.

### 11.5 Expired working arrangement with preservation of importance

The Articles 'Study inclusive vitality arrangements older employees / transition scheme senior leave and working time older employee' (APG CLA 2022, Chapter 9, Article 5) and 'Employment-related positioning' (APG CLA 2022, Chapter 15, Article 3) expire. As these topics continue to be of importance, they can be put on the agenda again once this CLA expires.

### 11.6 Trade union contribution

The parties in the CLA have made mutual agreements on the employers' contribution of the trade union activities.

### 11.7 Disputes between APG and the trade unions

The interpretation of the CLA lies with APG and the trade unions. There may be times when APG and the trade unions disagree on the application of a provision in this CLA. They will then try to solve this difference in point of view in mutual consultation. The party with the greatest interest in the solution will state its opinion in writing and shall discuss this with the other party/parties.

### **11.8 Term**

The term of this CLA is from January 1, 2023 until July 1, 2024, insofar not otherwise specified. At the end of that period, this CLA will end automatically (by operation of law) without any notice of termination being required.

The parties in this CLA have the explicit intention not to derive any residual effect from previous CLAs and Social Plans with respect to the alterations included in this CLA and the Social Plan.

### **11.9 Intermediate alteration**

In the event of radical changes inside or outside APG, APG and the trade unions may agree upon intermediate alterations to this CLA.

## Chapter 12 Glossary

In this Chapter, the concepts and definitions used in the CLA and the Social Plan are explained.

### 1. APG

CLA party on the one hand consisting of the organizations APG Groep N.V., APG Asset Management N.V. and APG DWS and Fondsenbedrijf N.V.

### 2. Business location

For the application of the Social Plan, a distinction is made between the locations of the employer. The concept Business location will be explained further in Appendix 1 to the Social Plan.

### 3. CLA

This Collective Labor Agreement for APG including Appendices.

### 4. CLA parties

APG and the trade unions.

### 5. Term of employment (seniority)

The number of years of the employment with employer or the legal predecessor(s) of the employer, including the period spent at employer while employed by third parties.

### 6. Position

The function name as indicated in the personnel administration or - if this insufficiently matches the actual situation - the combination of activities structurally ordered by the employer to the employee.

### 7. Function group

The group in which your position, based on job description and job rating, is classified with an associated salary scale.

### 8. Loss of income

Loss of income is the difference between your current gross monthly salary if you would have been employed by APG until your pensionable age pursuant to the General Old Age Pensions Act (AOW) and your income to be expected after termination of employment until your AOW entitlement age. With respect to the income to be expected, it is assumed (at the time of the effective date of this Social Plan) that you will receive unemployment benefits during the first two months of 75% and then 70% of the gross benefit rate applicable to you during the period in which you are entitled (or would have been entitled) to unemployment benefits. A deviation from the above is possible if the benefits in your country of residence lead to a different outcome.

### 9. Annual income

Your monthly salary times 12 plus, if of application, the variable remuneration, the holiday allowance and the year-end bonus.

### 10. Annual salary

The monthly salary times 12.

#### **11. Month**

A calendar month.

#### **12. Monthly income**

Your monthly salary plus all fixed monthly allowances/supplements. To calculate the APG compensation based on the Social Plan (if of application), the average variable remuneration of the last three years will be included in the determination of the monthly income. In all other cases, the variable remuneration is not included.

#### **13. Monthly salary**

The scale amount in the salary scale applicable to you.

#### **14. Employee**

You are an employee when you have an employment contract with APG and are classified in one of the salary scales listed in this CLA (I up to XIII). Are you working as a trainee, holiday worker or apprentice under the Law Education and Vocational Training (Wet educatie en beroepsonderwijs, WEB)? In that case you are not considered an employee within the meaning of this CLA.

#### **15. On-call employee**

You are an on-call employee when you, depending on the demand for labor, can be called to work.

#### **16. Partner**

- Your husband or wife;
- The person with whom you entered into a registered partnership;

- The unmarried person, not being a blood relative or relative in the first and second degree, with whom you have concluded a notarial cohabitation contract and with whom you demonstrably are involved in a joint household and provide in one another's care.

#### **17. Personal supplement (Persoonlijke toeslag, PT)**

The personal supplement as arisen per November 1, 2015 by merging the PT2013, the PT2005 and the PT Conversion.

#### **18. Reorganization**

The downsizing or alteration of the activities leading to an alteration of your position(s), relocation and/or statement or supernumerary, with consequences for your legal status.

#### **19. Schedule**

Your working time scheme indicating on what days and when you carry out your work.

#### **20. RSP**

The concept RSP is defined in Article 2.2.2 of this CLA.

#### **21. Salary**

The gross monthly salary agreed between you and APG.

#### **22. Notified in writing**

When you are notified in writing, the date of receipt is established objectively (for example acknowledgement of receipt, read confirmation of emails, stated as seen in InSite).

### **23. Work location**

The location you usually work. This can be a location of your employer or your home address.

### **24. Total fixed income (Totaal vast inkomen, TVI)**

12 monthly salaries, plus holiday allowance and year-end bonus.

### **25. Interchangeable positions**

Positions with different names that are reciprocally comparable and equivalent in nature, content, function level, necessary competences, remuneration and circumstances, and that can be considered the same position for the execution of the Dismissal scheme. Starting point is that you must be almost immediately deployable in the other - interchangeable - position.

### **26. Hourly salary**

The monthly salary divided by:

- 156 hours for a contract of 36 hours (full-time);
- 165 hours for a contract of 38 hours (full-time);
- 173 hours for a contract of 40 hours (full-time).

### **27. Holiday hours**

The number of hours on an annual basis that you can take for leave and holidays.

### **28. Trade union(s)**

The employees' organizations with which this CLA has been agreed. CLA parties on the other side, being FNV, located in Utrecht, De Unie, located in Culemborg, VCPS, located in The Hague and DOOR, located in Heerlen.

### **29. Record of starting position for the reflection principle**

Prior to the execution of a reorganization, an inventory will be made of the personnel data and employment data of the employees based on the formation overview. The starting position of the employees involved with respect to service time and position will then be recorded in writing and provided to the employees involved.

### **30. Full-time employment**

The employment with an average working time of 36, 38 or 40 hours per week on an annual basis and that has been indicated for you as a full-time employment.

### **31. Employer**

The organization of APG with which you concluded an employment contract.

### **32. Working hours**

The hours during which you have to carry out your activities according to your schedule.

## Appendix 1 – Salary scales

Salary scales effective as of January 1, 2023

40 hours scale	TFI minimum	RSP minimum	TFI RSP 100	Monthly salary RSP 100	TFI RSP 110 extension	Monthly salary RSP 110 extension
1						
2	35,499.96	85.00%	41,764.61	2,991.82	45,941.04	3,291.00
3	37,188.10	85.00%	43,750.64	3,134.09	48,125.72	3,447.50
4	40,514.95	85.00%	47,664.64	3,414.47	52,431.14	3,755.92
5	41,884.52	80.00%	52,355.62	3,750.51	57,591.17	4,125.56
6	43,482.62	75.00%	57,976.87	4,153.19	63,774.57	4,568.51
7	45,304.77	70.00%	64,721.03	4,636.31	71,193.12	5,099.94
8	50,979.90	70.00%	72,828.49	5,217.09	80,111.35	5,738.80
9	57,822.76	70.00%	82,603.98	5,917.36	90,864.43	6,509.10
10	66,101.92	70.00%	94,431.25	6,764.61	103,874.36	7,441.07
11	76,157.71	70.00%	108,796.79	7,793.69	119,676.49	8,573.06
12	88,425.41	70.00%	126,322.10	9,049.12	138,954.28	9,954.03
13	103,460.32	70.00%	147,800.48	10,587.73	162,580.48	11,646.50

38 hours scale	TFI minimum	RSP minimum	TFI RSP 100	Monthly salary RSP 100	TFI RSP 110 extension	Monthly salary RSP 110 extension
1*	27,003.45	85.00%	31,768.70	2,275.76	34,945.63	2,503.34
2	33,724.72	85.00%	39,676.11	2,842.21	43,643.71	3,126.43
3	35,328.40	85.00%	41,562.89	2,977.37	45,719.23	3,275.11
4	38,489.27	85.00%	45,281.45	3,243.75	49,809.67	3,568.13
5	39,790.30	80.00%	49,737.92	3,562.99	54,711.72	3,919.29
6	41,308.69	75.00%	55,078.16	3,945.54	60,585.92	4,340.09
7	43,039.40	70.00%	61,484.78	4,404.48	67,633.28	4,844.93
8	48,431.02	70.00%	69,187.13	4,956.24	76,105.78	5,451.86
9	54,931.72	70.00%	78,473.89	5,621.50	86,321.28	6,183.65
10	62,796.84	70.00%	89,709.83	6,426.39	98,680.83	7,069.03
11	72,349.68	70.00%	103,356.74	7,403.99	113,692.43	8,144.39
12	84,004.27	70.00%	120,006.07	8,596.67	132,006.72	9,456.34
13	98,287.17	70.00%	140,410.26	10,058.33	154,451.25	11,064.16

\* Scale 1 is not indexed in accordance with Article 3.2.1 of this CLA. This scale follows the indexations of the statutory minimum wage as determined by the Ministry of Social Affairs and Employment and is included in this table as the indexation of the WML as of January 1, 2023.

