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APG Group CLA

From January 1, 2022 to January 1, 2023

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COLLECTIVE LABOR AGREEMENT

APG Groep N.V., APG Asset Management N.V., APG DWS en Fondsenbedrijf N.V., collectively referred to as APG Group, each acting jointly and individually as the party on one side

and FNV, with its registered office in Utrecht, De Unie, with its registered office in Culemborg, VCPS, with its registered office in Den Haag and Door, with its registered office in Heerlen, each acting jointly and individually as the party on the other side.

have entered into the following collective labor agreement.

Chapter 1. General provisions

Section 1. Definitions and abbreviations

1. APG Group

The collective labor agreement (CLA) party on one side consisting of the companies APG Groep N.V., APG Asset Management N.V. and APG DWS en Fondsenbedrijf N.V.

2. Working hours on an annual basis – normal hours of work

On an annual basis, the average hours of work are 36, 38 or 40 hours per week. These working hours correspond to a full-time employment contract.

3. Company

Any of the organizations of the APG Group referred to under paragraph 1. of this section.

4. Office location

The various office locations of the employer distinguished for the benefit of the application of the Social Plan. The term Office Location is explained in more detail in Appendix 1 of the Social Plan.

5. Cla

This collective labor agreement for APG Group, including the annexes.

6. Cla parties

APG Group and the trade unions.

7. Part-time employment

An employment contract whereby you work fewer hours on an annual basis than under a full-time employment contract applicable to your job.

8. Part-time employee

You are deemed a part-time employee (part-timer) if, in accordance with your employment contract, you work fewer hours than would be the case if, doing the same job, you had a full-time employment contract. You are, moreover, only paid for the hours specified in your employment contract.

The provisions of this CLA apply to a part-time employment contract pro rata a full-time contract, unless otherwise stipulated in a specific provision. Your individual hours of work are, therefore, compared to the hours of work of a full-time employee.

9. Duration of employment (Length of service)

The number of years an employee has been employed by the employer or the employer's predecessor (predecessors) including the period spent working for a third party (parties) on behalf of the employer (when establishing the period of employment, account will be taken of the provisions in this respect in the Dismissal Scheme [Ontslagregeling] and the "UWV Implementation Rules for Dismissals on Economic Grounds" will be taken into account when determining the length of the employment).

10. Position

The job title as registered in the personnel administration or – if this is insufficiently in line with the actual

situation – the interplay of activities structurally assigned to the employee by the employer.

11. Job group

The group in which, on the basis of the job description and job evaluation, your job is classified and linked to a salary scale.

12. Loss of income

Loss of income means the difference between the current gross monthly income earned should the employee remain in the service of the employer until he/she reaches the state pension age, on the one hand, and the income the employee can expect to earn after termination of his/her employment until the state pension age on the other. In respect of the expected income, the assumption (at the time of the current Social Plan becoming effective) is that the employee will, in the first two months, receive an unemployment benefit of 75% and, subsequently, 70% of the gross daily benefit wage applicable to him/her during the period he/she has a right (or would have a right) to benefit by virtue of the Unemployment Act. This may be deviated from if the benefit differs in the country where the employee lives.

13. Annual income

The monthly income multiplied by 12 plus, where applicable, variable remuneration, the vacation allowance and the end-of-year bonus.

14. Annual salary

The monthly income multiplied by 12.

15. Month

A calendar month.

16. Monthly income

The monthly salary plus all the fixed monthly allowances. For the calculation of the APG compensation based on the Social Plan - if applicable- the average received variable remuneration over the past three years is taken into account when determining the monthly income. Variable remuneration is not taken into account in other instances.

17. Monthly salary

The incremental amount in the salary scale applicable to you.

18. Standard salary

The amount in the salary scale with an RSP of 100%.

19. On-call employees

An employee who, dependent on the supply of work, can be called on to come to work.

20. Overtime

Work you undertake outside your own rota on the instruction of your manager.

21. Partner

- Your spouse;
- the person with whom you have entered into a registered partnership;

- the unmarried person, not being a relation by blood or affinity either once or twice removed, with whom you have concluded a notarial cohabitation contract and with whom you demonstrably run a joint household and care for one another.

22. Personal allowance (PA)

The personal allowance as this has come into being as of November 1, 2015 as a result of the combination of the PA2013, the PA2005 and the PA Conversion.

23. Reorganization

A downsizing or change to the work which results in job changes, the redeployment of employees and/or redundancies, all having consequences for the legal position of the employees concerned.

24. Rota

Your working timetable stipulating the days and times you have to undertake work.

25. RSP

The salaries are expressed in a relative salary position (RSP). This shows the position of your salary compared to the standard salary (RSP 100) in your salary scale.

26. Salary

The gross monthly salary agreed between an employee and the employer (scale and RSP) as referred to in the current CLA.

27. Salary perspective

The standard salary (RSP 100) of the scale in accordance with which an employee is paid.

28. Informing in writing

When the employee is informed in writing, the employee is informed in such a manner that the date of receipt is recorded objectively (for example notification of receipt, delivery confirmation email).

29. Place of work

The place where you usually undertake your work. This could be an office of your employer or your home address.

30. Total fixed income (TFI)

12 monthly salaries, increased by the vacation allowance and end-of-year bonus.

31. Interchangeable jobs

Jobs with different job titles but which in respect of their nature, content, job level, essential competencies, remuneration and circumstances are mutually comparable and equivalent and which can, for the implementation of the Dismissal Scheme, be considered the same job. The point of departure is that an employee must be almost immediately deployable in the other – interchangeable – job.

32. Hourly salary

The monthly salary divided by:

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

33. Hourly wage

The hourly salary plus any vacation pay, end-of-year bonus, temporary responsibility allowance, and PA.

34. Trade union(s)

The employees' organizations with which this CLA has been concluded. CLA parties on the other side are: FNV, with its registered office in Utrecht, De Unie, with its registered office in Culemborg, VCPS, with its registered office in The Hague and DOOR with its registered office in Heerlen.

35. Determining point of departure in connection with the proportionality principle

Prior to carrying out a reorganization, an inventory will be taken of the personnel and service details of the employees on the basis of the staff complement plan. In this context, the point of departure in respect of the relevant employees' lengths of service and job will be recorded in writing and provided to the employees concerned.

36. Hours of leave

The number of hours you may take annually as leave or vacation.

37. Full-time employment

An employment contract whereby, on an annual basis, you work an average of 36, 38 or 40 hours per week and, which is, in the job relevant to you, deemed full-time employment.

38. Employer

A company belonging to the APG Group, as defined in paragraph 1 of this section, with which you have concluded an employment contract.

39. Employee

Any person who has concluded an employment contract with a company, as defined in paragraph 1 of this section, and is classified in one of the salary scales listed in this CLA (I to XIII inclusive).

If you are employed as an intern, vacation worker or apprentice as referred to in the Adult and Vocational Education Act [Wet educatie en beroepsonderwijs], you are not deemed an employee within the meaning of this CLA.

40. Working hours

The hours which, in accordance with your rota, you must undertake your work.

Section 2. Scope of application

1. With the exception of vacation workers, interns or apprentices, as referred to in the Adult and Vocational Education Act, and the other paragraphs of this section, the terms of employment in this agreement apply to every employee classified in scales I to XIII (inclusive).
2. For the application of the chapter about income (chapter 5 of this CLA) a number of exceptions apply for employees in Asset Management Front-Office jobs:
 - The APG salary scales do not apply for employees in Asset Management Front-Office jobs in scales XII and XIII. Separate Asset Management salary scales apply for these employees which are in line with the remuneration market for Asset Management in the Netherlands.

- The RSP system (section 10 of chapter 5) applies to all Asset Management-employees for the growth of their salaries up to the 110% level of the corresponding APG salary scale also when the applicable scale maximum for the job or the guarantee salary applicable for the employees is higher. The to be applied growth percentages are based on the corresponding APG salary scale.
 - The AM Front Office consists mainly of jobs that form part of the Hay Group Asset Management Compensation Survey into the remuneration of front-office asset management jobs. This concerns jobs in the field of, for instance, trading, portfolio management, risk management, fiduciary management, responsible investment & governance, client relations management and strategic portfolio advice as well as the immediate managers thereof.
3. If an employment contract is concluded with an employee for fewer hours than stipulated in chapter 4, section 1, then this will have consequences for the work-related terms of employment, unless otherwise provided for in specific provisions.

Chapter 2. Entry into employment

Section 1. Written confirmation

When you enter the employment of APG Group, you will receive a written employment contract. This will include:

- a. your personal details;
- b. the place where you will usually undertake your work (place of work);
- c. the date of your entry into employment;
- d. whether you are entering into a full-time or a part-time employment contract, stipulating the prevailing average working hours per week on an annual basis;
- e. the duration of the employment contract (fixed-term or open-ended);
- f. the probationary period;
- g. the title of the job you are to do, the job group and salary scale in which you will be classified;
- h. your salary (the attributed RSP);
- i. the pension scheme applicable to you;
- j. your entitlement to hours of leave;
- k. any special terms applicable to you (such as a non-competition clause);
- l. the notice period;
- m. a statement that the APG Group CLA and all other general schemes are applicable to you and that you are familiar with the content of these.

Section 2. Probationary period

When you enter employment, there will be a two months' probationary period. This applies to both you and APG Group. Either you or APG Group may agree to stipulate a shorter probationary period in your employment contract. If it concerns an employment contract for a duration of six months or less, no probationary period applies.

Section 3. Duration of the employment

1. The employment contract you enter into could be either for a fixed term or open ended.
2. Your employment contract will stipulate which form of employment applies to you. If it is a fixed-term employment contract, the duration of the contract will be stipulated.

All the information about termination and notice periods can be found in chapter 14 ('Terminating employment').

Section 4. Cla on APG Group's intranet

Once you enter employment, you will be able to access APG Group's intranet where you will find information about the APG Group CLA and any other company schemes applicable to you.

Chapter 3. General obligations

Section 1. General obligations of the employer

1. Employment contract and CLA

As an employee you will receive an individual employment contract in writing from APG Group. This stipulates that this CLA, and any later amendments to it, form an integral part of the employment contract concluded with you.

2. Availability of the CLA

The text of this CLA can be found on APG Group's intranet.

3. Information about rules and regulations

APG Group will issue you with information about the rules and regulations you must comply with at work. These include, for example, instructions about the way in which you should undertake your work, as well as information about APG Group's regulations and codes of conduct. The texts of the rules, regulations and codes of conduct are available on APG Group's intranet.

4. Reorganizations

As far as possible, APG Group strives to avoid involuntary redundancies by increasing the employability of its employees. APG Group and the trade unions have made arrangements for suitable solutions; these are included in the Social Plan (annex 8 of this CLA). APG Group always informs the trade unions of any intended reorganizations by sending the trade unions a copy of the request for advice submitted to the Works Council.

5. Right of grievance

APG Group has procedures to handle grievances and objections in respect of:

- general grievances;
- the application of the Social Plan;
- job evaluation;
- assessment;
- (sexual) harassment;
- Including the HR Cycle process, the possibility of providing informal care, flexible working or equal pay;
- Exclusion from the BWWV scheme in the event that the employee has demonstrably culpably made no or insufficient effort to improve an established unsatisfactory performance.

These procedures can be found in annex 3 of this CLA.

6. Working conditions

APG Group is responsible for the health and safety of its employees to the extent this involves work-related aspects and operates a policy focused on optimum working conditions. Within this general working conditions policy, APG Group has a policy aimed at preventing and – if that is not possible – limiting psychosocial work stress.

Section 2. General obligations of the employee

1. Promoting business interests

As a good employee, you will promote the interests of the APG Group and comply with all the rules, regulations and instructions applicable to you.

2. Reasonable instructions

You will undertake all reasonable instructions issued by your manager. This applies even when you have to do work other than your normal work or when you have to go to another location. Your manager will, however, always consult you prior to issuing such instructions.

3. Working times

- a. In respect of both working times and breaks, you will take account of the current provisions of the working times scheme prevailing in designated places in the company.
- b. You should obey any instruction from your manager to work overtime to the extent this can reasonably be asked of you.

4. Living in the area where you work

If you have entered into an open-ended employment contract, you may be obliged to live in or near the place of your work should this be deemed necessary from the perspective of business interests.

5. Corporate clothing

If applicable, you must wear the corporate clothing prescribed for your job by APG Group. You will not have to bear any of the costs associated with compliance with this requirement. The costs of cleaning and repair will be funded by APG Group.

6. Confidentiality

- a. In the course of your work, you will learn a great deal about APG Group. APG Group may require confidentiality on you in respect of certain information. In such cases, you may not impart any of that information to another party.
- b. All employees are subject to complete confidentiality in respect of business matters and information which, in all reasonableness, you should be aware or could assume is of a confidential nature.
- c. You are also obliged to comply with the terms agreed by APG Group with third parties when securing assignments, to the extent APG Group has informed you of these terms or you could have been aware of them.
- d. The duty of confidentiality applies throughout the period of employment and for a period of 5 years after termination of employment.