36 hours scale	TFI minimum	RSP minimum	TFI RSP 100	Monthly salary RSP 100	TFI RSP 110 extension	Monthly salary RSP 110 extension
1						
2	31,949.76	85.00%	37,587.90	2,692.62	41,346.66	2,961.88
3	33,469.26	85.00%	39,375.56	2,820.68	43,313.15	3,102.75
4	36,463.31	85.00%	42,897.99	3,073.01	47,187.78	3,380.31
5	37,696.09	80.00%	47,120.07	3,375.46	51,832.13	3,713.01
6	39,134.34	75.00%	52,179.17	3,737.87	57,397.13	4,111.66
7	40,774.18	70.00%	58,248.80	4,172.67	64,073.73	4,589.94
8	45,881.99	70.00%	65,545.77	4,695.39	72,100.36	5,164.93
9	52,040.41	70.00%	74,343.52	5,325.62	81,777.85	5,858.18
10	59,491.49	70.00%	84,987.86	6,088.13	93,486.60	6,696.94
11	68,542.05	70.00%	97,917.24	7,014.33	107,708.92	7,715.76
12	79,582.98	70.00%	113,689.91	8,144.21	125,058.89	8,958.63
13	93,114.30	70.00%	133,020.47	9,528.96	146,322.57	10,481.86

Salary scales effective as of January 1, 2024

40 hours scale	TFI minimum	RSP minimum	TFI RSP 100	Monthly salary RSP 100	TFI RSP 110 extension	Monthly salary RSP 110 extension
1						
2	36,831.15	85.00%	43,330.74	3,104.01	47,663.80	3,414.41
3	38,582.66	85.00%	45,391.31	3,251.62	49,930.42	3,576.78
4	42,034.17	85.00%	49,452.02	3,542.51	54,397.21	3,896.76
5	43,455.12	80.00%	54,318.90	3,891.15	59,750.86	4,280.27
6	45,113.24	75.00%	60,150.94	4,308.93	66,165.99	4,739.82
7	47,003.65	70.00%	67,148.05	4,810.17	73,862.90	5,291.19
8	52,891.67	70.00%	75,559.55	5,412.73	83,115.46	5,954.00
9	59,991.10	70.00%	85,701.61	6,139.26	94,271.83	6,753.19
10	68,580.72	70.00%	97,972.38	7,018.28	107,769.65	7,720.11
11	79,013.71	70.00%	112,876.63	8,085.95	124,164.36	8,894.55
12	91,741.37	70.00%	131,059.15	9,388.46	144,165.12	10,327.31
13	107,340.11	70.00%	153,343.00	10,984.77	168,677.34	12,083.25

38 hours scale	TFI minimum	RSP minimum	TFI RSP 100	Monthly salary RSP 100	TFI RSP 110 extension	Monthly salary RSP 110 extension
1*						
2	34,989.32	85.00%	41,163.93	2,948.79	45,280.34	3,243.67
3	36,653.30	85.00%	43,121.48	3,089.02	47,433.60	3,397.92
4	39,932.55	85.00%	46,979.50	3,365.39	51,677.46	3,701.93
5	41,282.45	80.00%	51,603.06	3,696.60	56,763.36	4,066.26
6	42,857.79	75.00%	57,143.62	4,093.50	62,857.98	4,502.85
7	44,653.41	70.00%	63,790.49	4,569.65	70,169.60	5,026.62
8	50,247.16	70.00%	71,781.66	5,142.10	78,959.83	5,656.31
9	56,991.74	70.00%	81,416.71	5,832.31	89,558.37	6,415.54
10	65,151.83	70.00%	93,073.96	6,667.38	102,381.38	7,334.12
11	75,062.86	70.00%	107,232.62	7,681.64	117,955.83	8,449.80
12	87,154.53	70.00%	124,506.37	8,919.05	136,957.08	9,810.96
13	101,972.92	70.00%	145,675.68	10,435.52	160,243.23	11,479.07

\*Scale 1 will not be indexed in accordance with Section 3.2.1 of this CLA. This scale follows the indexation of the statutory minimum wage as set by the Ministry of Social Affairs and Employment. As soon as the indexation on January 1, 2024 is known, scale 1 will be filled in.

36 hours scale	TFI minimum	RSP minimum	TFI RSP 100	Monthly salary RSP 100	TFI RSP 110 extension	Monthly salary RSP 110 extension
1						
2	33,147.77	85.00%	38,997.40	2,793.59	42,897.15	3,072.95
3	34,724.37	85.00%	40,852.21	2,926.46	44,937.49	3,219.11
4	37,830.66	85.00%	44,506.69	3,188.25	48,957.43	3,507.08
5	39,109.63	80.00%	48,887.08	3,502.04	53,775.73	3,852.24
6	40,601.92	75.00%	54,135.89	3,878.04	59,549.42	4,265.84
7	42,303.31	70.00%	60,433.20	4,329.15	66,476.59	4,762.07
8	47,602.65	70.00%	68,003.77	4,871.47	74,804.19	5,358.62
9	53,991.96	70.00%	77,131.40	5,525.33	84,844.49	6,077.86
10	61,722.37	70.00%	88,174.84	6,316.43	96,992.28	6,948.07
11	71,112.44	70.00%	101,589.17	7,277.37	111,748.13	8,005.11
12	82,567.26	70.00%	117,953.32	8,449.62	129,748.62	9,294.58
13	96,606.16	70.00%	138,008.79	9,886.30	151,809.67	10,874.93

## Appendix 2 – Options terms of employment

The “options terms of employment” allow provision for APG employees to apply certain sources (such as salary) for certain purposes (such as leave, for example). As not all the elements are harmonized, certain elements are only available to former “APG employees” to whom the APG CLA 2009–2011 applied. The options are listed below, with an indication wherever a particular option is only applicable to a specific group of employees. The applicable rules, such as when an option can be chosen, in what manner and using which sources, will be published annually on APG’s intranet.

### **Extra leave for senior employees**

The option relating to extra leave for senior employees for (former) APG employees is maintained, with due regard for the provisions in the Transitional Provisions for Chapter 7 Vitality (concerning Section 52 of the (previous) APG CLA). Employees aged 56 and 57 can only use non-statutory leave hours as their own contribution.

### **Purchase of hours of leave**

Maximum 80 hours of leave can be purchased annually.

### **Sale of hours of leave**

Maximum 80 hours of leave in excess of the statutory minimum can be sold annually.

### **Union contribution**

As an employee, you pay the union contribution yourself. Once a year, the total amount is paid out to you by APG net and withheld from your gross wages.

### **Bicycle plan**

You can opt to join this plan once every 5 years. APG compensates € 749 + € 240 accessories. Linked to this is that no claim can be made for an NS railways business card for commuting, commuting allowances and parking authorization. This plan also does not apply to employees with a leased company car and a mobility budget.

### **ABP supplementary pension**

APG employees and former APG employees can take advantage of the conversion possibility with respect to ABP supplementary pension.

### **Purchase of professional literature**

Fiscally beneficial purchase of professional literature is possible in exchange for payment of gross wages or vacation days in excess of the statutory minimum.

### **Individual ANW gap insurance**

The conversion possibilities can also be utilized for individual ANW gap insurance.

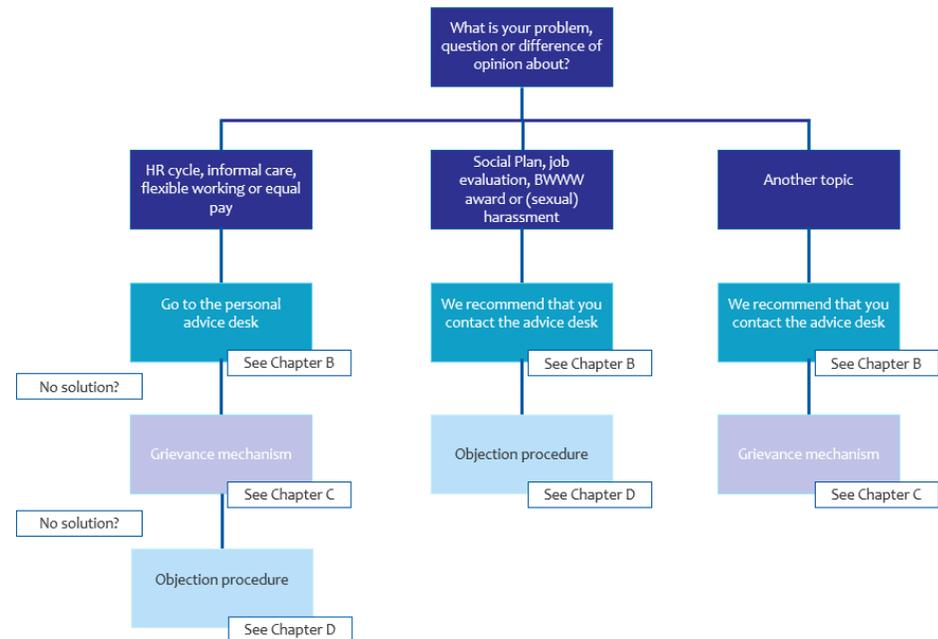
### **IPAP**

APG employees and former APG employees can also utilize the conversion possibilities for any IPAP insurance they may have contracted.

## Appendix 3 – Complaint and objection procedure

### A. Introduction

Employees of APG Groep can file a complaint or objection about circumstances that are affecting them in their working relationship. APG Groep believes it is important that your problem or difference of opinion is always discussed, preferably with your manager. An advice line is available to help you with this. If you cannot solve the problem with the help of the advice line, you can file a complaint or objection. The procedure to be followed is depending on the subject of the complaint or the objection. The different procedures are schematically displayed here.



B. Problem-solving and connecting advice line.

Article 1. Advice line

1. An advice line was established on October 1, 2019 for questions and support with regard to varying HR-related problems, such as the HR cycle or flexible working. The line consists of a digital advice line and a personal advice line. The advice line can be reached through a button in InSite. The digital advice line offers more information on your question or problem. The personal advice line brings you into contact with an HR specialist. You can consult this HR specialist about a solution for your question or difference of opinion with your manager. The HR specialist can also help in facilitating a conversation between you and your manager and in creating a connection.
2. In order to find an actual solution, it is important to contact the personal advice line soon after the difference of opinion has emerged. The people involved are expected to make every effort to find a solution.
3. If your problem involves the HR cycle, informal care, flexible working or equal pay and you consider filing a complaint, you must first contact the personal advice line and try to find a solution that way. Should your problem or difference of opinion not be solved within 21 calendar days after you contacted the personal advice line, you can file a complaint with your manager in accordance with the complaints procedure (see Chapter C, Articles 2 up to 5). After the 21st calendar day has lapsed, the period of 10 calendar days within which you can/must file a complaint commences (see Article 3, Section 1). The mentioned period of 21 calendar days can be

extended in writing with the consent of the employee and the manager.

C. General complaints procedure

Article 2. Individual complaints procedure

1. You can file a complaint about a dissatisfaction that involves you personally or a difference of opinion related to your work situation, unless it concerns a topic to which the objection procedure applies (see Chapter D of this Appendix 3). Before an employee is able to file an objection about the HR cycle, informal care, flexible working or equal pay, the employee first has to contact the personal advice line and then completed the complaints procedure as described in Article 3.
2. You cannot file a complaint against the Collective Labor Agreement (including the Social Plan) and other general rules/company guidelines related to the employment relationship, except against the application thereof.

Article 3. Procedure

1. You can file a substantiated complaint in writing with your manager no later than 10 calendar days following the last incident. If you first presented your problem to the personal advice line, you can file your substantiated complaint in writing no later than 10 calendar days after the 21 calendar days (or possibly extended deadline) have lapsed, as mentioned in Article 1, Section 3.

2. No later than 10 calendar days after you filed your complaint, a conversation takes place between you and your manager during which you are given the opportunity to verbally clarify your complaint or to provide further information. You have the right to be assisted by a coach during this conversation. Your manager will invite you for this conversation.
3. Your manager will respond to your complaint in writing and substantiated as soon as possible but no later than within 10 calendar days following the conversation as referred to in the previous Section.
4. If you are dissatisfied with the handling of the complaint and/or the dispute has not been solved, you can file a follow-up complaint with the immediate supervisor of your manager. The follow-up complaint has to be filed in writing and substantiated within 10 calendar days after you receive the response from your manager. You must substantiate, among other things, why the previous response is dissatisfactory to you.
5. No later than 10 calendar days after you filed your follow-up complaint, a conversation takes place between you and the supervisor of your manager during which you are given the opportunity to verbally clarify your follow-up complaint or to provide further information. You have the right to be assisted by a coach during this conversation. The supervisor of your manager will invite you for this conversation.
6. The supervisor of your manager will respond to your follow-up complaint in writing and substantiated as soon as possible but no later than within 10 calendar days following the conversation as referred to in the previous Section.

7. If the complaint involves the HR cycle (including performance evaluation), informal care, flexible working or equal pay, you can lodge an objection with the Board of Appeal within 10 calendar days following the response from the supervisor of your manager (see Chapter D, Article 9 below).

#### Article 4. Termination of procedure and handling of complaint

1. The complaints procedure ends as soon as:
  - a. The period has lapsed during which you were supposed to file the (follow-up) complaint;
  - b. You withdraw your (follow-up) complaint or consider the complaint as being handled after the response from your manager; or
  - c. The supervisor of your manager has responded to your complaint, unless it concerns one of the subjects on which can lodge an objection.
2. If the complaint was declared founded, the handler of the complaint will inform you about the solution of your complaint.
3. If the manager or the supervisor of the manager exceeds the mentioned deadlines, the employee can notify the director HR of this failure.

#### Article 5. No suspensory effect

Filing a complaint against a decision, will not suspend the effect of this decision.

#### D. Board of Appeal

##### Article 6. Board of Appeal general

1. An employee and/or the APG Groep can lodge an objection with the Board of Appeal when he/she:
  - d. Wants to assess whether the Social Plan has been applied correctly (see Section 4 of this article);
  - e. Disagrees with a job rating;
  - f. Is of opinion that (sexual) harassment occurs (see Article 8);
  - g. Disagrees with the decision or the actions/omissions of his/her manager with respect to the HR cycle, informal care, flexible working or equal pay; or
  - h. Is of opinion that he or she was wrongly considered not to be entitled to BWWW (unemployment benefits in excess of statutory pay) because he/she was demonstrably culpable of making no or insufficient efforts to improve the determined dysfunctioning.
2. Before the employee can commence a procedure with the Board of Appeal, he or she first has to complete the internal procedure as laid down in Article 7. The procedure differs according to the subject of the objection.
3. During the entire procedure (both at the Board of Appeal and the preceding procedure), the employee has to the right to be assisted by a coach. APG Groep can also be assisted by an advisor.
4. If an employee and/or the APG Groep wants to lodge an objection based on Section 1a (assessing whether the Social Plan has been applied correctly), this is only possible if it concerns one of the following subjects:
  - a. The employee is of opinion that the provisions of the Social Plan in the Making of You Intensive were wrongly denied or granted;
  - b. The employee is of opinion that the designation of redundancy did not take place according to the Social Plan;
  - c. APG Groep or the employee is of opinion that the other party did not or insufficiently comply with the agreements in the Action Plan with the Future Center regarding the assistance from Work to Work;
  - d. The employee is of opinion that a position should have been offered as a suitable position, as determined in the Social Plan;
  - e. APG Groep and/or the employee is of opinion that the offered position is suitable or not and was rightly refused by the employee or not;
  - f. The employee is of opinion that a request for substitution was wrongly denied;
  - g. The employee has invoked the hardship clause in the Social Plan and this was rejected.

## Article 7. Internal procedure and deadlines

1. Before the employee is able to lodge an objection, he or she first has to take steps. Depending on the subject of objection, the steps to be taken are:
  - a. With respect to the Social Plan (ex Article 6, Section 1a and Section 4): The employee can lodge an objection with the Board of Appeal against the application of the Social Plan within 10 calendar days following the decision of the Future Center. The employee simultaneously notifies the Manager Future Center of his/her objection and sends a copy of the statement of objection to the Manager Future Center.
  - b. With respect to job rating (ex Article 6, Section 1b): The employee can lodge an objection with the Board of Appeal against the job rating within 10 calendar days after he or she became aware of the decision with regard to his/her job rating. The employee simultaneously notifies the director HR of his/her objection and sends a copy of the statement of objection to the director HR.
  - c. With respect to (sexual) harassment (ex Article 6, Section 1c and Article 8): The employee must discuss the situation(s) of harassment with the confidential counsellor or his/her manager. An attempt will be made to find a solution in mutual consultation. If this attempt fails, the employee can lodge an objection with the Board of Appeal within 3 months following the lack of a solution.
  - d. With respect to the HR cycle, informal care, flexible working or equal pay (ex Article 2d): After the employee sought advice from the personal advice line and has completed the complaints procedure (as referred to in Chapter B), the

employee can lodge an objection with the Board of Appeal within 10 calendar days following the decision of the supervisor of the manager.

- e. With respect to the granting of BWWW (unemployment benefits in excess of statutory pay) (ex Article 6, Section 1e): The employee can lodge an objection with the Board of Appeal within 10 calendar days following the decision of the manager. The employee simultaneously notifies the director HR of his/her objection and sends a copy of the statement of objection to the director HR.

## Article 8. (Sexual) harassment

1. (Sexual) harassment refers to:
  - a. Harassment: Behavior related to the psychosocial workload of an employee and aiming to or resulting in the dignity of the person involved being affected and the creation of a threatening, hostile, insulting, humiliating or offensive environment (for example, discrimination, bullying, violence).
  - b. Sexual harassment: Any form of verbal, non-verbal or physical behavior with a sexual connotation (= emotional value) aiming to or resulting in the dignity of the person involved being affected and especially when a threatening, hostile, insulting, humiliating or offensive environment is created.
2. The confidential counsellor is the contact person for employees who are confronted with (sexual) harassment or signal this behavior at work.
3. The confidential counsellor guides and/or provides aftercare and can take action on behalf of the employee, but only upon explicit request or with the consent of the employee.
4. The confidential counsellor has the responsibility to advise the director HR and/or the management on education, information provision, prevention and combating (sexual) harassment at work. The confidential counsellor takes the utmost care to the confidential handling of data of which he or she takes cognizance when performing the tasks and reports annually to the director HR

based on the anonymous registration of complaints or objections he or she received.

## Article 9. Procedure Board of Appeal

1. The employee can lodge an objection with the Board of Appeal about the subjects mentioned in Article 6, Section 1. The deadline within which the objection has to be lodged, is included in Article 7. The objection can be lodged using the email address: [bezwarencommissie-sociaalplan@apg.nl](mailto:bezwarencommissie-sociaalplan@apg.nl).
2. The notice of objection is in writing and substantiated. The notice of objection states (I) what decision it involves, (II) why the employee disagrees with the decision taken, and (III) what the employee would consider the appropriate solution.

### *Admissibility objection*

3. Following the receipt of the objection, the Board of Appeal first assesses whether or not the objection is admissible. The objection is not admissible if:
  - a. The objection is not related to one of the subjects against which you are able to lodge an objection;
  - b. The objection is about the content of the CLA and/or the Social Plan;
  - c. The objection was lodged past the deadline;
  - d. The substantiation of the objection is missing or insufficient;

- e. The internal procedure has not been followed;
  - f. The employee has brought proceedings before the court that is handling the matter of the objection.
4. If the objection is not admissible, the Board of Appeal declares the objection inadmissible. That concludes the objections procedure. If the objection is admissible, the notice of objection will be handled substantively.
  5. Should the employee and/or APG Groep bring proceedings before the court during the objections procedure to handle the matter of the objection, the Board of Appeal will refrain from further handling of the objection.

#### *Substantive handling objection*

6. The Board of Appeal decides whether the objection is handled in writing or if a verbal handling of the objection takes place.
7. If the objection is handled verbally, this will take place within 21 calendar days after the objection was lodged. The employee and the manager are invited for the verbal handling of the objection to further clarify their opinions and to answer questions of the Board of Appeal. The verbal handling is not public.
8. Prior to the verbal handling or the written decision of the Board of Appeal, the other party is given the opportunity to provide his/her vision on the notice of objection in writing and substantiated.

#### *Advice Board of Appeal*

9. The Board of Appeal renders its substantiated decision on the lodged objection in writing. The decision is rendered within 14

calendar days following the verbal handling. If the Board of Appeal handles the objection in writing, the decision is rendered within 14 calendar days after the objection was lodged.

10. The decision has the nature of a weighty advice, with the exception of decisions regarding the hardship clause of the Social Plan and job rating; these decisions have the nature of a binding advice.

#### *Continuation after advice*

11. The director HR of APG Groep takes a final decision with respect to the objection within 7 calendar days following the advice. If APG Groep deviates from the decision, the employee and the Board of Appeal will be notified in writing and substantiated.
12. If the objection was declared founded, a written statement will be sent as to how the objection of the employee will be handled further to meet his/her demand.

#### Article 10.      Suspensory effect

Lodging an objection against a decision will not suspend the effect of this decision.

#### Article 11.      Composition and operation of the Board of Appeal

1. The Board of Appeal consists of:
  - a. Two members who are appointed upon recommendation of APG Groep;
  - b. Two members who are appointed upon recommendation of the joint trade unions;

- c. One chairperson who is appointed by the four permanent members;
  - d. If desired or necessary, an expert to be appointed by the Board.
2. The secretariat of the Board shall be provided by and at the expense of APG Groep.
3. The members of the Board of Appeal are obliged to uphold strict confidentiality.
4. If the number of objections with the Board of Appeal is of such volume that the latter is not expected to handle these objections within a reasonable period, APG Groep will request parties to this CLA to compose a second Board of Appeal.
5. The deliberations and decisions of the Board of Appeal take place in plenary sessions and are not public.

#### Article 12. Costs objections procedure

1. The Board of Appeal does not rule on requests to compensate the costs incurred by parties for (legal) assistance. These costs shall be borne by the employee and APG Groep themselves.
2. To attend a meeting of the Board of Appeal, the external members will be paid an attendance allowance of € 250 per session, including preparation time. Travel expenses will be compensated based on public transport (2nd class) or an untaxed mileage compensation that currently amounts to € 0.21. This amount can be altered by APG Groep if the (tax) legislation gives rise to do so.