7. Health and safety

When working you must avoid endangering yourself and others. In this context, you must comply with the guidelines issued by APG Group in respect of health, safety and wellbeing and make use of the prescribed security features and safety measures.

8. Other paid activities

- a. Prior to entering employment, you must inform APG Group of any other paid activities.
- b. When you are employed by APG Group, you may only undertake other paid activities or accept an additional job, if APG Group has given you prior written permission.
- c. It will never be permissible to undertake other paid activities or accept additional jobs if:

- this involves activities which compete with APG Group or any of APG Group's affiliated companies;
- the jobs are incompatible;
- in combination with your own job, it would be too stressful for you (physically or mentally);
- it damages or could damage the interests or good name of APG Group.

9. Code of conduct - integrity

- a. The code of conduct applies to every employee. You are obliged to sign a statement which states you understand the content of this code of conduct and that you will comply with the provisions of the code.
- b. Only with due observance of the relevant provisions in the code of conduct are you, as an employee, allowed to give to or accept from (potential) business contacts of the employer gifts, commissions or payments; irrespective of whether the giving or accepting is done directly or through the intermediation of another party or parties.

10. Industrial and intellectual property

- a. APG Group is the sole owner of the results of your work and the intellectual property contained in this work. It makes no difference whether you work alone or with others. This applies at all times, whether it relates to activities carried out in your work or in making use of the knowledge and skills derived from APG Group, or to the results and intellectual property rights related to the entrepreneurial activities of APG Group. It relates, for example, to inventions, acquired results, models, devised ways of working, marketing concepts, brands/makes, business methods, drawings, software, data bases, written and/or created works, etcetera.
- b. You must, as quickly as possible, inform APG Group of these results. You may not publish and/or make known any knowledge or results referred to in this section.
- c. APG Group is entitled to establish industrial property rights on these results, both within the Netherlands and abroad, such as brands and domain names, patents and design rights. You hereby transfer all these rights to APG Group. You will cooperate with APG Group to ensure these rights are established or acquired, are available now and retained in the future, and can be exercised. The costs of acquiring, having, retaining and exercising these rights are for the account of APG Group.
- d. If APG Group opts not to make use of the results you have achieved, APG Group may waive its property rights. In this context, you may – in principle within three months – submit a written request. APG Group may attach certain terms to this waiver.
- e. If APG Group makes use of a right in respect of a patent, you will receive a reasonable payment for this.

Chapter 4. Working hours

A. Length of working hours

Section 1. Written confirmation

1. APG Group has full-time employment contracts with differing scopes.
2. On an annual basis, the average hours worked under a full-time employment contract are 36, 38 or 40 hours per week. The employer decides the hours applicable to your full-time employment contract.
3. Your employment contract stipulates the scope of full-time employment for an employee doing your job.
4. If your job is classified in salary scale XII or higher, the scope of your full-time employment contract is an average of 40 hours per week on an annual basis.

Section 2. Part-time work and adjusting working hours

1. You may choose to work part-time. This will have consequences for any terms of employment related to working hours.
2. The Working flexible working Act [Wet flexibel werken] applies to a request to work part-time or to adjust your existing part-time working hours. In principle, a request to adjust your working hours will be honored by APG Group unless, on the grounds of a substantial business interest, this cannot be expected of the employer. In response to a request to increase your working hours (when working part time), there will always be deemed to be a substantial business interest if this increase means you would be exceeding the working hours for the full-time employment contract applicable to you, or if there is insufficient work, staff capacity or budget.

B. Business hours and working hours

Section 3. Working hours

The working hours are on average 36, 38 or 40 hours per week on an annual basis.

Section 4. Work where and when you want

1. You decide where and when you work together with your team and supervisor. At your own initiative, this can include evenings or at the weekend. In this process, please keep in mind the requirements of business operations and the Working Hours Act. .
2. Individual working hours or agreed-upon working hours are recorded in a rota only for those groups of employees where a rota is necessary from an operations management perspective. These groups will be identified in consultation with the Works Council.
3. In respect of on-call employees, a rota will be established by the manager weekly on the basis of the supply of work in the forthcoming week. The specific agreements made in respect of on-call employees are included in annex 6 of this CLA.

Section 5. Overtime

1. Overtime is work you undertake on the instruction of your manager outside your contract hours and applies only to the extent you cannot compensate for these hours on a weekly basis. If you are among the designated group of employees who work on a rota, any work you are assigned by your manager outside of your applicable rota is deemed overtime work. APG Group tries to limit overtime work, as far as possible.
2. In the case of necessity, as determined by the employer, you may be obliged to work overtime to the extent the employer takes account of all statutory provisions, the provisions of this CLA and the principle of reasonableness.

Chapter 5. Income

Section 1. Remuneration system

Remuneration consists of fixed income and, where applicable, variable income. The fixed incomes are divided into 13 salary scales.

A. Fixed income

Section 2. Job groups

The fixed income is related to the job group in which the job is classified. Each job falls into a job group and each job group is linked to a salary scale. There are 13 job groups in total.

Section 3. Job evaluation

1. APG Group applies the Hay method in respect of job descriptions and job evaluation. This focuses on establishing the contribution a job is expected to make to the realization of a company's targets and what the job requires to be able to provide this contribution.
2. The content of the job, as specified in the job description, determines the weight of the job expressed in a total number of points. The total is decisive for the classification in a job group. In the case of new or changed jobs, a job description will be compiled by your manager in accordance with a standard format and after consulting you. The essence of the job description is the results which have to be achieved in the job.
3. For jobs with a clear career path, it is possible to compile a job description in the form of a job family. That is a successive series of jobs which, in terms of duties, are not actually different but where there is indeed an increasing complexity and/or an expansion of responsibilities causing the job to demand a higher level of knowledge and skills.

Section 4. Classification committee

1. The Hay method is used to classify jobs in the salary scales I to XIII (inclusive). The classification committee awards a job level (classification) to a job description.
2. The classification committee consists of line managers and the HR Director. The classification committee sends a classification decision to the responsible line manager. Your manager will inform you of the classification of your job and explain this decision to you.

Section 5. Salary scales

1. Each scale has a minimum, a maximum and a (maximum) extension.
2. The position of your salary in the scale is expressed by the term Relative Salary Position (RSP). The RSP indicates the part your salary is of the scale maximum (RSP 100).
3. Scale maximum (RSP 100): the maximum of the scale.
4. Scale minimum: the minimum level at which an employee can join the scale.
5. Each scale can be extended to an RSP of 110%. You can only reach the extension through discretionary increases granted by the manager.
6. The salaries and the salary scales are increased by 2.75 % as of January 1, 2022. The minimum, maximum and extension salaries applicable as of January, 1 2022 are specified in annex 1. The amounts are fixed annual salaries, including the vacation allowance (8%) and end-of-year bonus (8.33%), which are paid out separately. You will receive your salary in 12 monthly payments, the 8% vacation allowance in May and the 8.33% end-of-year bonus in December.

B. Rules for classification

Section 6. Personal classification

When you enter employment you will be classified in the salary scale corresponding to your job. The level when you join will at least be the minimum of the scale.

Section 7. Promotion

Promotion is when you are appointed to another job classified in a higher job group and you are classified in a higher salary scale.

Section 8. Salary when classified in a higher scale

1. On promotion, the existing gross salary will be increased by 4%. The scale maximum of the new salary scale may not be exceeded and the salary will at least be equal to the minimum of the new salary scale. If, after the increase has been applied, your salary is still below the scale minimum, you will be awarded the scale minimum. In the event of promotion, the definitive scale classification will only be awarded when you undertake the job in its entirety.
2. If a job evaluation results in a higher classification, the existing gross salary is increased by 4% and you will receive the corresponding new salary from the date on which the position is classified higher. If, after the higher classification, your salary is below the scale minimum, you will be awarded the scale minimum.

Section 9. Salary when classified in a lower scale

1. Both you and the employer may take the initiative to raise the question of a job in a lower scale. This option will be discussed within the context of a personal development plan as part of the HR Cycle. One condition is that both you and the employer are of the opinion that a job in a lower classification will enhance your future deployability. As a rule, the job will be classified in a group no more than one level below your current job.
2. The employer can take the initiative to classify an employee in a lower scale as a form of demotion due to unsatisfactory performance, as a reevaluation of the job, or in the event of organizational changes (reorganizations).
3. Scale classification rules

You will be horizontally classified in the lower salary scale, but your salary will never exceed the maximum salary in the lower salary group. Any difference between this salary and the old salary (salary according to the scale including the PA, if any) will be awarded as an allowance on top of the new salary; this allowance will be included in your pension accrual.

- a. If you are classified in a lower scale as a result of a reevaluation of your job, the allowance will not be increased in line with general salary increases. The allowance will be frozen and increases in the scale salaries deducted from the allowance.
- b. If you are classified in a lower scale as a result of an unsatisfactory performance or a reorganization, your allowance will not be increased in line with general salary increases and will be run down over a four-year period.

- year 1: 100%
- year 2: 75%
- year 3: 50%
- year 4: 25%
- from year 5: 0%.

4. If, at your own request, you wish to work in a job in a lower scale, you will – if there is an available job – be classified in the lower scale with the corresponding salary as of the date that you start working in the lower-classified job.
5. Scale classification rules
You will be horizontally classified in the lower salary group, but your salary will never exceed the maximum salary in the lower salary group (RSP 100%).
6. When in the case of demotion an employee is placed in a lower scale than in which this employee worked previously and the RSP was higher than 100 in the pas, the employee is classified in the lowest enjoyed RSP of this scale with a maximum RSP of 110.

C. Individual salary adjustment

Section 10. Personal classification

1. If you have not yet reached the maximum of your scale (100 RSP), your remuneration will increase annually on January 1st in fixed increments up to maximum 100 RSP, as shown in the table below:

RSP	<80	80.00 to 85.49	85.50 to 89.49	89.50 to 100.00
Increase in salary (in percentage points of RSP 100)	7.0	5.0	3.0	2.0

NB: an RSP is expressed as a percentage to 2 decimal points. Examples:

- At an RSP of 91, the RSP increases by 2 percentage points, in accordance with the table. The new RSP is 93.
- With an RSP of 99, the fixed step of 2 results in an RSP of 100. This is because the maximum RSP achievable with the fixed steps is 100.

Managers have discretionary power to make positive deviations from the fixed salary increments. If an employee demonstrates exceptional performance for an extended period of time, the manager may grant a larger RSP increase and/or allow the RSP to rise above 100 RSP to a maximum of 110 RSP. This discretionary increase is for exceptional performance and will be recognizable to the setting.

2. There will be no salary increase if you entered employment on or after July 1 of the relevant year

Section 11. One-off payments

Employees who are employed by APG at March 1, 2022 will receive in that same month a one-off payment of €250 net regardless of any part-time factor.

Section 12. Vacation allowance

1. Your vacation allowance is calculated over the period from June 1 to May 31.
2. Annually, in the month of May, you will receive your vacation allowance for the foregoing period.
3. The vacation allowance is 8% of the gross annual salary you as an employee earn on May 1, plus any fixed allowance (allowances).

Section 13. End-of-year bonus

1. Your end-of-year bonus is calculated over one calendar year.
2. In the month of December, you will receive 8.33% of your gross salary plus the PA that you have actually received in that calendar year.

Section 14. Temporary labor market allowance

1. If there is a scarcity in the labor market, APG Group may award a temporary labor market allowance to designated (groups) jobs.
2. Ground rules
Temporary labor market allowance:
 - a. is a percentage of your monthly salary;
 - b. will be paid for a period of one year;
 - c. may, after one year, be re-awarded by APG Group for a further one-year period.
3. You will receive the temporary labor market allowance even when you are on vacation or are sick (as far as the continued payment of wages during sickness is concerned, the terms stipulated in chapter 9 of this CLA apply).

Section 15. Temporary responsibility allowance

1. If you, as an employee, temporarily and entirely fulfill a job with a higher classification than your own job, you will continue to be classified in the salary scale corresponding to your own job.
2. Once you have fulfilled the temporary responsibility for at least 22 successive working days, you will receive an allowance. This allowance will be the difference between your salary and the salary you would receive if you were promoted to the job you are temporarily fulfilling.

Chapter 6. Sustainable employability and continuous development

With the objective of 'Building your sustainable future together', CLA - parties have made agreement regarding sustainable employability in the form of 'The Making of You'. The Making of You is for all employees and is directed at your personal development and increasing your sustainable employability. Our environment is constantly changing. That makes changes, learning and development an integral part of your daily work and life. Working is learning and learning is working.