#### E. General final provisions

##### Article 13. General provisions on the objections and complaint procedure

1. APG Groep ensures that the employee who filed a complaint or lodged an objection or who acted as coach will not be disadvantaged in his/her position as an employee as a result of this procedure.
2. Everyone involved in the handling of a complaint or an objection is bound by a confidentiality obligation on those data of which he or she must understand its confidential nature.
3. The employee can complete the entire procedure, as determined in this scheme, only once in relation to the same complaint or objection.

## Appendix 4 - Transitional provisions

### A. General transitional provisions

#### Article 1. Scope

By way of deviation from the provisions in this CLA, the transitional provisions included in this Chapter apply to employees of the former APG Algemene Pensioen Groep N.V., APG Investment Services N.V., Cordares Holding N.V., APG Treasury Center B.V. and Loyalis N.V. to whom the CLA APG, the CLA Cordares or the CLA APG Groep applied with a duration of April 1, 2011 up to April 1, 2014.

#### Article 2. Definitions

For the purpose of this Chapter, the following definitions apply:

- a. APG employee: The employee who is employed by APG Algemene Pensioen Groep N.V., APG Investment Services N.V., APG Treasury Center BV or by Loyalis N.V. on December 31, 2012 to whom the CLA APG applies.
- b. Cordares employee: The employee who is employed by Cordares Holding N.V. on December 31, 2012 to whom the Cordares CLA applies.
- c. Employee: The employee who is employed by APG Algemene Pensioen Groep N.V., APG Investment Services N.V., APG Treasury Center BV or by Loyalis N.V. on December 31, 2012 and to whom the CLA APG applies, or the employee

who is employed by Cordares Holding N.V. on December 31, 2012 to whom the Cordares CLA applies.

- d. CLA APG: The CLA concluded by APG Algemene Pensioen Groep N.V., APG Investment Services N.V., APG Treasury Center BV and Loyalis N.V. with the duration from April 1, 2009 up to April 1, 2011.
- e. CLA Cordares: The CLA concluded by Cordares Holding N.V. with the duration from April 1, 2010 up to March 31, 2011.

#### Article 3. Exclusion residual effect

Starting the effective implementation of this CLA, all rights and entitlements employees are or were able to derive from the residual effect of previous CLAs will fully lapse, insofar not determined otherwise in this chapter.

#### Article 4. Hardship clause

In special cases or in unforeseeable cases in which, considering the facts and circumstances, not applying a transitional measure in the opinion of APG Groep would lead to an unreasonable and unacceptable result, APG Groep can take a decision in deviation from/supplementary to the provisions in this chapter.

## **B. Transitional provisions to the different chapters of the CLA**

### Article 5. Transitional provisions to Chapter 2 My Work

The working time as of January 1, 2013 for APG employees, is the working time agreed with them in the employment contract.

For the APG employees who are classified in the former scales 13, 14 or 15, the working time of an average of 36 hours per week on an annual basis continues to apply. For the employees of former Cordares who are classified lower than scale XII, an average working time of 38 hours per week on an annual basis applies. The applicable individual working hours are defined in a schedule, taking into account the requirements of business operations, the Working Hours Act and (insofar possible) your individual preferences. The manager determines the schedule. The ATV (reduction of working hours) days at Cordares will lapse and replaced with scheduled days off.

### Article 6. Transitional provisions to Chapter 3 My salary and pension

#### **Personal supplement 2013 (PT2013)**

At the time of the "harmonization" CLA (with effective implementation date January 1, 2013), the salary on (reference date) January 1, 2013 was determining for the classification into the new salary scales.

Employees with a monthly salary on January 1, 2013 that was higher than the maximum of the new scale, were classified as of that date in the maximum of the new salary scale (RSP 100). The difference between the monthly salary on January 1, 2013 and the maximum of the new salary scale was converted back then into a personal supplement 2013, called

PT2013. Regarding this PT2013, an agreement was made that it will be indexed with the general salary round agreed upon in this CLA during the first 10 years following the classification in the new scale. After the indexing period of 10 years, the supplement will be incorporated. The sum of the scale salary and the PT2013 is increased by 50% of the CLA increase. The scale salary is increased by the full CLA increase and then deducted from the increased sum of PT2013 and the scale salary. The outcome of the above is the new PT2013.

After the tenth year (n) this formula applies:  $\text{scale salary (n+1) + PT2013 (n+1) = (scale salary (n) + PT2013 (n)) \times (100\% + \frac{1}{2} \text{ CLA increase } [\%])$ .

#### **Personal supplement 2005 (PT2005)**

The difference in salary arisen on January 1, 2005 upon the implementation of the new salary structure at former Cordares.

#### **Personal supplement conversion (PT Conversion)**

The difference in salary that has arisen or will arise following the integration (merger) of the job descriptions as a result of the merger between APG and Cordares (also see the transitional provision "Final classification upon conversion").

#### **Merger PT 2013, PT 2005 and PT Conversion as of November 1, 2015**

For the purpose of the CLA APG Groep April 1, 2015 up to April 1, 2017, the CLA parties have agreed that the existing PT Conversion and PT2005 are both converted into a PT2013.

For the PT2005 this conversion means that the PT(2005) will only be phased out as of January 1, 2023 instead of January 1, 2018.

For the PT Conversion this means it will phase out as of January 1, 2023. Because the PT Conversion had a later phase out date for a few employees, a recalculation will be conducted for the employees whose

PT Conversion will phase out sooner. This earlier phase out date will therefore be compensated by means of a supplement.

These three PTs together (PT 2013, PT Conversion and PT2005) will be called "PT" starting November 1, 2015.

The PT will be incorporated starting 2023. The sum of the scale salary and the PT is increased by 50% of the CLA increase. The scale salary is increased by the full CLA increase and then deducted from the increased sum of PT and the scale salary. The outcome of the above is the new PT. Starting 2023 (n) this formula applies:  $\text{scale salary (n+1)} + \text{PT (n+1)} = (\text{scale salary (n)} + \text{PT (n)}) \times (100\% + \frac{1}{2} \text{ CLA increase } [\%])$ .

#### **Continued growth guarantee (perspective guarantee)**

Employees who had not yet reached the maximum salary of the (old) salary scale on January 1, 2013 - and therefore would have had the perspective of continued growth towards this maximum salary - will be able to continue to grow towards this higher old maximum salary in case the new maximum salary is lower than the old maximum salary. This yet to be reached maximum salary of the old salary scale is increased up to January 1, 2018 by the general salary increases to be agreed upon in the CLA. The implementation of the continued growth guarantee also leads to a (higher) PT for these employees. In case of continued growth above RSP 100, the existing PT will be increased based on the percentage matching the overall performance assessment and competence development at RSP 94.50 up to 100 (see Chapter 5) or a PT at the level of the mentioned percentage will arise. This PT will be incorporated after the 10 years' indexing period that started on January 1, 2013 has expired.

#### **PT and continued growth above RSP 100**

For employees with a PT growing above RSP 100 as a result of the assessment, half of the increase granted because of this will be deducted from the PT. For employees to whom a continued growth guarantee applies, the above only becomes valid once the continued growth guarantee has been utilized completely.

#### **PT and promotion**

In case of a promotion, half of the promotion increase will be deducted from the PT. If the scale maximum (RSP 100) has not been reached yet in the new scale as a result of the promotion, a possible PT will be incorporated as much as possible (up to RSP 100).

#### **PT and individual variable remuneration**

For employees with a PT and who were not eligible for variable remuneration (or target bonus) pursuant to the APG CLA, the realized variable remuneration will not be paid, unless the PT is lower than the realized variable remuneration. The part of the variable remuneration in excess of the PT will then be paid.

#### **Structural PTs**

To employees with a structural PT, a PT ASW and/or a PT SPMS applies that these PTs are incorporated into the fixed salary as of November 1, 2015. This results in an RSP increase (which in a very limited number of cases may lead to loss of perspective, namely for employees with a D or E assessment) and on the other hand means that the structural PT is no longer phased out in case of promotion (as determined in the previous CLA).

#### Article 7. Transitional provisions to Chapter 5 My holidays and leave

APG employees maintain the (current and future) entitlement to senior leave according to the provisions in the CLA APG. APG employees who make use of the senior scheme based on the transitional scheme, are able to use leave hours within the framework of the senior scheme in accordance with the provisions of Article 52 of the CLA APG. To employees in the age of 56 and 57 applies that they will only be able to use non-statutory holiday hours as a personal contribution.

Employees of Cordares maintain the (current and future) entitlement based on the scheme "Working time older employees" in accordance with the provisions in the Cordares CLA.

APG employees to whom the CLA APG applies, maintain the entitlement to paid parental leave with application of the provisions in Article 50 of the CLA APG for the children born prior to October 21, 2013 (within 42 weeks after December 31, 2012).

The rules possibly applicable to APG and Cordares employees as of December 31, 2012 with regard to the life course scheme continue to be fully applicable.

Cordares employees maintain the life course contribution to which there were entitled based on the Cordares scheme, with settlement of the contribution mentioned in Chapter 7, Article 12 of this CLA.

For APG employees, the vitality contribution of Chapter 7, Article 12 of this CLA replaces the supplement.

Global agreement VPL as mentioned in Article 38b of the CLA APG.

In deviation from the provisions in Article 12 of Chapter 7 of this CLA, APG employees employed on December 31, 2012, born prior to January 1, 1950 and who have been an employee without interruption starting April 1, 1997 within the meaning of the FPU scheme (Article 4, Section 1 j°, Section 3 of that scheme) are not entitled to the vitality contribution.

#### Article 8. Transitional provisions to Section 3.5 Special supplements and allowances

The adjustment supplement to which employees are entitled based on the CLA APG, will be maintained with application/consideration of the provisions in Appendix VI to the CLA APG.

Employees to whom the CLA APG applied and who are entitled to a supplement on December 31, 2012 based on the provisions in Article 39, Section 6, Article 40, Article 41, Sections 3 and 4 and Article 43 in the CLA APG, maintain this supplement taking into account the provisions in these articles.

#### **C. Transitional scheme non-statutory severance pay**

For employees to whom the CLA APG applied, the following applies in case of honorable involuntary dismissal:

1. This transitional measure only applies to employees to whom the "Scheme prevention, reintegration and non-statutory entitlements in case of unemployment" (former CLA APG Appendix A, see Appendix 4 to this CLA) applies.

2. The duration of the non-statutory severance pay (supplement to unemployment benefits and the subsequent benefits) has been determined and frozen on January 1, 2013.
3. Starting the determination date of the duration of the non-statutory severance pay, no more accrual takes place.
4. The daily wage, being the basis for the non-statutory severance pay, has been determined and frozen on January 1, 2013.
5. The determined duration and basis have been communicated to the employee in writing and therefore are an integral part of the individual employment contract between the employer and the employee.
6. On the date of dismissal, with application of the provisions in the current "Scheme prevention, reintegration and non-statutory entitlements in case of unemployment" the entitlement is determined on the understanding that the provisions in Article 4 (mobility phase) and the reduction of the duration of the subsequent benefits mentioned in Article 9, Section 1 (CLA APG Appendix X, Appendix 4 to this CLA) with 3 years no longer applies.
7. If, based on the reason of the dismissal, there is no entitlement to subsequent benefits but there is an entitlement to unemployment benefits, the employee is entitled to a supplement to the unemployment benefits. The basis for the supplement is the basis as referred to in point 4.
8. If, based on the reason of the dismissal, there is an entitlement to unemployment benefits and to subsequent benefits, the employee is entitled to the supplement to the unemployment benefits and to the subsequent benefits. The total duration of the non-statutory benefits is the duration as referred to in point 2 of this transitional scheme.
9. In case of dismissal without entitlement to unemployment benefits, the entitlement to non-statutory severance pay shall lapse on the date of the dismissal.
10. The entitlement will be paid with application of the provisions in the "Scheme prevention, reintegration and non-statutory entitlements in case of unemployment" (CLA APG Appendix 5). As of the age of 65, there is no entitlement to non-statutory severance pay.
11. Starting the end date of accrual of the non-statutory severance pay (January 1, 2013), employees are entitled to the payment of a lump sum in case of dismissal due to reorganization with application of the APG remuneration as included in Chapter 4 of the Social Plan. For the calculation of the number of weighted years of service, only the years of service after January 1, 2013 will be included.
12. The income from work or business, the unemployment benefits, the non-statutory severance pay and the APG remuneration all together or separately cannot be higher than the loss of income during the benefit period.
13. On the date of dismissal due to reorganization, the employee can opt for the non-statutory severance pay, as determined in the points 1 up to 10, supplemented with the payment of a lump sum, as determined in point 11, or the APG remuneration on the full duration of the employment at APG Groep and its predecessors, as mentioned in Article 1, point c of the "Scheme prevention, reintegration and non-statutory entitlements in case of unemployment" (Appendix X to the CLA APG).
14. In case the employee only opts for the APG remuneration on the full duration of employment in case of dismissal due to reorganization, that payment cannot be higher than the loss of income until de pensionable age under the General Old Age Pensions Act. The

pension accrual based on the pension scheme ABP and the costs the employee incurs for the continuation of the pension accrual shall be taken into account by settling the costs thereof with the income from unemployment benefits.

15. The employee who claims the non-statutory severance pay, as determined in the points 1 up to 11, or the payment of a lump sum, as determined in the points 12 up to 14, cannot claim the transition allowance referred to in the Articles 7: 673 and 673a of the Dutch Civil Code.

## Appendix 5 – “Scheme prevention, reintegration and non-statutory entitlements in case of unemployment” in the former APG CLA (2009-2011)

This scheme is only applicable partially and to a limited extent (see the provisions 1 up to 15 in Appendix 4 “Transitional scheme non-statutory severance pay”).

For example, the duration of the non-statutory severance pay has been determined and frozen on January 1, 2013.

Also, for employees to whom the CLA APG 2009-2011 applied and who were not in the conciliation stage or mobility phase on December 31, 2012 (with application of the provisions in the current scheme), the entitlement to a non-statutory severance pay is determined on the date of dismissal. This with the understanding that the provisions in Article 4 (mobility phase) and the reduction of the duration of the subsequent benefits with three years mentioned in Article 9, Section 1 no longer applies (also see CLA Appendix 4 “Transitional scheme non-statutory severance pay”).

### Chapter 1 - General provisions

#### Article 1 Definitions

For the purpose of this scheme, the following definitions apply:

a. **Employer:**

The legal persons designated as such in the CLA.

b. **Person involved:**

The employee who is or has been employed by the employer on or after January 1, 2001 and to whom the CLA applied and who became unemployed due to dismissal within the meaning of the Unemployment Act.

c. **Employment:**

Inssofar prior to January 1, 1996: The time that counts towards the pension calculation as of December 31, 1995, as referred to in the General Civil Pensions Act, if the person involved worked on December 31, 1995 under the conditions of permanent employment at the ABP, the Ministry of Foreign Affairs/DUO, the Ministry of Education, Culture and Science/UO, the Ministry of Defense/DSZM or the ABP-SZ-company, and who commenced employment on January 1, 1996 for an indefinite period of time at the Stichting Pensioenfonds ABP or at the Stichting USZO; Inssofar on or after January 1, 1996: The time during which the person involved was working in employment at the Stichting Pensioenfonds ABP, Loyalis N.V., the Stichting USZO, USZO BV or USZO Diensten BV; Inssofar on or after March 1, 2008: The time during which the person involved was working in employment at APG | Loyalis | Investment Services | Treasury; In all cases except the time:

- Prior to a functional age-related dismissal, provided benefits are granted on account of that dismissal;
- Taken into account for the calculation of the duration of tide-over allowances, benefits in respect of involuntary unemployment at the expense of the employer, non-statutory benefits or similar benefits in nature and scope, not being unemployment benefits;

- Prior to an interruption in service time of more than one year, unless the person involved is entitled to subsequent benefits;
- Referred to in Article 5.4. of the Pension scheme;
- In stopped employment.

For the determination of the service time, the service time referred to in Article D1, second Section of the General Civil Pensions Act that was in force on December 31, 1995 is also taken into account, when applicable. The request as referred to in Article D2 of the mentioned Act is deemed to be made. If and insofar the service time taken into account for the calculation of the non-statutory benefits is required with a state pension, other than at the expense of the Stichting Pensioenfonds ABP, the duration and the amount of the non-statutory benefits will be recalculated starting the day on which this pension entered into force, with exclusion of that service time.

- d. **Calculation basis:**  
The daily salary for the unemployment benefits, without the maximum daily salary limit of Article 17 of the Social Insurance (Funding) Act and plus/minus the deduction/supplement ex Article 28, Section 1 of the CLA.
- e. **Supplement to unemployment benefits:**  
The supplement to unemployment benefits, as referred to in Article 5 and Article 5a.
- f. **Supplement to sickness benefits:**  
The supplement to sickness benefits, as referred to in Article 6.
- g. **Subsequent benefits:**

The subsequent benefits, as referred to in Article 8.

- h. **Non-statutory benefits:**  
The supplement to the unemployment benefits and the supplement to the sickness benefits and the subsequent benefits.
- i. **Employment:**  
Employment within the meaning of the Unemployment Act.
- j. **First day of unemployment:**  
The first day of unemployment, as referred to in Article 16a of the Unemployment Act.
- k. **Pension scheme:**  
The pension scheme Stichting Pensioenfonds ABP.
- l. **Pension:**  
Pension within the meaning of the Pension scheme.
- m. **Tide-over allowances:**  
The definition provided in Article 1, Part r, of the Law on Government Personnel under Employee's Insurances.
- n. **The WW:**  
The Unemployment Act.
- o. **The ZW:**  
The Sickness Benefits Act.
- p. **Minimum wage:**  
The minimum wage, as referred to in Article 14, second Section, of the Unemployment Act.

q. **Salary-related benefits:**

Benefits in case of unemployment: The benefits as referred to in Chapter II of the Unemployment Act.

r. **The OOW:**

The Law on Government Personnel under Employee's Insurances.

Article 2. Limitation entitlements based on this scheme

Insofar not determined otherwise in this scheme, this scheme does not give rise to entitlements insofar the person involved has lost working hours from an employment based upon which he or she is not a person involved.

Article 3. Indexation

The calculation basis is constantly reviewed in accordance with a general alteration of salary in the CLA.

**Chapter 2 - Mobility phase**

Article 4. Prevention and reintegration

1. After the employer has met its obligations with respect to internal reintegration, the employer informs the employee who is eligible for dismissal due to reorganization, due to relocation of the service, the department or a part thereof, or due to incompetence or unsuitability for his or her position other than on the basis of

sickness or physical defects, of the date on which the employee will be transferred to the mobility phase.

2. The mobility phase has a duration of two years starting the commencement date of that phase. During the mobility phase, the employment continues and the employee will be paid the associated salary, as referred to in Article under n of the CLA, applicable on the commencement date of the mobility phase, on the understanding that, should supplements vary on a monthly basis, the average of the previous 12 months will be paid monthly.

The employee will be relieved from the work performed until then and placed elsewhere.

3. The reintegration unit prepares an action plan with respect to the activities to be performed by the employee during the mobility phase until the external reintegration. That action plan includes the rights, obligations, sanctions and times of assessment. No reasonable measure will be excluded in that action plan, not even the measure that an employee will be placed externally in order to gain experience in that external job. The employee is obliged to cooperate in the execution of the action plan, as if he or she would already have been dismissed. The unemployment scheme is therefore of corresponding application. The costs related to the mobility phase, including training and suchlike, shall be borne by the employer.

4. If the employee accepts a job at a different employer during the mobility phase, other than as referred to in Section 3, or establishes himself/herself as an independent entrepreneur, he or she will be dismissed starting the commencement date of the employment at the new employer or starting the date of the establishment as an independent entrepreneur upon his/her request. He/she will then receive a bonus equal to the fixed income

the employer should have paid during the remainder of the mobility phase if the employee had not resigned starting the employment elsewhere or because of the establishment as an independent entrepreneur. Starting the datum of dismissal as referred to in this Section, the rights an employee may derive from the “Scheme prevention, reintegration an non-statutory entitlements in case of unemployment” shall lapse.

5. During the mobility phase, an employee maintains the right to apply for an internal job vacancy available for external recruitment.
6. If an employee accepts employment elsewhere and he/she is dismissed through no fault or action of him/her due to reorganization or because the new employer has filed for suspension of payment and/or bankruptcy within one year following the dismissal and he/she has to be dismissed because of that, he or she is entitled to the entitlements he or she could have derived from this scheme prior to the dismissal. The bonus received following the dismissal will be settled with those entitlements.
7. If the employee, as referred to in this Article, has not resigned during the mobility phase, he or she will be dismissed starting the day following the last day of the mobility phase. The other provisions of this scheme will in that case apply to him/her.
8. The provisions in this Article are of corresponding application in phase III of the Protocol Work and Income.

## **Chapter 2A Non-statutory benefits**

### **Article 5. The entitlement to a supplement to the unemployment benefits**

1. The person involved who is entitled to benefits based on the Unemployment Act, excluding benefits based on Chapter IV WW, is entitled to a supplement to the unemployment benefits.
2. The Articles 16, 19, 20, 21, 76 and 78 of the Unemployment Act are of corresponding application to the supplement, as referred to in the first Section.
3. The entitlement, as referred to in Section 1, shall lapse if the person involved, whose employment was terminated or dissolved by the district court due to unsuitability or incompetence for his/her position, is demonstrably culpable of making no or insufficient efforts to improve his/her functioning during an improvement process. The employee will be notified in writing and substantiated of the expiry of that entitlement.
4. The person involved may object against the decision of the manager to deny him/her the entitlement as referred to in Section 1 based on the provisions in Section 3 in writing with his manager in accordance with the objections procedure.