Section 1. Joint interest

1. APG Group deems it very important that you enjoy your work and are able to undertake your work in optimum health, both now and in the future. A good work / life balance contributes to your wellbeing; consequently, this balance is in both your interests and those of APG Group.
2. By continually working on your personal and professional development, you ensure you are always updated in respect of developments and the demands your work places on you. You will also be given the opportunity to monitor your work capacity and health regularly. As a result, you will be able to react in time to problems regarding your employability.

Section 2. Shared responsibility

1. Sustainable employability is a joint interest and, therefore, a responsibility shared by APG Group and you as an employee. For APG Group, as an employer, this means it is responsible for ensuring you are offered facilities which you, as an employee, can make use of to enhance your sustainable employability.
2. As an employee, you should make use of these instruments as, ultimately, you are responsible for your own development and the sustainable character of your employability.
3. Your manager plays an important role in discussions with you about your employability. APG Group expects your manager to:
 - a. ensure an even and healthy balance between your workload and your workload capacity;
 - b. keep you updated on developments within and outside the company which are important for your future, as a result of which you will be able to take account of these in your personal and professional development;
 - c. stimulate you to grow and maximize your potential;
 - d. create preconditions which facilitate development and growth opportunities.

Section 3. Stimulate continuing development

1. An important part of The Making of You is the personal development program: everyone's personal development program. Every employee who has completed the personal development program is entitled to:
 - a. 2 hours of advice from the future coaches;
 - b. follow the workshops offered by the Future Center that are geared to their individual needs of the employee after completion of the personal development program (for instance, networking or entrepreneurship);
 - c. follow unlimited e-learning training programs that are offered via the APG learning platform.

2. If you are applying for a job and/or have found a new job at a different employer, APG Group will draw up a reference letter at your request specifying the competencies that you acquired during your employment at APG Group.

Section 4. HR Cycle

The purpose of the HR Cycle is to help employees to develop, to achieve their ambitions and to contribute to pursuing APG's strategy. The HR Cycle revolves around ongoing dialog and continuous development. You work on your growth by having discussions with your colleagues and manager as a coach. There is not a standard format for recording agreements.

The new HR Cycle has the following components, at a minimum:

- Development interviews between you and your manager, at least twice a year. This interview is about your development in the longer term and your job satisfaction. 360 degree feedforward that you receive from your colleagues (among other things) serves as input for this.
- Short cyclical interviews between you and your manager, as often as you decide together. These interviews are about your performance (your contribution to APG) and how APG supports you in this. You look both back and ahead in these interviews. You will also address how you are working on your development in the shorter term and topics such as vitality and work pressure.
- Development meetings in which managers discuss the development and performance of all their employees to identify development opportunities and interventions in the areas of talent development, succession planning, promotions and any discretionary raise. These development meetings are held at least twice a year.

In 2023, the new HR Cycle will be evaluated in conjunction with the trade unions. The experience of employees will be taken into account. On the one hand whether employees experience sufficient time, space and support from APG, and on the other hand whether employees are able to convert this into actions needed for their own (career) development. The contents, shape and exact timing are to be aligned in joint consultation with APG and the trade unions.

Section 5. Study facilities

1. Study costs scheme
 - a. If you follow a course of study, you can, in accordance with the terms of this scheme, claim the reimbursement of study costs. The costs are reimbursed 100%. In this process, you decide how and when you study, whether on your own time or during working hours, and arrange this with your manager and your team.
 - b. The costs eligible for reimbursement are at most the costs that must reasonably be incurred in order to attend the course. If more than one training or study option is available, the employee and the manager will come to a joint decision, based in part on comparing quality and cost of these options, as to which course should be attended/reimbursed. In principle, only a single training or study course can be reimbursed at any one time.
 - c. The following costs may be reimbursed:
 - costs associated with registration in accordance with the rate corresponding to the normal duration of a course of study;
 - course fees;

- fees for interim and final examinations; the fee for one retake;
 - costs incurred to acquire compulsory course materials;
 - extra travel and accommodation expenses which must be incurred for the benefit of the study on the basis of the expense report scheme prevailing at APG Group.
- d. Employees attending a course when joining or leaving the company can be granted a reimbursement only for costs relevant to the portion of the study attended during employment with APG.

2. Study contract

- a. If the costs of a specific course of study, including course fees, travel expenses, books and accommodation expenses, exceed €10,000, your manager may ask you to sign a study contract. This study contract stipulates that if you leave the company of your own volition within three years of the end of the course, or if the termination of the employment contract can be mainly attributed to you as an employee, or if you fail to complete the study within the stated period, or if the study is interrupted or (prematurely) terminated for reasons attributable to you as the employee, you will be liable to repay any amount reimbursed to you in excess of €10,000.
- b. The scope of the amount to be repaid will depend on the moment notice of termination is given; if you give notice:
- during the course of study or one year after completion of the study: you will have to repay any amount reimbursed to you in excess of €10,000;
 - between 1 and 2 years after completing the study/training course: 2/3 part of the allowance paid above the threshold of € 10,000;
 - between 2 and 3 years after completing the study/training course: 1/3 part of the allowance paid above the threshold of € 10,000.
- c. APG may make a repayment arrangement with you, if it proves difficult for you to repay the amount in one payment.

Chapter 7. Vitality

APG wants to work on 'Building your sustainable future together'. This means that we aim to promote the vitality and health of each employee within APG Group. When APG Group is a healthy organization, we can work together on creating a more agile organization. Managers and employees enter into a dialogue in order to arrive at a good work-life balance and enter into agreements in mutual consultation in which the interests of employees and APG Group are reflected in a well-balanced manner.

Section 1. Leave

1. Each calendar year you have a statutory right to leave of four times your agreed average hours of work per week.
2. Each calendar year you are entitled to leave in excess of the statutory minimum of one times your agreed average hours of work per week. The value of this non-statutory leave may be deposited in your 'options terms of employment'.
3. If you have not been employed for a complete calendar year, you have a pro rata right to both statutory and non-statutory leave hours.

Section 2. Taking leave

1. Your leave entitlement (both statutory and non-statutory) and any hours of leave purchased can be found in Mijn InSite. Discuss taking leave with your manager.
2. You should, as far as possible, take both your statutory and non-statutory leave entitlement in the year in which the hours were accrued. Your manager and you agree on the dates of your leave. If you, as an employee, have not used up your leave, or planned it in agreement with your manager, before July 1 of the calendar year following the year in which the hours were accrued, the employer may unilaterally decide when you are to take the outstanding leave hours.
3. Once each year you should take leave in a consecutive period of at least two working weeks.
4. For employees who work with a rota, the number of hours from your leave balance that you would have had to work is deducted.

Section 3. Sickness and leave

1. In the event of sickness, the statutory provisions governing vacation hours apply.
2. If you are sick during your leave, then you only retain an entitlement to the missed hours of leave if:
 - a. the sickness occurring during your leave is immediately reported to your manager; and
 - b. after your leave, you are able to submit a medical certificate stating the nature and duration of your sickness; and
 - c. in the opinion of the company physician, there was a question of disability during your sickness on vacation.

Section 4. Expiry and limitation of leave entitlements

1. The purpose of leave is for you to rest. Consequently, APG Group believes you should take both your statutory and non-statutory leave entitlement in the calendar year you accrue the hours.

2. The entitlement to statutory leave which is not taken/used up will lapse 12 months after the last day of the calendar year in which the entitlement was accrued. The statutory expiry period is six months. In this CLA, the statutory period has been extended to one year, taking due account of the provisions of section 2, paragraph 2, of this chapter.
3. The entitlement to non-statutory leave which is not taken/used up will lapse 5 years after the final day of the calendar year in which the entitlement was accrued, taking due account of the provisions of section 2, paragraph 2, of this chapter of this CLA.

Section 5. Public holidays

1. On public holidays, employees are free from work but retain their salary.
2. The recognized public holidays are:
 - a. New Year's Day;
 - b. Easter Monday
 - c. King's Day
 - d. Ascension Day
 - e. Whit Monday
 - f. Christmas Day and Boxing Day
 - g. Good Friday, which has been designated as diversity day. You can choose to exchange Good Friday for another religious holiday of your choice..
3. No compensatory day will be given if a public holiday falls on a day on which you do not normally work for the employer or, in accordance with the established rota, you would not be working.

Section 6. Special leave

You can take special leave, with no loss of income, in the following cases:

- on the occasion of your own marriage/partnership registration	4 days
- on giving official notice of your intended marriage	1 day
- to attend the marriage/partner registration of your parent, parent- in-law, stepparent, foster parent, brother, sister, brother-in-law, sister-in-law, child, grandchild, stepchild or foster child	1 day
- on your own 25th, 40th ,50th and 60th wedding anniversary on the 25th, 40th, 50th and 60th wedding anniversary of your parents, parents-in-law, stepparents or foster parents	1 day

<ul style="list-style-type: none"> - on the death of your spouse, registered partner or the person with whom you cohabit without being married (cohabitation contract) - on the death of a relation by blood or affinity: <ul style="list-style-type: none"> o in the first degree (between the day of death and the day of attending the burial/cremation) o in the second degree (between the day of death and the day of attending the burial/cremation) o in the third and fourth degree (attending the burial/cremation) 	<p>from the day of death until (and including) the day of the burial/cremation</p> <p>4 days</p> <p>2 days</p> <p>1 day</p>
<ul style="list-style-type: none"> - for attending your own 25th, 40th or 50th service anniversary or that of your spouse, registered partner or the person with whom you cohabit without being married (cohabitation contract) - on celebrating the 25th, 40th or 50th service anniversary of your parents, parents-in-law, stepparents or foster parents 	<p>1 day</p> <p>1 day</p>
<ul style="list-style-type: none"> - on moving house due to being transferred and you do have your own household - on moving house due to being transferred but you do not have your own household 	<p>maximum 4 days</p> <p>maximum 2 days</p>
<ul style="list-style-type: none"> - for executive members of the trade unions which concluded this CLA, to the extent business interests do not dictate otherwise and after a written request from the trade unions, the following applies: <ul style="list-style-type: none"> o to attend meetings if you form part of an executive body or are a representative of a section of one of the trade unions or the central organization. o to attend education and training meetings organized by or on behalf of the trade unions 	<p>maximum 26 days per year</p> <p>maximum 3 days per year</p>
<ul style="list-style-type: none"> - Other special circumstances 	<p>In consultation with your manager</p>

Section 7. Ground rules

Your manager must approve your application for leave. You apply for special leave via APG Group's leave registration system.

The possibility to take special leave applies to the extent the leave falls within your working hours or established rota.

Section 8. Care duties and leave

1. You may claim the forms of leave specified in the Work and Care Act (Wazo):
 - a. Adoption leave and foster care leave
 - b. Maternity leave
 - c. Parental leave
 - d. Birth leave
 - e. Additional birth leave

- f. Short-term care leave
 - g. Long-term care leave
 - h. Emergency leave and other short-term leave of absence
 - i. Life cycle scheme leave (to the extent still possible under applicable legislation)
2. Your manager must approve these forms of leave, which are subject to the provisions of the Work and Care Act, to the extent that hereinafter no other provisions are made. You will find more information about these forms of leave on the [website](#) of the Ministry of Social Affairs and Employment.
 3. After your parental leave, you may submit a request to APG Group to have your working hours temporarily adjusted. . In this context, the provisions of the Working Hours Act apply.

Section 9. Provisions for maternity leave and birth leave

1. If you are unable to undertake your stipulated work due to pregnancy or childbirth, the following statutory provisions apply to you: the Dutch Civil Code [Burgerlijk Wetboek], the Sickness Benefits Act [ZW=Ziektewet], the Work and Care Act [Wazo], the Invalidity Insurance Act [WAO = Wet op de arbeidsongeschiktheidsverzekering], the Work and Income (Capacity for Work) Act [WIA = Wet werk en inkomen naar arbeidsvermogen], and the Supplementary Benefits Act [TW=Toeslagenwet].
2. If, as an employee, you earn a daily wage that exceeds the limit of the maximum daily wage—as specified in the Social Insurance (Funding) Act [Wfsv = Wet financiering sociale verzekeringen]—you will, during your maternity leave, receive a supplement on top of the Wazo benefit up to 100% of your monthly income.

Section 10. Adoption leave and foster care leave

If you take adoption and/or foster care leave, as specified in the Wazo, you will receive a supplement on top of the Wazo benefit up to 100% of your monthly income. Maximum duration of the adoption and/or foster care leave by virtue of the Wazo is six consecutive weeks.