#### Article 5a Duration and amount of the supplement to the unemployment benefits

1. The supplement to the unemployment benefits ends starting the day on which the benefits end based on the Unemployment Act.
2. Article 43 of the Unemployment Act is of corresponding application to duration of the supplement to the unemployment benefits.
3. The benefits based on the Unemployment Act will be supplemented daily up to 80% of the calculation basis during the first 12 months, up to 75% of the calculation basis during the next 6 months and up to 70% of the calculation basis for the remaining duration.
4. For the determination of the duration of the periods, referred to in de third Section, during which a supplement up to 80% and 75% of the calculation basis takes place:
  - a. Article 43 of the Unemployment Act is not of corresponding application, and
  - b. The periods during which the person involved was entitled to a supplement to the sickness benefits are excluded if the person involved was ill on the date of dismissal or has called in sick within one month following the time of his/her dismissal.
5. Article 47 of the Unemployment Act, second and third Section, is of corresponding application to the amount of the the supplement to the unemployment benefits.
6. For the calculation of the amount of the supplement, the benefits based on the Unemployment Act are deemed to have been

received in full if these were fully or partially denied on the basis of a legal provision or have not been paid or not been paid in full.

#### Article 6 The entitlement to a supplement to the sickness benefits

The person involved who is entitled to benefits based on the Sickness Benefits Act and who would have been entitled to a supplement to the unemployment benefits should he or she not been ill, is entitled to a supplement to the sickness benefits.

#### Article 7 Duration and amount of the supplement to the sickness benefits

1. The duration of the supplement to the sickness benefits is equal to the duration of the sickness benefits. If the entitlement to unemployment benefits cannot be reinstated following the termination of the sickness benefits because no payment duration remains, the supplement to the sickness benefits will end in deviation from the previous sentence as soon as the duration of the unemployment benefits would have expired should the person involved would not have fallen ill.
2. The sickness benefits are supplemented up to the percentage, as referred to in Article 5a, third Section, that would have applied if the person involved would have remained or became unemployed.
3. In deviation from the second Section, the benefits based on Article 3:8 of the Work and Care Act will be supplemented up to 100% of the calculation basis.

4. For the calculation of the amount of the supplement to the sickness benefits, the benefits based on the Sickness Benefits Act are deemed to have been received in full if these were fully or partially denied on the basis of a legal provision or have not been paid or not been paid in full.

#### Article 7a Legal obligations/sanctions

In case an obligation or a sanction is imposed on the benefits the person involved receives pursuant to the Unemployment Act or pursuant to the Sickness Benefits Act, that obligation or sanction will also be imposed mutatis mutandis as a measure applied to the supplementary benefits.

#### Article 8 The entitlement to subsequent benefits

1.
  - a. The person involved who is entitled to a supplement to the unemployment benefits can, as soon as the end of the unemployment benefits has been reached, request to be eligible for subsequent benefits. The person involved is entitled to subsequent benefits if, calculated as of the commencement of the mobility phase, the duration of the benefits based on the Unemployment Act as indicated in the footnote(\*) is shorter than his/her benefits duration based on service time under the condition that the dismissal was granted:
    - Within the framework of a reorganization, where it appeared not to be possible to redeploy the employee in a different position;

- Due to relocation of the service or the department or a part thereof in which the employee was working;
- Due to incompetence or unsuitability for his/her position, other than based on illness or physical defects, unless the person involved was not entitled to supplementary benefits because of the reason mentioned in Article 5, Section 3;
- Due to unsuitability to perform his/her work because of illness.

Unless the person involved:

- In respect of that dismissal is entitled to pension for reaching the pensionable age;
  - Is entitled to WAO benefits or WIA benefits at that time, calculated as work disability of 80% or more;
- b. In respect of that dismissal is entitled to a supplementation or WGA benefits. The person involved, who is entitled to WAO benefits on the date of dismissal, calculated as work disability of 80% or more, is entitled to non-statutory benefits starting the day on which the level of work disability has been determined at a percentage lower than 80%. The amount and duration of the non-statutory benefits are determined as of the date of dismissal due to unsuitability to perform his/her work because of illness.
  - c. The person involved, who is entitled to WIA benefits on the date of dismissal, calculated as work disability of 80% or more, is entitled to non-statutory benefits starting the day on which the level of work disability has been determined at a percentage lower than 35%. The amount and duration of the non-statutory benefits are determined as

of the date of dismissal due to unsuitability to perform his/her work because of illness.

- d. The benefits duration of the person involved based on service time is three months, multiplied by:
  - If he or she has not yet reached the age of 21 on the commencement date of the mobility phase: 18% of his/her service time;
  - If he or she is 21 years old on the commencement date of the mobility phase: 19.5% of his/her service time and increased by 1.5% for every year of age;
  - If he or she is 60 years or older on the commencement date of the mobility phase: 78% of his/her service time, on the understanding that the then calculated benefits duration at least ends on the first day of the calendar month following the month the employee reached the pensionable age of 65 years old.
- e. If the entitlement to unemployment benefits of the person involved following termination of a period of sickness benefits cannot be reinstated because no benefits duration remains, the subsequent benefits will commence, in deviation from the first sentence, as soon as the entitlement to a supplement to the sickness benefits has ended.
2. The Articles 16, 19, 20, 21, 76 and 78 of the Unemployment Act are of corresponding application to the subsequent benefits.
3. In deviation from the second Section, the entitlement to subsequent benefits does not end insofar the person involved:

- a. Is entitled to benefits as referred to in Article 19, first Section, Part a or b of the Unemployment Act, or
- b. Is not entitled to benefits as referred to in Article 19, first Section, Part a or b of the Unemployment Act due to the single fact that his/her insurance on the basis of the laws referred to has ended, or
- c. Is not available to accept work in relation to a situation as referred to under a and b. This is the duration determined with application of the provisions in Article 42, Section one of the Unemployment Act as applicable on April 1, 2005, namely:

To be calculated starting the first day on which the entitlement to benefits has arisen, is the duration of the salary-related benefits at an employment history of at least:

- 4 years, six months
- 5 years, nine months
- 10 years, one year
- 15 years, one and a half year
- 20 years, 2 years
- 25 years, two and a half years
- 30 years, 3 years
- 35 years, four years, and
- 40 years, five years.

## Article 9 Duration and amount of the subsequent benefits

1. The duration of the subsequent benefits is equal to the amount of time with which the benefits duration based on service time, as referred to in Article 8, first Section, under D, exceeds the benefits duration based on the Unemployment Act\*, minus three years. For the employee who is born before January 1, 1950 and who was an employee on April 1, 1997 within the meaning of the FPU scheme basic benefits and supplementary benefits (Article 4, Section 1 in conjunction with Section 3 of that scheme) and in respect of whom the first subsequent benefits end prior to reaching the age of 65, the subsequent benefits will be extended until the age of 65 has been reached.
2. Article 43, first Section of the Unemployment Act is not of corresponding application to the duration of the subsequent benefits. The provisions in Article 5a, fourth Section of this scheme is of corresponding application with respect to the subsequent benefits.
3. The subsequent benefits per day amount to the percentage of the calculation basis, as referred to in Article 5a, third Section, taking into account the period on which the person involved was already entitled to non-statutory benefits.
4. Article 47, second and third Section of the Unemployment Act, is of corresponding application to the amount of the subsequent benefits.

\* See footnote in Article 8, Section 1 under A

## Article 9a Obligations/measures

The obligations and sanctions pursuant to the Unemployment Act with respect to the unemployment benefits will be imposed mutatis mutandis as obligation or measure or imposed on the subsequent benefits.

## Article 10 Invoking the entitlement to non-statutory benefits

1. The Articles 22 up to 27 and 28 of the Unemployment Act are of corresponding application to the supplement to the unemployment benefits and to the subsequent benefits, except in the situation referred to in Article 8, third Section.
2. The Articles 28, 30, 30a, 31, first Section, 37, 38a, first and fourth Section, 44, 45, 49 and 54 of the Sickness Benefits Act are of corresponding application to the supplement to the sickness benefits and to the subsequent benefits, except in the situation referred to in Article 8, third Section.
3. If the person involved has not or nor properly met the obligation, referred to in Article 25 of the Unemployment Act, Article 31, first Section of the Sickness Benefits Act or Article 49 of the Sickness Benefits Act, the non-statutory benefits can be denied temporarily or permanently, fully or partially, by or on behalf of the employer with application of the provisions in Appendix 4.

#### Article 11 Payment of the non-statutory benefits

1. The Articles 30 up to 40 of the Unemployment Act are of corresponding application to the supplement to the unemployment benefits and to the subsequent benefits, except in the situation referred to in Article 8, third Section.
2. The Articles 31, second up to fifth Section, 32 up to 33b, 40 up to 42, 47 up to 48, 50 and 85 of the Sickness Benefits Act are of corresponding application to the supplement to the sickness benefits and to the subsequent benefits, except in the situation referred to in Article 8, third Section.
3. In the situation referred to in Article 8, third Section, Part a, the benefits to which the person involved is entitled, are deducted in full from the subsequent benefits. Article 7, fourth Section, is of corresponding application. This Section is also of application if the person involved was entitled to sickness benefits at the start of his/her subsequent benefits.

### Chapter 3      The death benefits

#### Article 12 The death benefits

1. If the person involved who is entitled to non-statutory benefits dies:
  - a. The death benefits, as referred to in Articles 36 and 36 of the Sickness Benefits Act and Article 23 of the Supplementary Benefits Act, will be supplemented up to 100% of the calculation basis across a period of three months;

- b. Death benefits are granted, if there is no entitlement to death benefits based on the Sickness Benefits Act only because the person involved is no longer insured pursuant to the Sickness Benefits Act, by means of corresponding application of Article 35 and Article 36, first Section of the Sickness Benefits Act. These benefits are supplemented in accordance with the provisions under a.
2. The death benefits, as referred to in the first Section, are paid as soon as possible, but in any case within one month following the determination of the entitlement to the death benefits.
3. Other amounts to which the surviving relatives are entitled in respect of or related to employments of the person involved are deducted from the death benefits, referred to in the first Section, insofar these employments or income from or related to these employments have led to a decrease of the unemployment benefits, the sickness benefits, the allowance based on the Supplementary Benefits Act or the non-statutory benefits of the person involved.
4. Claims against the person involved in respect of undue payments based on this scheme will be settled with the death benefits.
5. The Articles 33 up to 33b of the Sickness Benefits Act are of corresponding application to the death benefits insofar these are unduly paid.

## Chapter 4 Schemes to promote reintegration

### Article 13 Salary supplementation

1. The person involved, whose entitlement to non-statutory benefits has ended in full or partially within the duration, referred to in the sixth Section, due to the commencement of a new employment, except for an employment relationship that is considered employment pursuant to Article 4 and 5 of the Unemployment Act, is entitled to salary supplementation if the salary in his/her new employment is less than the calculation basis.
2. The first Section also applies to the person involved who is not entitled to non-statutory benefits but who would have had this entitlement should he/she not have accepted a new employment. For the application of the First Section, this person involved is treated as if he/she would have been entitled to non-statutory benefits subsequent to his/her loss of working hours.
3. In deviation from the first and second Section, the person involved is not entitled to salary supplementation if his/her non-statutory benefits have been or would have been permanently denied in full.
4. The entitlement to salary supplementation ends:
  - a. Insofar the person involved loses working hours and the entitlement to continued payment of salary on those working hours from his/her new employment;
  - b. As soon as the person involved loses the entitlement to salary payment from his/her new employment while that employment continues to exist;
  - c. Starting a calculation period as referred to in the seventh Section, if the salary in the new employment on that calculation period is no longer lower than the calculation basis;
  - d. As soon as the circumstance, as referred to in this third Section, occurs;
  - e. As soon as the duration of the salary supplementation has lapsed.
5. If the entitlement to salary supplementation has ended based on the fourth Section, Part a, b or c, the person involved is again entitled to salary supplementation if the circumstance causing the termination of the entitlement has ceased to exist and the person involved meets the conditions, laid down in the first or second Section and the third Section within the duration, as referred to in the sixth Section, again. On a period in which an entitlement to salary supplementation exists based on more than one entitlement to non-statutory benefits, only the highest entitlement to salary supplementation will lead to payment.
6. The duration of the salary supplementation is:
  - a. For the person involved, as referred to in the first Section, no later than until the end of the duration of the non-statutory benefits, as determined on the first day of unemployment;
  - b. For the person involved, as referred to in the second Section, no later than until the end of the duration of the non-statutory benefits to which he/she would have been

entitled if he/she would have become unemployment immediately after his/her loss of working hours as a person involved.

7. The calculation period of the salary supplementation is the part of a calendar month on which the person involved is entitled to salary from his new employment and in which the duration, as referred to in the sixth Section, has not yet lapsed.
8. The salary supplementation is equal to the difference between the continued salary in the new employment and the calculation basis, both reduced to the amount applicable on the calculation period.
9. In deviation from the eighth Section, the calculation basis, if the new employment has less hours per week than the non-statutory benefits to which the person involved was entitled or would have been entitled, for the calculation referred to in the eighth Section is multiplied by the hours per week of the new employment divided by the hours per week of the entitlement to non-statutory benefits to which the person involved was entitled or would have been entitled to. If the new employment has no fixed hours or fixed average hours per week, this calculation takes into account the average hours per week in this calculation period, as referred to in the seventh Section. This section is not applied if the hours per week of both the new employment and the entitlement to non-statutory benefits are equal to the hours of a full employment.
10. The person involved who wants to be considered for salary supplementation is obliged to do the following:
  - a. Submit a request for salary supplementation within three months after the entitlement to salary supplementation arises;
  - b. Comply with the control requirements salary supplementation determined by the employer according to Appendix 1;
  - c. Sufficiently try to obtain suitable employment against a higher salary and, should such employment be offered to him/her, accept that employment. If the person involved does not meet these obligations, the Articles 23 and 27 of the Unemployment Act are of corresponding application.
11. Article 25 of the Unemployment Act is of corresponding application to the salary supplementation. If the person involved has not or nor properly met the consequential obligations, the salary supplementation can be denied temporarily or permanently, fully or partially, by or on behalf of the employer with application of the provisions in Appendix 4.
12. The salary supplementation will be paid per month in arrears. The Articles 30 and 36 up to 40 of the Unemployment Act are of corresponding application to the payment of the salary supplementation.
13. For the application of this Article:
  - a. A salary supplementation to which the person involved is entitled on any other account or any other benefit similar in nature and scope to this benefit is deemed to be part of the salary in the new employment;
  - b. The salary in the new employment is determined in the same way as the calculation basis.

#### Article 14 Non-statutory benefits in case of unemployment from a new employment

1. Insofar the person involved who is entitled to non-statutory benefits after accepting a new employment:
  - a. Becomes unemployed again and has a new entitlement to unemployment benefits within the duration referred to in the fourth and fifth Section,
  - b. Is entitled to sickness benefits and would have obtained a new entitlement to unemployment benefits as referred to under a if he/she would not have been sick, his/her entitlement to non-statutory benefits is reinstated in accordance with this article.
2. If the person involved is not entitled to non-statutory benefits as a person involved in respect of his/her loss of working hours, but would have had this entitlement should he/she not have accepted a new employment, he/she is entitled to non-statutory benefits in accordance with this Article insofar he/she:
  - a. Obtains an entitlement to unemployment benefits within the duration of the non-statutory benefits as would apply to him/her as of the date of the loss of working hours as a person involved, or
  - b. Is entitled to sickness benefits and would have obtained a entitlement to unemployment benefits as referred to under a if he/she would not have been sick.
3. The non-statutory benefits, as referred to in the second Section, are permanently denied in full if it would have been permanently

denied in full should no entitlement to unemployment benefits have arisen as a result of the loss of working hours as a person involved.

4. The duration of the non-statutory benefits, as referred to in the first and second Section, is as follows:
  - a. For the person involved, as referred to in the first Section, no later than until the end of the duration of his/her non-statutory benefits, as determined on the first day of unemployment;
  - b. For the person involved, as referred to in the second Section, no later than until the end of the duration of the non-statutory benefits to which he/she would have been entitled if he/she would have become unemployment immediately after his/her loss of working hours as a person involved.
5. Article 43 of the Unemployment Act is not of corresponding application to the duration of the benefits, referred to in the fourth Section.
6. The amount of the non-statutory benefits is equal to the percentage of the calculation basis, referred to in Article 5a, third Section, or Article 9, third Section, that
  - a. Would have been of application to the person involved, referred to in the first Section, if he/she would have has an uninterrupted entitlement to non-statutory benefits starting the first day of unemployment;
  - b. Would have been of application to the person involved, referred to in the second Section, if he/she would have has

an uninterrupted entitlement to non-statutory benefits as a person involved as of the loss of working hours.

7. As long as and insofar the person involved is simultaneously entitled to non-statutory benefits based on this Article and unemployment benefits, sickness benefits, any other non-statutory benefits or a benefit similar in nature and scope to this benefit, the non-statutory benefits based on this Article have the nature of a supplement up to the percentage, referred to in Article 5a, third Section, or Article 9, third Section, that applies to the person involved based on the fifth Section. Article 5a, sixth Section, is of corresponding application.

#### Article 15 Surrender

1. Upon request of the person involved, the entitlement to non-statutory benefits can be surrendered in accordance with the provision in Appendix 2.
2. If the entitlement to non-statutory benefits has been surrendered as of a certain point in time, the person involved no longer has any entitlement based on this scheme on the period starting that point in time, as long as he/she has not obtained a new entitlement to non-statutory benefits based on this scheme.

#### Article 16 Reimbursement of relocation costs

A one-off reimbursement can be granted to the person involved who will be performing work upon his/her request of the costs of a thereto required relocation, according to the provisions in Appendix 3.

## Chapter 5 - Final provisions

Article 17 Adjustment payment percentages in case of alteration of the payment percentages based on the Unemployment Act

If the level of the benefits pursuant to the Unemployment Act is subject to a general alteration, the CLA partners will discuss the possible consequences for this scheme.

#### Article 17a Implementing provisions

1. In cases not covered by this scheme, the employer decides.
2. In exceptional individual cases the employer - taking into account the facts and circumstances - may deviate favorably from the provisions in this scheme.
3. The provisions with respect to work disability only apply insofar possible upon concurrence of the law WIA (Law on Work and Income in accordance with Capacity for Work).

#### Article 18 Transitional provisions

1. With respect to severance payments granted on a date prior to the commencement date of phase 2 of the Law on Government Personnel under Employee's Insurances, namely January 1, 2001, the scheme as applicable on December 31, 2000, remains in force.
2. The Scheme non-statutory entitlements in case of unemployment ABP | Loyalis shall lapse as of October 1, 2006.

3. The Scheme non-statutory entitlements in case of unemployment ABP | Loyalis continues to apply to employees for whom the termination of employment was recorded in writing prior to October 1, 2006 with effect on or after October 1, 2006, which shows from an request submitted to the CWI (Center for Work and Income) for a dismissal permit prior to October 1, 2006 or from an request submitted to the district court for dissolution of the employment prior to October 1, 2006.
4. The scheme continues to apply to persons involved to whom a non-statutory benefit was granted prior to October 1, 2006, based upon which they receive non-statutory benefits.
5. The mentioned scheme and the related implementing provisions continue to apply to persons involved whose dismissal commenced prior to January 1, 2007 and to whom a supplementation was granted with application of the Supplementation scheme partially disabled persons ABP | Loyalis, as applicable on December 31, 2006.

#### Article 19 Entry into force and reference title

This scheme can be referred to as “Scheme prevention, reintegration and non-statutory entitlements in case of unemployment”.

#### Appendix 1

Control requirements as referred to in Article 14, tenth Section of the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment.

#### Article 1

For the purpose of these requirements, the following definitions apply:

- a. Employer, person involved: The definition provided for in the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment;
- b. Salary supplementation: A salary supplementation as referred to in Article 14 of the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment;
- c. ASP: The entity appointed by employer to implement the Scheme prevention, reintegration and non-statutory entitlements on his behalf.

#### Article 2

The person involved who wants to be eligible for salary supplementation, submits a request to the ASP. This request is made by means of an application form made available by ASP that has been filled out completely and correctly, containing the appendices requested and signed by the person involved.

#### Article 3

The person involved who submitted a request for salary supplementation is obliged to:

- a. Report periodically, at the times and in the way ordered by ASP, on the work performed and the income received from

those activities on the period in which he/she claims salary supplementation;

- b. Appear upon request of ASP at an indicated time and place;
- c. Facilitate inspection by ASP employees who are able to identify themselves by means of an authorization to that end;
- d. Immediately inform ASP of an alteration in place of residence;
- e. Allow access to and provide copies at cost of books, documents, papers and other data carriers upon request of ASP, insofar these data may be relevant for the entitlement to salary supplementation or for the amount of the salary supplementation paid to the person involved;
- f. Submit statements to ASP upon request supplied and signed by his/her new employer or new employers or relevant third parties in which the correctness of the data provided by the person involved with respect to the salary supplementation is confirmed.