Section 11. Birth leave and additional birth leave

1. You are legally entitled based on the Wazo to birth leave with retention of your monthly income after your wife, registered partner, the person with whom you cohabit without being married (cohabitation contract), or the person whose child you acknowledge legally as your own gives birth. Based on the Wazo, the duration of the birth leave is one time the contractual working hours per week.
2. If you take additional birth leave, as specified in the Wazo, you will receive a supplement on top of the Wazo benefit up to 100% of your monthly income.

Section 12. Unpaid leave

1. After a consecutive period of service of at least five years, you are entitled to sabbatical leave provided business interests do not dictate otherwise. This leave is unpaid and may be taken as a consecutive period of a minimum of four times and a maximum of 20 times your agreed average hours of work per week. A second sabbatical leave may also be taken provided that, since the end of the first sabbatical leave, you have worked for another consecutive period of at least five years.

2. If you intend to take sabbatical leave, you must inform your manager of this in writing at least 12 months in advance. After your sabbatical leave, you will be entitled to return to an equivalent job. If no equivalent job is available, then account will be taken of the rules applicable when a job becomes redundant. Without prior written permission from your employer, you may not undertake any work for third parties or as a self-employed person during your sabbatical leave.
3. Taking unpaid leave for other reasons is also possible provided business interests do not dictate otherwise. This should be arranged in mutual agreement with your manager. In addition to the arrangements you agree with your manager, the provisions of paragraphs 1 and 2 above also apply.
4. The terms, consequences and period of sabbatical leave or other unpaid leave will be laid down in a written agreement.

Section 13. 'A healthy (work)life' budget

1. You will receive an annual budget of € 200 net to spend on activities of supplies that contribute to an active and healthy life- and workstyle. You can also submit expense claims for activities that contribute to your vitality. And that can be different for everyone. Some examples of expenses that you can claim are: dietitian, yoga, sport school, (online) advice regarding healthy food and (vitality) coaching, a noise cancelling headphone, or running or hiking shoes. APG Group also offers tools and workshops via intranet on which you can spend this budget
2. These expense claims can be submitted via InSite. The budget should be spent in the current calendar year and cannot be carried over to the following calendar year.
3. When entering APG Group's employment during the year, the full budget is allocated.
4. When employment is terminated, the remaining portion of the budget lapses. No repayment obligation applies to any budget already spent.
5. Leave is granted if the time that is spent on chair massages and workshops offered by the employer via intranet takes place during working hours.

Section 14. Vitality contribution

You will receive a monthly vitality contribution of 0.8% of the salary you receive increased by your PA.

Section 15. Providing informal care

Informal care providers are employees who care for a sick or disabled person close to them such as a partner, child, parent or parent-in-law, friend or neighbor, for at least four hours a week and/or for a period of three months or longer. Providing assistance to people without a health-related limitation falls outside the definition. APG Group offers a portal via with online information for informal care providers and an internal help desk that employees can contact if they have questions regarding providing informal care.

1. In order to unburden informal care providers and to offer more room to arrange for this, you have the possibility to donate leave in excess of the statutory leave to an informal care providing colleague.
2. Donating leave in excess of the statutory leave to an informal care providing colleague takes place on a voluntary basis.
3. You can donate leave (in excess of the statutory leave) to any informal care providing colleague, irrespective of his/her position, salary scale, contract hours, etc. You determine to which specific colleague you will donate.

4. As employer, APG Group will donate an extra hour to the informal care providing colleague for every hour that you donate.
5. APG Group will donate a maximum of 1000 hours on an annual basis for all informal care providing colleagues.
6. Donated leave hours cannot be transfer to the next year.

Section 16. Childcare expenses contribution

When you have a child / children under the age of 12, then you can claim in total € 300 net per year as contribution in the expenses of a daycare center, guest-parent daycare or after-school daycare. A precondition for the claim is that you submit the invoice for the childcare expenses.

Section 17. Financial fitness

No later than in the second quarter of 2022 every APG employee is able to start using Geldvinder. Geldvinder is a platform for financial fitness and with an personal account you can see 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.

Chapter 8. Flexible working

Flexible working means together making use of a broader and sustainable area of work in which we try to strike an optimal balance between work and private life in order to positively influence the organization's results according to the basic principles of self-direction, responsibility and trust.

Section 1. Home workplaces

Working from home is an important part of flexible working.

- APG provides a budget with a maximum of €850 incl. VAT every 5 years for employees to spend (based on declaring expenses) on an ergonomically sound desk, office chair and/or efficient artificial lighting, as described in chapter 22.1.9. of the manual on wage tax and social security contributions 2022.
- APG will put together a 'standard set' that employees can order directly from the supplier themselves, if they wish.
- Employees can also request a workplace assessment for free advice on how to set up an ergonomically sound workstation at home.

Section 2. Internet compensation

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

Chapter 9. Diversity and Inclusiveness

Really good collaboration is best done in an organization in which people are valued for who they are. In a safe environment in which there is room to be who you are, where your opinion is heard, where you can develop yourself and where others are encouraged to develop themselves. Appreciating differences is a precondition to arrive at a more relational working relationship to thus bring out the best in each other.

Section 1. Workplaces for our colleagues with limited work capacity

APG Group will create 10 extra jobs in addition to the staff complement in scale 2 for APG employees with a limited work capacity. In order to qualify for these jobs, an objective assessment of the employee's work capacity is carried out by an independent party.

Section 2. Workplaces in accordance with the Participation Act

APG Group creates 4 work places for people who belong to the target group of the Participation Act. These places will be filled in 2022 and 2023.

Section 3. Diversity initiatives

APG Group promotes diversity and inclusiveness through activities such as workshops, lectures, conferences and training courses. A diverse commission has been appointed to advise APG Group on these matters.

Section 4. TNO certification Performance Ladder of more Social Entrepreneurship

During the term of this collective labor agreement, the APG Group will apply for the TNO Performance Ladder of more Social Entrepreneurship PSO quality mark. With this, the APG Group demonstrates that more than average social activities are undertaken, aimed at the labor participation of vulnerable groups in the labor market and aimed at purchasing products and/or services from certified PSO organizations and SW companies.

Section 5. Study inclusive vitality arrangements older employees / Transitional arrangements leave for senior employees and working hours older employees

During the term of this collective labor agreement, the APG Group and the trade unions will examine how and under which conditions an inclusive vitality scheme for older employees can be achieved. An inclusive arrangement, on the one hand doing justice to the then existing individual entitlements of employees and on the other hand responding to current general social-economic developments,

including working longer as a result of the rise of the AOW entitlement age and the importance of vitality and the sustainable deployment of all employees.

APG and the trade unions agree to jointly determine the planning and the additional topics of that study in the first quarter of 2022 and to finalize the substantive investigation no later than in the third quarter of 2022, making it possible to incorporate the results thereof during the negotiations on the next cla.

Section 6. Restyle CLA

During the term of this collective labor agreement, the cla texts will be adjusted with a style of writing fitting the (inclusive) nature and the values of our culture, and attention shall be paid to the layout (simplification) and incorporation of the APG house style.

Chapter 10. Special payments

Section 1. Occasional work at inconvenient times / in (incidental) inconvenient rotas

1. APG Group's normal business hours are 6.30 a.m. to 8.00 p.m. These times indicate the limits of the day/week window (see table 1). Inconvenient hours are hours which fall outside the standard day/week window.
2. Inconvenient in relation to working times or rotas means working times or rotas which make undertaking the job physically and/or mentally more onerous or stressful and/or is, in general, more socially disruptive and less enjoyable.
3. For specifically designated groups/jobs, the normal hours of business are 6.30 a.m. to 10.00 p.m., or the hours of business could be established as 7 times 24 hours per week.
4. If, other than in the form of overtime, you occasionally have to work in accordance with a rota outside the normal day window on the days Monday to Friday, as the nature of the work makes it difficult for the work to be undertaken in these times, you will receive an allowance as shown in Table 1 below.
5. You will be eligible to receive an allowance for working inconvenient hours if:
 - a. you occasionally work at unusual times; and
 - b. there is no question of overtime (non-cumulative).
6. For each hour worked, you will receive an allowance which is a percentage of your own current hourly wage plus PA, with the maximum salary being the maximum of salary scale V (see Appendix 1 to this CLA). The percentage depends on the day and the time you worked, namely:
 - 20% for hours on Mondays to Fridays between 8.00 p.m./10.00 p.m. and 12 midnight;
 - 45% for hours on Mondays to Fridays between 12 midnight and 6.30 a.m. and for hours on Saturdays;
 - 70% for hours on Sundays and public holidays. (see Table 1 below).

Table 1: Allowance in % for working at inconvenient times/occasional inconvenient rotas

Day/week window =							
Inconvenient hours =							

Days:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours:	Public holiday						
12:00 midnight - 6:30 AM	70	45	45	45	45	45	45
06.30 AM - 8/10:00 PM	70	0	0	0	0	0	45
8/10:00 PM - 12:00 midnight	70	20	20	20	20	20	45

- The normal hours of business are 6.30 a.m. to 8.00 p.m.

- For specifically designated groups/jobs, the normal hours of business are 6.30 a.m. to 10.00 p.m.

7. The allowance will only be awarded if the work begins before 5.30 a.m., respectively finishes after 9.00 p.m./11 p.m.
8. You will only receive the allowance for the hours you have actually worked. When you are sick or on leave you will not, therefore, receive any payment

Section 2. Continuous shift work

If you have a job where the hours of business are established as 7 times 24 hours per week, the following applies to you:

1. If, other than in the form of overtime, you have to work consistently (= for at least 1 year) in accordance with rotas and a shifts outside the normal day window on the days Monday to Friday, you will receive an allowance as shown in Table 2 below.
2. For each hour worked, you will receive an allowance which is a percentage of your own current hourly wage plus PA, with the maximum salary being the maximum of salary scale V (see Appendix 1 to this CLA). The percentage depends on the day and the time you worked, namely:
 - a. 5% for hours on Mondays to Fridays between 6.30 a.m. and 8/10 p.m.;
 - b. 50% for hours on Mondays to Fridays between 12 midnight and 6.30 a.m. and between 8/10 p.m. and 12 midnight and for hours on Saturdays;
 - c. 75% for hours on Sundays and public holidays.
 (see Table 2 below).
3. The allowance for continuous shift work is the basis for the holiday allowance.

Table 2: Allowance in % for shift work (allowance paid as compensation for working in continuous rotas and shifts)

Day/week window =							
Inconvenient hours =							

Days:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours:	Public holiday						
12:00 midnight - 6:30 AM	75	50	50	50	50	50	50
06.30 AM - 8/10:00 PM	75	5	5	5	5	5	50
8/10 p.m. - 12:00 midnight	75	50	50	50	50	50	50

4. You will also receive the allowance for continuous shift work when you are on leave, sick (1st year 100% and 2nd year 70%, in accordance with the provisions of chapter 11, section 3, paragraph 1, of this CLA) or resuming work (under the terms stipulated in chapter 11, section 7, of this CLA).

Section 3. Overtime

1. Concept of overtime
 - a. Overtime is work you undertake on the instruction of your manager outside your weekly contract hours and applies only to the extent you cannot compensate for these hours on a weekly basis. If you are among the designated group of employees who work on a rota, any work you are assigned by your manager outside of your applicable rota is deemed overtime work. APG Group tries to limit overtime work, as far as possible.
 - b. Work that is necessary to complete your ordinary work and does not exceed half an hour is not deemed overtime.
2. Paid overtime
 - a. Within the context of business interests, your manager may ask or compel you to work overtime.
 - b. Only if your job is classified in the scales I to IX (inclusive) will you be eligible for paid overtime. No payment will be made for overtime of less than half an hour.
 - c. The overtime payment is a percentage of your hourly wage, plus PA. Your overtime payment amounts to:
 - Monday to Friday
 - within the normal day/week window; 25%;
 - outside of the normal day/week window: 50%.
 - Saturday
 - within the normal day/week window: 50%;
 - outside of the normal day/week window: 100%.
 - Sundays and public holidays
 - 100%.

(see Table 3 below).

Table 3: Allowance in % for overtime

Day/week window =						
Inconvenient hours =						

Days:	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours:	Public holiday						
12:00 midnight - 6:30 AM	100	50	50	50	50	50	100
06.30 AM - 8/10:00 PM	100	25	25	25	25	25	50
8/10 p.m. - 12:00 midnight	100	50	50	50	50	50	100

- The normal hours of business are 6.30 a.m. to 8.00 p.m.
- For specifically designated groups/jobs, the normal hours of business are 6.30 a.m. to 10.00 p.m.