## **Appendix 2**

Rules with respect to surrender of the entitlement to non-statutory benefits as referred to in Article 16 of the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment.

### Article 1

For the purpose of these rules, the following definitions apply:

- a. Employer, person involved, calculation basis, non-statutory benefits, Unemployment Act, Sickness Benefits Act: The definition provided for in the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment;
- b. Surrender: Surrender as referred to in Article 16 of the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment;
- c. Date of surrender: The date as of which the entitlement to non-statutory benefits is surrendered;
- d. ASP: The entity appointed by employer to implement the Scheme prevention, reintegration and non-statutory entitlements on his behalf.

### Article 2

The person involved is able to surrender his/her entitlement to non-statutory benefits for the remaining duration if he/she starts performing work as an independent entrepreneur or expands his/her existing work as an independent entrepreneur.

### Article 3

1. The person involved who wants to surrender his/her entitlement to non-statutory benefits, submits a surrender request to ASP, signed by him/her. This request contains the reason for surrender and the desired date of surrender.

2. The person involved can withdraw his/her request for surrender as long as the lump sum has not been paid yet. ASP confirms the receipt of the withdrawal in writing to the person involved.

#### Article 4

1. Within one month following the date of surrender requested by the person involved or, should this be later, within one month after ASP received the request for surrender, ASP will inform the person involved in writing on the intended decision, if:
  - a. It has the intention to honor the request, or
  - b. ASP is of opinion that there is a reason not to honor the request as of the date of surrender mentioned by the person involved, but as of another date. This communication by ASP contains the amount of the lump sum that would apply to the intended decision and provides the person involved with a reasonable period to confirm, adjust or withdraw his/her request for surrender.
2. ASP takes a decision on the request for surrender as soon as possible following the receipt of a confirmation or adjustment as referred to in the first Section.
3. ASP will deny the request for surrender if the person involved despite repeated requests:
  - a. Has not duly demonstrated that a circumstance has occurred as referred to in Article 2, or
  - b. Is not responding to the communication as referred to in the first Section.

#### Article 5

1. The lump sum will be determined at 30% of the amount of non-statutory benefits the person involved would have received as of the date of surrender if the circumstances, referred to in Article 2, that are cause for the person involved to submit a request for surrender would not have occurred.
2. For the calculation of the lump sum, the following consequences will not be taken into account:
  - a. Indexations of the calculation basis on a date after the date of surrender;
  - b. A possible entitlement of the person involved to benefits based on the Sickness Benefits Act on or after the date of surrender;
  - c. Other circumstances occurring on or after the date of surrender, insofar these circumstances have no effect on the non-statutory benefits on the period prior to the date of surrender.

#### Article 6

1. The lump sum will be paid within one month following the communication of the decision to honor the request for surrender in writing to the person involved.
2. Claims against the person involved in respect of undue paid amounts based on the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment can be settled with the lump sum payment.

3. The Articles 36 up to 36b of the Unemployment Act are of corresponding application to the lump sum insofar this is unduly paid.

### **Appendix 3**

Rules with respect to the reimbursement of relocation costs as in Article 17 of the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment.

#### Article 1

For the purpose of these rules, the following definitions apply:

- a. Employer, person involved, non-statutory benefits: The definition provided for in the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment;
- b. Travel distance: The distance between the place of resident and the work location, determined in the way as is usual for the income tax at the time of the decision to the request of the person involved;
- c. ASP: The entity appointed by employer to implement the Scheme prevention, reintegration and non-statutory entitlements on his behalf.

#### Article 2

1. The person involved is entitled to reimbursement of relocation costs if:

- a. He/she is entitled to a non-statutory benefit that is not permanently denied in full and of which the duration is not expiring or without the acceptance of work would have been expired within 12 months following the commencement date of the work, and
- b. He/she accepts work that expectedly will last at least 12 months, and
- c. Those activities lead to termination of his/her entitlement to non-statutory benefits for at least half the number of hours per week to which he/she was entitled immediately prior to the commencement of that work, and
- d. Relocation is necessary in order to accept that work.

2. Relocation is deemed to be necessary for the acceptance of work if those activities consist of a new employment, the person involved is required to live within a certain area in respect of this employment, the person involved is living outside that area and he/she is relocating to that area.
3. Relocation is also deemed to be necessary for the acceptance of work if the travel distance between the place of residence of the person involved and his/her location for the work prior to the relocation is at least 50 kilometers and after the relocation no more than 15 kilometers.

#### Article 3

1. The person involved who wants to be eligible for reimbursement of relocation costs submits a request signed by him/her to ASP. The request contains the nature, the hours per week, the

commencement date and the location of the work, the relocation date and the new home address.

2. A request for reimbursement of relocation costs will not be processed anymore if it was received by ASP more than 6 months after the relocation it concerns.
3. The person involved provides ASP upon request with proof of his/her relocation and of other facts and circumstances that may be of importance for the entitlement and the amount of the reimbursement of relocation costs.
4. ASP will respond with its decision to the request for reimbursement of the relocation costs within one month following the relocation or, if this is later, within a month following the receipt of the request for reimbursement of relocation costs.

#### Article 4

1. The reimbursement of relocation costs is € 1,361.34.
2. If the person involved receives a reimbursement of relocation costs in relation to his/her new work on any other account, that reimbursement will be deducted from the amount referred to in the first Section.

#### Article 5

1. The reimbursement of relocation costs will be paid within one month after the request for reimbursement of relocation costs is

honored in writing to the person involved or, if that is later, within one month following the relocation.

2. Claims against the person involved in respect of undue paid amounts based on the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment can be settled with the lump sum payment of the reimbursement of relocation costs.
3. The Articles 36 up to 36b of the Unemployment Act are of corresponding application to a reimbursement of relocation costs this is unduly paid.

#### Appendix 4

Scheme sanctioning infringement duty of information as referred to in Article 10, third Section and Article 14, eleventh Section of the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment.

#### Article 1 Definitions

For the purpose of this scheme, the following definitions apply:

- a. Employer, person involved, non-statutory benefits, salary supplementation, Unemployment Act, Sickness Benefits Act: The definition provided for in the Scheme prevention, reintegration and non-statutory entitlements in case of unemployment;

- b. Duty of information: The obligation, referred to in Article 25 of the Unemployment Act, Article 31, first Section of the Sickness Benefits Acts or Article 49 of the Sickness Benefits Act, insofar these provisions are of corresponding application to non-statutory benefits or the salary supplementation;
- c. Detriment amount, fine, category: The definition provided for in the Penalty decision social security legislation;
- d. Measure: A full or partial refusal of the non-statutory benefits or the salary supplementation as referred to in Article 3;
- e. Pressing reason: A pressing reason as referred to in the Unemployment Act and the Sickness Benefits Act;
- f. ASP: The entity appointed by employer to implement the Scheme non-statutory entitlement on his behalf.

#### Article 2 Warning

If a written warning would have been sufficient with respect to the non-fulfillment or improper fulfillment of the duty of information pursuant to the Unemployment Act or the Sickness Benefits Act, the person involved will be given a written warning.

#### Article 3 Measures

1. If pursuant to the Unemployment Act or the Sickness Benefits Act with respect to the non-fulfillment or improper fulfillment of the duty of information:

- a. A fine would have been imposed of the first or second category, the non-statutory benefits respectively the salary supplementation is refused during 13 weeks;
  - b. A fine would have been imposed of the third or fourth category, the non-statutory benefits respectively the salary supplementation is refused during 26 weeks;
  - c. A fine would have been imposed of the fifth or a higher category, the non-statutory benefits respectively the salary supplementation is refused permanently in full.
2. For the determination of the category of fine that would have been imposed, the calculation of the detriment amount excludes the benefits pursuant to the Unemployment Act and the Sickness Benefits Act and independently takes into account the non-statutory benefits and the salary supplementation.
  3. The measures, referred to in the first Section, shall take effect upon the start of the period on which the person involved has not fulfilled or improperly fulfilled the duty of information with respect to his/her non-statutory benefits respectively salary supplementation. If this involves multiple periods, the detriment amount on those periods will be aggregated and the measure takes effect upon the start of the first of those periods. Periods on which a measure has already been imposed or a written warning is given or to which Article 4, first Section applies, will be excluded.

#### Article 4 Culpability

1. If the person involved has not fulfilled or improperly fulfilled the duty of information and he/she is not at all culpable of this failure, no measure will be imposed and no written warning is given.
2. If ASP, considering the extent to which the person involved can be found culpable of infringement of the duty of information, deems the measure determined based on Article 3 too severe, the measure immediately below can be imposed. For the application of Article 3, Section 1 under a, this means a written warning is sufficient.

#### Article 5 Repeated infringement

If the person involved was notified in writing that a measure was imposed on him/her based on this scheme and he/she again infringes the duty of information within two years following this communication, ASP may impose the measure immediately above.

#### Article 6 Pressing reason

If pressing reasons exist, ASP may decide to refrain from imposing a measure.

## Appendix 6 – Call center on-call employees

As the nature of the on-call work involves flexible deployment dependent on the supply of work, the following rules apply to on-call employees working in the call center:

- a. The weekly schedule for the following week is established every Thursday;
- b. The schedule will be established on the basis of and taking into account the days and hours on which an employee has indicated he/she is available;
- c. The minimum number of hours of work per week is 12 hours and the maximum 38 hours per week;
- d. The variable working hours do not apply to them;
- e. The business hours are those prevailing within the company stipulated in Chapter 9, Section ;
- f. The gross annual hours of work will be established on the basis of the average hours of work per week, i.e. 52 x .... hours = .... hours. The gross annual hours of work include the public holidays referred to in Chapter 7, Section 6, of the APG Group CLA and the vacation hours for one calendar year;
- g. On public holidays – if they fall on a working day – the employee will be deemed to have worked a standard three hours;
- h. Overtime will be deemed hours worked:
  - Outside business hours;
  - Within business hours, but hours exceeding eight hours of work on one working day;
  - Special leave due to unexpected circumstances. If the circumstance arises on a day that the employee in question is scheduled to work, then the scheduled hours count as special leave;

**Appendix 7 Social Plan January 1, 2023 until  
January 1, 2026**

Thus agreed and signed on January 30, 2023

**On behalf of APG,**

APG Groep N.V.  
APG DWS and Fondsenbedrijf N.V.  
APG Asset Management N.V.

**On behalf of the trade unions,**

FNV

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