Section 4. On-call duty

1. If you are among the designated group of employees who work on a rota, any work you are assigned by your manager outside of your applicable rota in order to carry out work, if necessary, is referred to as on-call duty.
2. Compensation for being on-call
 - a. The per-hour compensation for being on-call is:
 - Mondays through Fridays: as of January 1, 2022: €2,35;
 - Saturdays, Sundays and public holidays: as of January 1, 2022: €3,59.
 - b. You can only be considered for an on-call allowance if, on the grounds of your job, your manager has designated you an on-call employee.
3. Actually having to work after being called up.
 - a. When you actually have to work in response to a call up, you will receive the inconvenience allowance for these hours in accordance with the percentages in Table 1, section 1, paragraph 6 of this chapter, provided you are not entitled to paid overtime. If you are entitled to paid overtime then, instead of the inconvenience allowance, you will receive an overtime payment in accordance with Table 3, section 3, paragraph 3 of this chapter (non-cumulative).
 - b. You will not receive the on-call allowance for the hours you are actually working. The basic assumption is that, the hours worked will be compensated so that, on an annual basis, you end up working the average working hours relevant to you.

Section 5. Long-service awards

1. When you have worked for APG Group, or for a legal predecessor of APG Group, for 25 or 40 years, you will receive a long-service award. This bonus will be equal to one month's gross income increased by the vacation allowance and end-of-year bonus.
2. APG Group calculates the long-service award on the basis of the monthly income increased by the vacation allowance and end-of-year bonus on your long-service award date. If, within a period of five years prior to the long-service award date of your employment with APG Group, you switched from being a full-time employee to a part-time employee, or vice versa, then APG Group will calculate your long-service award proportionally. This is done on the basis of the length of time you worked full-time and part-time for APG Group.
3. The employee who would have been entitled to a long-service award within 12 months after the termination of his/her employment, will receive payment of this award when leaving APG Group's employment taking into account the applicable statutory provisions.

Section 6. Survivor benefit

1. In the event of your death, APG Group will, in addition to paying out any unpaid monthly salary up until the day of your death, make a benefit payment of 3 times your monthly income, increased by the vacation allowance and end-of-year bonus. This amount will be reduced by any survivor's benefit which your surviving relatives can claim on the grounds of statutory insurance.
2. This benefit will be granted to:

- a. the surviving partner, as defined in chapter 1 of this CLA, with whom you lived permanently, or if there is no such person;
- b. the minor children with whom you had a family relationship, or if there are no such persons;
- c. the person with whom you lived in a family unit and for whose costs of living you largely provided.

Chapter 11. Sickness and disability

Section 1. Continued payment of wages during sickness and disability

If you cannot perform your work due to sickness, you are occupationally disabled. In that case, the following statutory provisions, including the obligation and sanctions regimes, may apply to you: the Dutch Civil Code, the Sickness Benefits Act [ZW], the Supplementary Benefits Act [TW], the Labor Conditions Act [Arbeidsomstandighedenwet (Arbowet)] the Older and Partially Disabled Unemployed Workers Income Scheme Act [IOAW = Wet Inkomensvoorziening oudere en gedeeltelijk arbeidsongeschikte werkloze werknemers,], the Eligibility for Permanent Incapacity Benefit (Restrictions) Act [WvP = Wet verbetering Poortwachter], the Work and Income (Capacity for Work) Act [WIA] or the Invalidity Insurance Act [WAO], to the extent hereinafter no other provisions are made.

Section 2. Statutory continued payment of wages

1. During your disability, APG Group will pay you 70% of the (maximum) daily wage applicable to you in accordance with the Social Insurance (Funding) Act [Wfsv] for a maximum of 104 weeks. The continued payment of wages will cease immediately if the employment contract is terminated within the 104 weeks.
2. Periods of disability will be cumulative if there is less than 4 weeks between the periods.
3. Your period of sickness will not be deemed interrupted if you undertake work on the basis of occupational therapy.
4. If you take days of leave during a period of sickness (of 4 weeks or longer), this will not be deemed a resumption of work and will not, therefore, be an interruption of your disability.
5. The payment is based on your monthly income.

Section 3. Supplement to the statutory continued payment of wages

1. As a supplement to the provisions of Section 629 of Book 7 of the Dutch Civil Code, APG Group will supplement your statutory continued wage payment:
 - a. to 100% of your monthly income plus vacation allowance and end-of-year bonus for the first 52 weeks of your disability; and
 - b. to 70% of your monthly income plus vacation allowance and end-of-year bonus for the second 52 weeks.
2. The supplement will cease if (and for as long) you (temporarily) lose the right to statutory continued payment of wages or the moment your employment contract is terminated.
3. APG Group will not pay any supplement if the cause of the disability due to illness is demonstrably attributable to you.

Section 4. APG Group is not obliged to continue paying wages, if:

1. You are not working but the company physician is of the opinion you could work;
2. You fail to follow the company physician's advice;
3. You fail to comply with the statutory obligations;
4. APG Group can recoup the wage losses incurred by your disability from a third party and despite a request from APG Group you fail to provide the required information;

5. You refuse to apply for a WAO/WIA benefit while, in principle, you are entitled to such a benefit. This also applies if, after a request from APG Group, you fail to authorize the employee Insurance Agency [UWV] to transfer the WAO/WIA benefit payment to APG Group.

Section 5. Collective disability insurance and exercise app

1. As of 1 July 2022, APG Group will take out collective disability insurance with full coverage (both in the event of partial and full disability) without the need for medical insurance. APG Group pays the premium.
2. In the event of absenteeism before or on 1 July 2022, the collective insurance will commence after you have been reported better for at least 4 weeks. Incapacity for work that has already been established by the UWV before the commencement date of the insurance is not covered.
3. Employees who make use of the existing semi-collective insurance with a group discount at Loyalis until July 1, 2022, will automatically switch to the group option as of July 1, 2022, whereby their own premium payment via APG Group will be stopped.
4. You also get the option to use the Vitality app. This is a health program that encourages exercise and rewards users in the form of vouchers.

Section 6. Concurrence of other benefit payments

If, during the 104 weeks, you also receive benefit by virtue of social security legislation, a collective supplementary insurance entered into by APG Group, by you yourself or via APG Group, or by virtue of supplementary insurance entered into in some other way, then this benefit will be deducted from the continued wages payment.

Section 7. Recovering half of the WGA premium

For the purpose of the Return to Work (Partially Disabled) Regulations [WGA= Wet werk en inkomen naar arbeidsvermogen], APG Group is liable for a basic and differentiated premium. APG Group recovers half of the differentiated premium from your net salary (as referred to in section 34, paragraph 2 of the Social Insurance (Funding) Act).

Section 8. Resuming work

1. During the statutory period of a maximum of 104 weeks, both APG Group and you are legally obliged to make every effort to facilitate your reintegration.
2. If you resume your work during your sickness, other than on the basis of occupational therapy, then during the second year of sickness you will receive:
 - a. in the event of a resumption of work of at least 50% but less than 75%: a supplement up to 85% of your monthly income plus vacation allowance and end-of-year bonus;
 - b. in the event of a resumption of work of at least 75%: a supplement up to 100% of your monthly income plus vacation allowance and end-of-year bonus.
3. In this context, APG Group deems retraining to be a resumption of work.

Section 9. Statutory deductions

APG Group will withhold all statutory deductions applicable to the supplements detailed above.

Section 10. Reintegration

1. After 104 weeks the continued payment of wages will cease.
2. If you continue to work for APG Group after the expiry of the period of continued payment of wages then your salary will be determined on the basis of:
 - a. the classification of the job which you then perform; and
 - b. the number of hours you work.
3. If you partially continue to do your own job then your classification will be retained and your salary will be determined on the basis of the number of hours you work.

Section 11. Statutory amendments

In the event of any interim statutory amendments in respect of sickness and disability, the statutory provisions will be applied in full.

Chapter 12. Pensions

Section 1. Pension scheme effective as of January 1, 2021 insofar as the employee is not a participant in the ABP pension fund

1. The employee is a participant in the pension plan, the content of which is determined in consultation between the parties to the collective agreement (CLA). The plan is administered by the APG Group Personnel Pension Fund (PPF). The plan has the following characteristics and is detailed in PPF's current pension regulations.
 - a. The standard pension age is 67 years.
 - b. Accrual is in accordance with the average pay methodology.
 - c. The retirement pension deductible is € 14.802 (January 2022, for the whole year).
 - d. The accrual percentage for the retirement pension is 1.738% of the pension basis.
 - e. No pension is accrued on income exceeding € 114.866 (level 2022). This amount is indexed annually.
 - f. Conditional indexation, with the assumption in respect of active members that wages will rise in accordance with APG Group's CLA or the consumer price index if this yields a higher result. In respect of dormant members, indexation will be on the basis of the consumer price index
 - g. The coverage provided by a partner's pension depends on the point in time:
 - Risk coverage is in place for service up to January 1, 2015. The determination of the amount of coverage was made on a one-time basis with a calculation date of December 31, 2014. From this date, the past risk portion will follow the grants of indexation for members.
 - For service between January 1, 2015, and January 1, 2021, the partner's pension consists of a capital-covered partner's pension. This capital-covered pension follows the regular conditional indexation.
 - For service between January 1, 2021, and July 1, 2021, a capital-covered partner's pension with coverage of 1.3125% of pensionable earnings 2021 applies. This capital-covered pension follows the regular conditional indexation as of July 1, 2021.
 - As of July 1, 2021, the pension plan includes a partner's pension for risk coverage. For active members, service from July 1, 2021 to the time of death is insured on an average pay basis with coverage of 1.3125% of pensionable earnings from the year in question.
 - As of January 1, 2021, risk coverage for active members over the period from the time of death until the retirement date is 1.3125% of the most recent pensionable pay.
 - h. The orphan's pension for the child of the former participant or the pensioner amounts to 14% of the old-age pension accrued between January 1, 2013 and July 1, 2021. The orphan's pension for the child of a deceased member is 20% of the partner's pension.
 - i. In the event of disability, the pension accrual will be continued (contribution pro rata the disability percentage).
 - In the event of a degree of disability of less than 80% in the sense of the Full Invalidity Benefit Regulations [IVA], the disability pension is equal to 5% or in the event of a disability of 80% or more in the sense of the IVA, 10% of the last pensionable salary at the moment of disability up to the level of the maximum annual wage over which contributions are calculated in accordance with the WIA maximum. The part-time percentage is taken into account here.
 - In respect of salaries above the aforementioned maximum annual wage, an extra disability pension can be claimed. Given full disability, this extra disability pension amounts to 80% of the difference between the pensionable salary and the maximum annual wage.
 - j. The employer's contribution to the premium is 2/3 of the total premium; employees' contribution is 1/3.

k. On the basis of the current administrative agreement, the maximum contribution is 29,5% calculated over the pension base.

Chapter 13. Mandatory measures

Section 1. General measures in the interests of the business

1. In connection with business interests APG Group may:
 - a. deny you access to buildings and/or premises, or forbid you from remaining there;
 - b. relieve you from the obligation to undertake your work;
 - c. deny you access to the office computer systems.
2. If you are relieved from the obligation to undertake your work, you will continue to receive your income.

Section 2. Disciplinary measures

1. If you fail to comply with your obligations on the basis of your employment contract, APG Group's rules and regulations and all other prevailing rules, regulations, prescriptions and instructions relevant to you, APG Group may take disciplinary measures
2. These measures could include:
 - a. a warning or reprimand;
 - b. suspension with the withholding of your income for a maximum of 7 working days;
 - c. being relieved of your job, temporarily or permanently, and/or being placed in a lower-classified job. In the latter case, you will then be classified in the salary scale corresponding to the lower job;
 - d. dismissal.

Chapter 14. Termination of employment

Section 1. Termination and notice periods

1. As an employee you must give written notice of termination of your employment contract.
2. Notice period applicable to you
 - a. if you have an open-ended employment contract and you are classified in a job group I to VI, inclusive, you must observe a notice period of one month;
 - b. if you have an open-ended employment contract and you are classified in a job group VII or above, you must observe a notice period of two months;
3. Notice period applicable to APG Group
 - a. if you have an open-ended employment contract and you are classified in a job group I to VI, inclusive, APG Group must observe a notice period of two months;
 - b. if you have an open-ended employment contract and you are classified in a job group VII or above, APG Group must observe a notice period of three months;
4. The procedure time is deducted from the notice period to be observed by APG Group. The minimum (remaining) notice period is nonetheless one month.
5. No notice period will be observed if the employment contract is dissolved by a (subdistrict) court, or terminated during the probationary period or in the case of instant dismissal.

Section 2. Terminating a fixed-term employment contract

1. If you have a fixed-term employment contract this will end automatically (by operation of law) after the expiry of the agreed period. If you have an employment contract for a duration exceeding six months, the notice obligation in Section 7:668 subsection 1 of the Dutch Civil Code (BW) applies.
2. However, APG Group or you may, terminate this employment contract early by written notice if this possibility is included in your employment contract. In that case, the periods of notice stated in Section 1 apply.
3. From the date that:
 - a. fixed-term employment contracts follow each other with intervals not exceeding six months and have exceeded a period of 24 months, including these intervals, the last employment contract is deemed to have been entered into for an unspecified duration, effective on that date;
 - b. more than three fixed-term employment contracts have followed each other with intervals not exceeding six months, then the last employment contract is deemed to have been entered into for an unspecified duration, effective on that date.
4. Contrary to the provisions in Section 7:668a, subsection 2 of the Dutch Civil Code, the periods, including interruptions of not more than six months, in which you were working for the employer, from employment with another employer, preceding the employment with employer, is deemed to be one single fixed-term employment contract within the meaning of Section 7:668a, subsection 1 of the Dutch Civil Code. For the application of Art. 7:668a, subsection 1 of the Dutch Civil Code, three periods are left out of consideration entirely, if you have provided incorrect or incomplete information regarding your employment history at APG Group.
5. If the legal provision on which paragraph 3 of this Section is based change then the provisions in the law will prevail.

Section 3. Terminating an open-ended employment contract

1. If you have an open-ended employment contract, the notice periods detailed in section 1 of this chapter are applicable.
2. Your employment contract will terminate automatically (by operation of law) on the first day of the month following the month in which you become entitled to a state old-age pension, unless prior to this date you, as an employee, and APG Group have jointly agreed another date of termination in writing.
3. If you have been on long-term sick leave and, consequently, are no longer able to work for APG Group, APG Group will terminate your employment contract after two years of full or (if there is no possibility of being reassigned) partial disability.
4. The employment contract will terminate automatically (by operation of law) as of the day following the death of an employee.

Chapter 15. General provisions

Section 1. Agreements between employer and trade unions

1. The point of departure of this CLA is that it represents the interests of both APG Group and you, as an employee.
2. Throughout the duration of this CLA, APG Group and the trade unions will do everything to ensure industrial harmony within the organization.
3. APG Group may depart from this CLA if this is in the best interests of an individual employee.
4. APG Group may depart from this CLA if this is in the best interests of an individual employee.

Section 2. Informing trade unions

APG Group will inform the trade unions of any important developments and policy intentions in respect of the internal personnel policy being implemented or to be implemented by APG Group. The trade unions may draw attention to any signals they pick up from within the organization.

Section 3. Labor market positioning

In 2021 APG Group has studied the remuneration and job evaluation system. The study included:

- The internal remuneration relationships, including across business units,
- the external remuneration relationships, and
- whether the remuneration system reflects APG Group's social position.

The results of this study had been shared with parties in 2021.

This investigation will be deepened during the next term of this collective labor agreement. The reason continues to be that APG Group wishes to take up an employment condition that guarantees both a strong position on the labor market and a strong competitive position. Results are discussed with trade unions.

Section 4. Trade union contributions

CLA parties have reached mutual agreements on the employer contribution for the purpose of trade union related work.

Section 5. Trade union membership

New trade union members can benefit from free membership of a trade union during the first year. The associated costs will be borne by APG.

Section 6. Dispute settlement procedure

1. APG Group and the trade unions are responsible for the interpretation of the CLA.

2. APG Group and the trade unions may disagree about the application of a provision of this CLA. In this case they will, in the first instance, try to settle their difference of opinion through mutual consultation. The party with the greatest interest in a solution will put its opinion on paper and discuss this with the other party (parties).
3. If the parties fail to reach an agreement, they may submit their difference of opinion to an interpretation committee. This committee comprises three members. APG Group appoints one member, the trade unions collectively appoint one member and jointly these two members appoint a chairperson.
4. The committee advises the parties.

Section 7. Duration and interim amendments

1. This CLA will be effective from January 1, 2022 until January 1, 2023, to the extent not otherwise provided for. After the expiry of this period, the CLA will cease to be effective automatically (by operation of law) without any notice having to be given.
2. It is the express intention of the CLA parties that in respect of the changes referred to in this CLA and the Social Plan, not to have any provisions from previous CLAs and Social Plans remain/effective.
3. In the event of significant internal or external changes to APG Group, APG Group and the trade unions may make interim amendments to the agreements in this CLA.

Appendix 1 Salary scales

Salary scales effective as of January 1, 2022

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	33.809,45	85,00%	39.775,79	2.849,35	43.753,43	3.134,29
3	35.417,18	85,00%	41.667,31	2.984,85	45.834,11	3.283,34
4	38.585,73	85,00%	45.394,94	3.251,88	49.934,47	3.577,07
5	39.889,98	80,00%	49.862,43	3.571,91	54.848,66	3.929,10
6	41.412,13	75,00%	55.216,08	3.955,42	60.737,66	4.350,96
7	43.147,31	70,00%	61.639,03	4.415,53	67.802,89	4.857,08
8	48.552,33	70,00%	69.360,51	4.968,66	76.296,61	5.465,53
9	55.069,37	70,00%	78.670,44	5.635,58	86.537,51	6.199,14
10	62.954,17	70,00%	89.934,58	6.442,49	98.928,06	7.086,74
11	72.531,15	70,00%	103.615,97	7.422,56	113.977,62	8.164,82
12	84.214,78	70,00%	120.306,76	8.618,21	132.337,43	9.480,03
13	98.533,70	70,00%	140.762,32	10.083,55	154.838,63	11.091,91

38 hours scale	TFI minimum	RSP minimum	TFI RSP 100	Monthly salary RSP 100	TFI RSP 110 extension	Monthly salary RSP 110 extension
1*	24.080,29	85,00%	28.329,75	2.029,41	31.162,71	2.232,35
2	32.118,81	85,00%	37.786,82	2.706,87	41.565,55	2.977,56
3	33.646,13	85,00%	39.583,70	2.835,59	43.542,09	3.119,15
4	36.656,51	85,00%	43.125,25	3.089,29	47.437,79	3.398,22
5	37.895,57	80,00%	47.369,39	3.393,32	52.106,30	3.732,65
6	39.341,64	75,00%	52.455,43	3.757,66	57.701,03	4.133,43
7	40.989,85	70,00%	58.556,89	4.194,74	64.412,53	4.614,21
8	46.124,75	70,00%	65.892,52	4.720,23	72.481,73	5.192,25
9	52.315,97	70,00%	74.737,05	5.353,81	82.210,74	5.889,19
10	59.806,56	70,00%	85.437,92	6.120,37	93.981,75	6.732,41
11	68.904,45	70,00%	98.435,00	7.051,42	108.278,47	7.756,56
12	80.004,00	70,00%	114.291,43	8.187,30	125.720,58	9.006,03
13	93.606,80	70,00%	133.724,03	9.579,36	147.096,49	10.537,30

*Scale 1 will not be indexed in accordance with Section 5 of chapter 5 of this CLA. This scale follows the indexation of the statutory minimum wage as set by the Ministry of Social Affairs and Employment.

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	30.428,30	85,00%	35.798,00	2.564,40	39.377,80	2.820,84
3	31.875,49	85,00%	37.500,51	2.686,36	41.250,62	2.955,00
4	34.727,02	85,00%	40.855,28	2.926,68	44.940,84	3.219,35
5	35.901,02	80,00%	44.876,21	3.214,72	49.363,80	3.536,19
6	37.270,88	75,00%	49.694,50	3.559,88	54.663,98	3.915,87
7	38.832,54	70,00%	55.475,03	3.973,97	61.022,58	4.371,37
8	43.697,18	70,00%	62.424,54	4.471,80	68.666,99	4.918,98
9	49.562,30	70,00%	70.803,37	5.072,02	77.883,68	5.579,22
10	56.658,53	70,00%	80.940,83	5.798,22	89.034,89	6.378,04
11	65.278,16	70,00%	93.254,46	6.680,31	102.579,89	7.348,34
12	75.793,23	70,00%	108.276,10	7.756,39	119.103,73	8.532,03
13	88.680,31	70,00%	126.686,16	9.075,20	139.354,78	9.982,72

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

A maximum 80 hours of leave can be purchased annually.

Sale of hours of leave

A 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 per 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

for employee with a leased company car and a mobility budget.

ABP supplementary pension

APGers and former APGers 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.

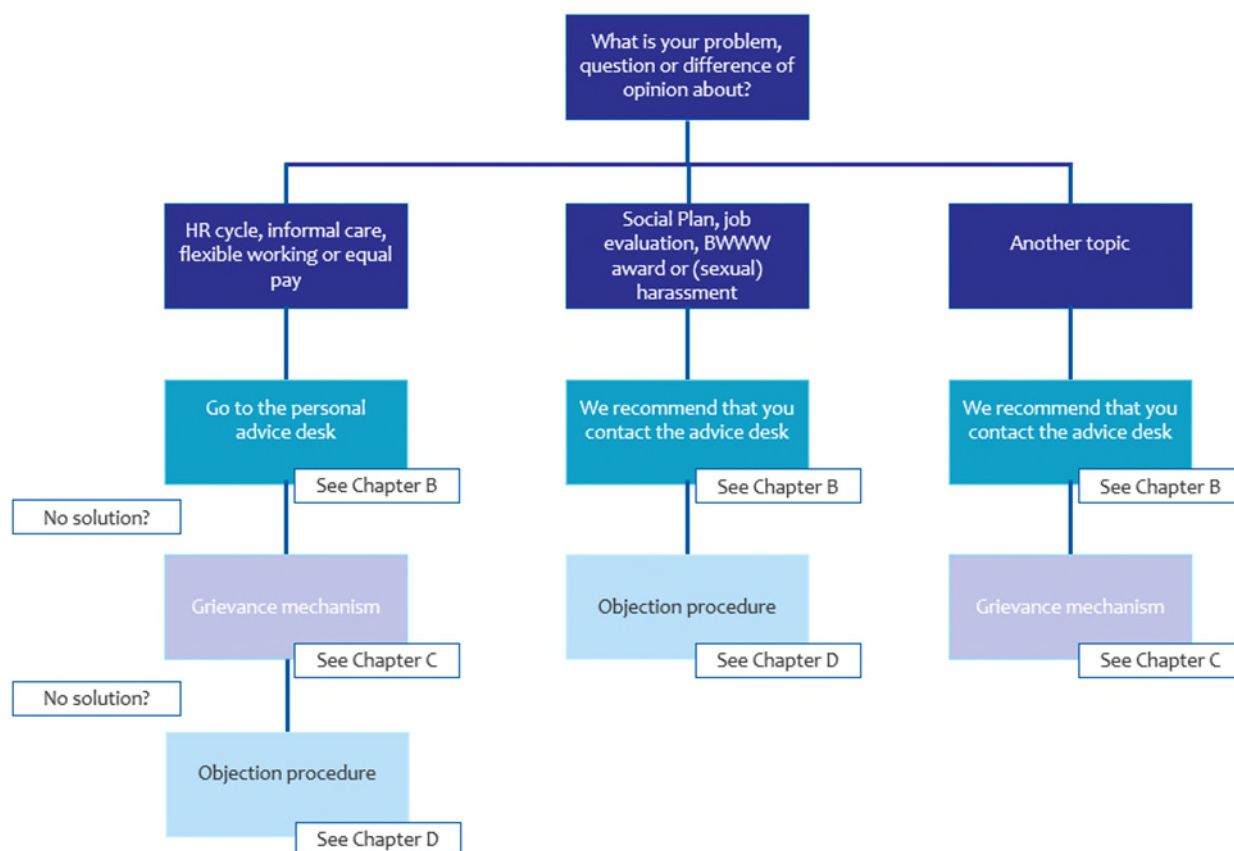
IPAP

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

Appendix 3 Grievance mechanism and objection procedures

Introduction

APG Group employees can submit a grievance or lodge an objection about conditions that effect their work situation at all times. APG Group considers it important that your problem or difference of opinion is always discussed, preferably with your manager. There is an advice desk specifically to help you with this. If you are unable to resolve the problem with the advice desk, then you can submit a grievance or lodge an objection. The procedure that you must follow for this depends on the nature of the grievance or objection. The various procedures are outlined below in diagrams.



Problem-solving and connecting advice desk

Section 1. Advice Desk

1. An advice desk will be available as of 1 October 2019 for questions and support regarding various HR-related problems, such as the HR Cycle or flexible working hours. The desk consists of a digital advice desk and a personal advice desk. The advice desk can be reached via a button in Insite. The digital advice desk provides more information about your question or problem. The personal advice desk brings you into contact with an HR specialist. With this HR specialist, you can discuss a solution for your question or a difference of opinion with your manager. The HR specialist can also help to restore communication between you and your manager and reconnect you and your manager.

2. In order to actually arrive at a solution, it is important that you contact the personal advice desk as soon as possible after a difference of opinion has arisen. The persons in question are expected to make a genuine effort to arrive at a solution.
3. If your problem is about the HR Cycle, providing informal care, flexible working hours or equal pay and you are considering submitting a grievance about this, you are obliged to first contact the personal advice desk and to try and arrive at a solutions via this route.

If, within 21 calendar days after you have contacted the personal advice desk, your problem or difference of opinion has not yet been resolved, you can then submit a grievance to your manager in accordance with the grievance mechanism (see Chapter C, Article 2 through 5). When the 21st calendar day has passed, the term of 10 calendar days starts within which you can/must submit a grievance (see Article 3 paragraph 1). The aforementioned period of 21 calendar days can be extended in writing with the consent of the employee and the manager.

General grievance mechanism

Section 2. Individual grievance mechanism

1. You can submit a grievance about an issue that concerns you personally or a difference of opinion that is related to your work situation, unless it concerns an issue for which the objection procedure is available (see Chapter D of this Annex 3). Before an employee can lodge an objection about the HR Cycle, providing informal care, flexible working hours or equal pay, the employee must first contact the personal advice desk and then follow the grievance mechanism as described in Article 3.
2. Grievances in respect of the collective labor agreement (CLA including the social plan) and other general employment-related rules and regulations/company guidelines may only be submitted if the grievance relates to their application – not to their content.

Section 3. Procedure

1. You can submit a written and substantiated grievance to your manager no later than within 10 calendar days after the last incident. If you have first informed the personal advice desk of your problem, then you can submit your written and substantiated grievance to your manager no later than within 10 calendar days after the expiry of the 21 calendar days (or possible extended term) as set out in Article 1, paragraph 3.
2. No later than within 10 calendar days after submitting your grievance, a meeting will take place between you and your manager in which you will be given the opportunity to clarify your grievance or provide additional information. You may bring an advisor to assist you during this meeting. You will receive an invitation from your manager for this meeting.
3. Your manager will provide a written and substantiated response to your grievance as quickly as possible, but no later than within 10 calendar days of the meeting.
4. If you are not satisfied with the way your grievance was handled and/or if the dispute has not yet been resolved, you can then submit a subsequent grievance to your manager's direct superior. You must submit the subsequent grievance in writing and substantiated within 10 calendar days after receipt of your manager's response. You must substantiate why you consider the earlier received response unsatisfactory.
5. No later than within 10 calendar days after submitting your subsequent grievance, a meeting will take place between you and your manager's direct superior in which you will be given the opportunity to clarify your subsequent grievance or provide additional information. You may bring an advisor to assist you during this meeting. You will receive an invitation from your manager's direct superior for this meeting.

6. Your manager's direct superior will provide a written and substantiated response to your subsequent grievance as quickly as possible, but no later than within 10 calendar days of the meeting as stated in the previous paragraph.
7. If the grievance pertains to the HR Cycle (including an appraisal), providing informal care, flexible working hours or equal pay, you can then lodge an objection with the Objection Committee within 10 calendar days after the response from your manager's direct superior.

Section 4. Termination of procedure and settlement of grievance

1. The grievance mechanism ends as soon as:
 - a. the term has expired within which you must have submitted the grievance or the subsequent grievance;
 - b. you withdraw your grievance or subsequent grievance or consider your grievance settled after receiving your manager's response; or
 - c. your manager's direct superior has provided a response to your grievance, unless it concerns one of the issues for which you can lodge an objection.
2. If the grievance is upheld, you will be informed by the person handling the grievance how your grievance is to be dealt with.
3. If the manager or the manager's direct superior exceeds the terms, the employee can report this to the HR Director.

Section 5. No suspensive effect

Submitting a grievance against a decision will not suspend the effectiveness of the decision.

Objection Committee

Section 6. Objection Committee general

1. An employee and/or APG Group can lodge an objection with the Objection Committee if he/she/it:
 - a. wishes to check whether the Social Plan has been applied correctly (see paragraph 4 of this article);
 - b. does not agree with a job classification;
 - c. is of the opinion that he/she has suffered intimidation or sexual harassment (see Article 8);
 - d. does not agree with the decision or the actions taken or not taken by his/her manager regarding the HR Cycle, providing informal care, flexible working hours or equal pay; or
 - e. is of the opinion that it has been concluded wrongfully that he/she is not entitled to BWWW because he/she has demonstrably culpably made no or insufficient effort to improve an established unsatisfactory performance.
2. Before the employee can initiate a procedure at the Objection Committee, he/she must have followed the internal procedure as set out in Article 7. This procedure differs per topic of the objection.
3. During the whole procedure (both at the Objection Committee and prior to that), the employee may call in the assistance of an advisor. APG Group may also call in the assistance of an advisor.
4. If an employee and/or APG Group wish to lodge an objection based on paragraph 1a (checking whether the Social Plan was applied correctly), this is only possible if this concerns one of the following topics:
 - a. the employee is of the opinion that the facilities in the Social Plan in the Making of You Intensive have been wrongfully refused or not allocated;

- b. the employee is of the opinion that the designation of redundancy has not taken place in the manner specified in the Social Plan;
- c. APG Group or the employee is of the opinion that the other party has not or not sufficiently fulfilled the agreements laid down in the Action Plan with the Future Center regarding providing assistance to go from Work to Work.
- d. the employee is of the opinion that a job should have been offered as a suitable job, as determined in the Social Plan;
- e. APG Group and/or the employee is of the opinion that the position that was offered is or is not suitable and was or was not rightfully refused by the employee;
- f. the employee is of the opinion that a replacement request was rejected unjustifiably;
- g. the employee has invoked the hardship clause in the Social Plan and this has been rejected.

Section 7. Internal procedure and terms

1. Before the employee can lodge an objection, he/she must first take steps. This concerns the following steps per topic of the objection:
 - a. *regarding the Social Plan (under Article 6, paragraph 1a and paragraph 4)*: the employee can lodge an objection with the Objection Committee within 10 calendar days after the decision of the Future Center against the application of the Social Plan. The employee informs the Manager Future Center about his/her objection at the same time and sends a copy of his/her letter of objection to the Manager Future Center.
 - b. *regarding the job classification (under Article 6, paragraph 1b)*: the employee can lodge an objection against the job classification within 10 calendar days after he/she has been informed about the decision regarding his/her job classification. The employee informs the HR Director about his/her objection at the same time and sends a copy of his/her letter of objection to the HR Director.
 - c. *regarding intimidation and sexual harassment (under Article 6, paragraph 1c and Article 8)*: the employee must discuss the intimidation and/or harassment with the Objection Committee advisor or his/her manager. An attempt will be made to find a solution through mutual consultation. If this is not successful, the employee can lodge an objection with the Objection Committee within three months after a solution has not been found.
 - d. *regarding the HR Cycle (including appraisals), providing informal care, flexible working hours or equal pay (under Article 2d)*: after the employee has obtained advice from the personal advice desk and has gone through the grievance mechanism (as referred to in Chapter B), the employee can lodge an objection with the Objection Committee within 10 calendar days after the decision of the manager's direct superior.
 - e. *regarding the entitlement to BWWW (under Article 6, paragraph 1e)*: the employee can lodge an objection with the Objection Committee within 10 calendar days after the decision of the manager. The employee informs the HR Director about his/her objection at the same time and sends a copy of his/her letter of objection to the HR Director.

Section 8. Intimidation and sexual harassment

1. Intimidation and sexual harassment are defined as:
 - a. **Intimidation**: behavior associated with an employee's psychosocial work stress, the purpose or result of which affects a person's dignity and creates a threatening, hostile, insulting, humiliating or hurtful environment (for example: discrimination, bullying, violence).
 - b. **Sexual harassment**: any form of verbal, non-verbal or physical behavior with a sexual connotation (= sentiment), the purpose or result of which affects a person's dignity,

particularly when a threatening, hostile, insulting, humiliating or hurtful environment is created.

2. The confidential advisor is a point of contact for employees who are confronted with intimidation or sexual harassment at work or who have signaled this;
3. The confidential advisor provides assistance and/or after care and can take action in the name of the employee, but only at the employee's express request or with the employee's consent.
4. It is the confidential advisor's responsibility to advise the HR Director and/or the management about information, prevention and prevention of intimidation and sexual harassment at work. The confidential advisor will take utmost care to treat the information confidentially that comes to his/her knowledge when performing his/her duties and reports annually to the HR Director based on the anonymous registration of grievances or objections.

Section 9. Objection Committee procedure

1. The employee can lodge an objection with the Objection Committee regarding the topics set out in Article 6 paragraph 1. The term within which objection must be made is set out in Article 7. An objection can be lodged via the email address bezwarencommissie-sociaalplan@apg.nl.
2. The letter of objection must be in writing and substantiated. The letter of objection must clarify (I) which decision this concerns, (II) why the employee does not agree with the decision taken, and (III) what the employee would consider to be the desired solution.

Admissibility of the objection

3. After receiving the objection, the Objection Committee will first decide whether the objection is admissible. The objection is not admissible in the event that:
 - a) the objection does not pertain to one of the topics against which you can lodge an objection;
 - b) the objection concerns the contents of the CLA and/or the Social Plan;
 - c) the objection has not been submitted timely;
 - d) the substantiation of the objection is lacking or is insufficient;
 - e) the internal procedure was not followed;
 - f) the employee has initiated court proceedings in respect of the subject of the objection.
4. If the objection is not admissible, the Objection Committee will declare the objection inadmissible. The objection procedure is thus completed. If the objection is admissible, the objection will then be handled.
5. Should the employee and/or APG Group initiate legal proceedings during the objection procedure that regard the topic of the objection, the Objection Committee will cease to handle the objection.

Handling the objection

6. The Objection Committee decides whether the objection will be handled in writing or whether an oral hearing of the objection will take place.
7. If an oral hearing takes place, this will take place within 21 calendar days after the submission of the letter of objection. The employee and the manager are invited for the oral hearing to further clarify their standpoints and to answer questions of the Objection Committee. The oral hearing is not open to the public.
8. Prior to the oral hearing, or the written decision of the Objection Committee, the other party is given the opportunity to give his/her view on the letter of objection in writing and substantiated.

Advice of the Objection Committee

9. The Objection Committee will issue a written substantiated decision in respect of the objection submitted. The decision will take place within 14 calendar days after the oral hearing. If the Objection Committee handles the objection in writing, the decision will be rendered within 14 calendar days after lodging the objection.
10. The decision has the character of an important advice, with the exception of decisions in respect of the hardship clause of the Social Plan and job classification; these have the character of a binding advice.

Procedure after the advice

11. The HR director and APG Group will take a final decision on the objection within 7 calendar days after the advice. If the APG Group decides to deviate from the decision it must advise both the employee and the Objection Committee of this in writing, giving reasons.
12. If the objection is upheld, it will be set out in writing how the employee's objection will be dealt with.

Section 10. Suspensive effect

Submitting an objection against a decision will not suspend the effectiveness of the decision.

Section 11. Composition and working method Objection Committee

1. The Objection Committee consists of:
 - two members who are appointed on the recommendation of APG Group;
 - two members who are appointed on the recommendation of the joint trade unions;
 - a chair who is appointed by the four permanent members;
 - if desired or necessary an expert to be appointed by the committee.
2. The secretarial services for the committee shall be provided by and at the expense of APG Group.
3. The members of the Objection Committee are obliged to observe confidentiality.
4. If the number of objections lodged with the Objection Committee is such that the Objection Committee cannot be expected to handle the objections within a reasonable period, APG Group may ask the parties to this CLA to form a second Objection Committee temporarily.
5. The considerations and decisions of the Objection Committee will be taken by a plenary committee meeting, which is closed to the public.

Section 12. Objection procedure expenses

1. The Objection Committee does not take decisions on requests regarding the reimbursement of (legal) assistance expenses incurred by the parties. These expenses are borne by the employee and APG Group themselves.
2. When attending an Objection Committee meeting, the external members will be paid an attendance fee of €250 per session, including preparation time. Travel expenses will be reimbursed on the basis of public transport (2nd class) or a tax-free allowance of (currently) €0.19 per kilometer. This amount may be changed by APG Group if (tax) legislation and regulations give rise to this.

General final provisions

Section 13. General provisions regarding the grievance mechanism and objection procedure

1. APG Group will ensure that no employee submitting a grievance or lodging an objection, nor anyone acting as an advisor, is consequentially disadvantaged in his/her position as an employee.
2. Anyone involved with the settlement of a grievance or an objection is obliged to treat as confidential all data/information which he/she must have understood was of a confidential nature.
3. An employee may only make use of the grievance mechanism or objection procedure laid down in this annex, once for the same grievance or objection.

Appendix 4 Transitional provisions

General transitional provisions

Section 1. Scope of Application

Contrary to the provisions of this CLA, the transitional provisions in this chapter apply to any employee of 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 APG CLA, the Cordares CLA or the APG Group CLA valid from April 1, 2011, to April 1, 2014, applied.

Section 2. Definitions

In this chapter the following definitions apply:

- a. APG employee: an employee who on December 31, 2012 was employed by APG Algemene Pensioen Groep N.V., APG Investment Services N.V., APG Treasury Center B.V. or Loyalis N.V., and to whom the APG CLA applies.
- b. Cordares employee: an employee who on December 31, 2012 was employed by Cordares Holding N.V., and to whom the Cordares CLA applies.
- c. Employee an employee who on December 31, 2012 was employed by APG Algemene Pensioen Groep N.V., APG Investment Services N.V., APG Treasury Center B.V. or Loyalis N.V., and to whom the APG CLA applies, or an employee who on December 31, 2012 was employed by Cordares Holding N.V., to whom the Cordares CLA applies.
- d. APG CLA: the CLA concluded by APG Algemene Pensioen Groep N.V., APG Investment Services N.V., APG Treasury Center B.V. and Loyalis N.V., effective from April 1, 2009 until April 1, 2011.
- e. Cordares CLA: the CLA concluded by Cordares Holding N.V. effective from April 1, 2010 until March 31, 2011.

Section 3. Exclusions

As of the actual date of effectiveness of this CLA, all the rights and claims which employees can or could derive from the residual effects of previous clas will lapse entirely, unless otherwise provided for in this chapter.

Section 4. Hardship clause

In special or unforeseen circumstances, in which, given the facts and circumstances, any failure to take transitional measures would, in the opinion of APG Group, have an unreasonable and unacceptable outcome, APG Group may take a decision which is contrary/supplementary to the provisions of this chapter.

Transitional provisions for various CLA chapters

Section 5. Transitional provisions for chapter 4 Working hours

As of January 1, 2013, the hours of work for APG employees will be the hours of work agreed with them in their contracts of employment.

For the APG employees who are classified in the former scales 13, 14 or 15, the working hours will continue to be an average of 36 hours per week on an annual basis. employees of the former Cordares classified in scales lower than XII, an average of 38 hours per week on an annual basis applies. The prevailing individual working times will be laid down in a rota, taking account of the operational management, the Working Hours Act and (as far as possible) individual preferences. The manager will determine the rota. Free days by virtue of the Cordares reduction in working hours scheme [ATV-dagen] will cease and be replaced by rota-free time.

Section 6. Transitional provisions for chapter 5 Income

Personal allowance 2013 (PA2013)

At the time of the “harmonization” CLA (with an actual date of effectiveness January 1, 2013), the salary on January 1, 2013 (the reference date) was normative for classification in the new scales.

Employees with a monthly salary which, on January 1, 2013, was higher than the maximum of the new scale were classified as from 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 at that time into a personal allowance 2013, referred to as PA2013. With respect to this PA2013, it has been agreed that, for the first 10 years after classification in the new scale, this will be index-linked to the general pay increases agreed in the CLA. After the indexation period of 10 years, the allowance will be incorporated into the salary. The sum of the salary according to the scale and the PA will be increased by 50% of the CLA increase. The salary according to the scale will be increased by the whole CLA increase and subsequently deducted from the increased total of the PA2013 and the salary according to the scale. The outcome will be the new PA2013.

After the tenth year (n) the following formula is applicable: salary according to the scale (n+1) + PA2013 (n+1) = (salary according to the scale (n) + PA2013 (n)) x (100% + 1/2 CLA increase [%]).

Personal allowance 2005 (PA2005)

The difference in salary as originated on January 1, 2005 with the introduction of the new pay structure at the former Cordares.

Personal allowance conversion (PA conversion)

The difference in salary that originated or is to originate after the integration (merger) of the job systems as a result of the merger between APG and Cordares (also see the transitional provision “Final classification for conversion”).

Merger of PA 2013, PA 2005 and PA conversion effective November 1, 2015

For the purpose of the APG Group CLA April 1, 2015 to April 1, 2017, the CLA parties have agreed that both the existing PA Conversion and PA 2005 will be converted into a PA 2013.

In the case of the PA2005, this conversion means that the PA(2005) will now be run down with effect

from January 1, 2023 instead of with effect from January 1, 2018.

The PA Conversion will be run down with effect from January 1, 2023. As the effective date of run-down of the PA Conversion for certain employees was originally later, there will be a recalculation for those employees whose PA Conversion run-down will take place with effect from an earlier date. This earlier run-down date will thus be compensated by means of an additional allowance.

With effect from November 1, 2015, these three PAs (PA 2013, PA Conversion and PA2005) are jointly referred to as "PA."

The PA will therefore be incorporated into the salary from 2023. The sum of the salary according to the scale and the PA will be increased by 50% of the CLA increase. The salary according to the scale will be increased by the whole CLA increase and subsequently deducted from the increased total of the PA and the salary according to the scale. The outcome will be the new PA.

From 2023, the following formula is applicable: salary according to the scale (n+1) + PA (n+1) = (salary according to the scale (n) + PA (n)) x (100% + 1/2 CLA increase [%]).

Advancement guarantee (perspective guarantee)

Employees who on January 1, 2013 have not yet reached the maximum salary of their (old) salary scale – and, in principle, had the perspective of advancement to this maximum salary – will, if the new maximum salary is lower than the old maximum salary, be able to continue to advance to the higher maximum of the old scale. Until January 1, 2018, this yet-to-be-reached maximum salary of the old salary scale will be increased by the general pay increases to be agreed in the CLA. By implementing this advancement guarantee, these employees will also have a (higher) PA. On advancement above RSP 100, the existing PA will be increased by the percentage that corresponds to the assessment of general performance and competence development for an RSP of 94.50 to 100 (see Chapter 5), or a PA is created to the amount of the stated percentage. This PA will be incorporated after the 10-year indexation period that started on January 1, 2013.

PA and advancement above RSP 100

When any employee with a PA advances to above RSP 100 as a result of his/her assessment, half of his/her increase that is assigned hereby is deducted from the PA. When employees have an advancement guarantee, the preceding only applies from the time the advancement guarantee has been used up entirely.

PA and promotion

In the event of a promotion, half of the promotion increase is deducted from the

PA. If the scale maximum (RSP 100) has not yet been reached due to the promotion in the new scale, any PA will be incorporated as much as possible (to RSP 100).

PA and individual variable remuneration

Employees with a PA who, under the APG CLA, were not eligible for variable remuneration (or target remuneration) will not have any realized variable remuneration paid out, unless the PA is lower than the realized variable remuneration. The part of the variable remuneration in excess of the PA will then be paid out.

Structural PAs

The structural PA, PA ASW and/or PA SPMS of eligible employees will be incorporated into their fixed salary with effect from November 1, 2015. This will result in an RSP increase (in a very limited number of cases, this may lead to a loss of prospects, specifically among employees with a D or E performance assessment) and means, on the other hand, that the structural PA will no longer be run down in case of promotion (as provided in the previous CLA).

Section 7. Transitional provisions for chapter 7 Vitality

APG employees retain the (current and future) right to leave for older employees in accordance with the provisions of the APG CLA. APG employees who on the grounds of the transitional arrangements make use of the scheme for older employees may, in accordance with provisions in section 52 of the APG CLA, use hours of leave within the context of the scheme for older employees. Employees aged 56 and 57 can only use non-statutory leave hours as their own contribution.

Cordares' employees retain the (current and future) right on the basis of the scheme "working hours for older employees" in accordance with the provisions in the Cordares CLA.

APG employees to whom the APG CLA applied will retain the right to paid parental leave in accordance with the provisions in section 50 of the APG CLA; this will apply to children born before October 21, 2013 (within 42 weeks of December 31, 2012).

Any rules prevailing on December 31, 2012 for the life-cycle scheme applicable to APG and Cordares employees will remain in full force.

Offset against the contribution referred to chapter 7, section 12, of this CLA, Cordares employees will retain the life cycle contribution to which they had a claim on the basis of the Cordares CLA.

For APG employees, the vitality contribution referred to in chapter 7, section 12, of this CLA will replace the allowance towards early retirement, pre-pension and the life-cycle savings scheme [Toeslag Hoofdlijnenakkoord VPL] as defined in section 38b of the APG CLA.

Contrary to the stipulations in Section 12 of Chapter 7 of this CLA, APG employees, employed on December 31, 2012, born before January 1, 1950 and who have been employees without interruption as from April 1, 1997 in the sense of the FPU regulations (Section 4, paragraph 1 and 3 of these regulations) are not entitled to the vitality contribution.

Section 8. Transitional provisions for chapter 10 Special payments

The settling-in allowance that employees are entitled to on the basis of the APG CLA will be retained with due application/account of the provisions in annex VI of the APG CLA.

Employees to whom the APG CLA applied and who had an allowance on December 31, 2012 on grounds of the provisions in section 39 (6), section 40, section 41 (3) and (4) and section 43 of the APG CLA retain this allowance/these allowances with due observance of the provisions in these sections.

Transitional scheme for non-statutory severance pay

In the event of the honorable, involuntary dismissal of any employees subject to the APG CLA, the following applies.

1. This transitional scheme only applies to employees to whom the “Scheme for prevention, reintegration and non-statutory rights in respect of unemployment” (former APG CLA annex X, see annex 4 to this CLA) applies.
2. The duration of the non-statutory severance pay (a supplement to unemployment benefit [WW-uitkering] and consecutive benefits) was established and frozen on January 1, 2013.
3. From the date the duration of the non-statutory claim is frozen there will be no more accrual.
4. The daily wage, forming the base for non-statutory severance pay, was established and frozen on January 1, 2013.
5. The employee was informed of the established duration and base in writing, and this document forms an integral part of the individual employment contract between the employer and employee.
6. Taking due account of the provisions in the current “Scheme for prevention, reintegration and non-statutory rights in respect of unemployment”, the right is determined on the date of dismissal on the understanding that the provisions in section 4 (mobility phase) and the three-year reduction of the duration of consecutive benefit referred to in section 9, paragraph 1 (APG CLA Appendix X, annex 4 to this CLA) are no longer applicable.
7. If, due to the reasons for dismissal, an employee has no right to consecutive benefit but does have a right to unemployment benefit, the employee will be entitled to a supplement to his/her unemployment benefit. The base for the supplement is the base referred to under point 4.
8. If, due to the reasons for dismissal, an employee has a right to unemployment benefit and to consecutive benefit, the employee will be entitled to a supplement to his/her unemployment benefit and, subsequently, to his/her consecutive benefit. The total duration of this non-statutory benefit is the duration referred to in point 2 of this transitional scheme.
9. In the event of dismissal without rights to unemployment benefit, the right to non-statutory severance pay expires on the date of dismissal.
10. The right to be paid will be in accordance with the provisions in the “Scheme for prevention, reintegration and non-statutory rights in respect of unemployment”, (APG CLA annex 5). Once an employee has reached the age of 65 years, he/she is no longer entitled to non-statutory severance pay.
11. From the date of the final accrual of non-statutory severance pay (January 1, 2013), any employee being involuntarily dismissed due to a reorganization will be entitled to a lump sum benefit in accordance with the APG Compensation in chapter 4 of the Social Plan. Only the service years after 1 January 2013 will be taken into account for the calculation of the number of weighted service years.

12. Income from employment or business, unemployment benefit, non-statutory severance pay and the APG Compensation may neither together nor individually ever be higher than the income lost during the benefit period.
13. On the date of dismissal due to a reorganization, an employee may opt for non-statutory severance pay, as defined in the points 1 to 10 (inclusive), supplemented by a lump sum benefit as defined in point 11 of the APG Compensation over the entire period of service at APG Group and its predecessors, as referred to in section 1 under c of the “Scheme for prevention, reintegration and non-statutory rights in respect of unemployment” (annex X to the APG CLA).
14. If, on dismissal due to a reorganization, an employee opts to have only the APG Compensation over the full number of service years, this benefit may be no higher than the income lost until the State pension age is reached. In this context, account will be taken of the pension accrual on the grounds of the ABP pension regulations and the cost of continuation of the pension accrual to the employee by offsetting these costs against the income from unemployment benefit.
15. The employee who claims the non-statutory severance pay as defined in the points 1 through 11 or a lump-sum payment as defined in the points 12 through 14, cannot also claim the transition compensation specified in Sections 673 and 673a Book 7 of the Dutch Civil Code.

Appendix 5 “Scheme for prevention, reintegration and non-statutory rights in respect of unemployment” from the former APG CLA (2009-2011).

The scope of application of this scheme is only partial and limited

(see Appendix 4 “Transitional scheme for non-statutory severance pay” provisions 1 through 15.)

It lays down, among other things, that the duration of the non-statutory severance pay was established and frozen on January 1, 2013.

In addition, it is the case for employees to whom the APG CLA 2009-2011 applied and who were not involved in the job placement or mobility phase on December 31, 2012, that the right to non-statutory severance pay will be determined on the date of dismissal (with the application of that which is specified in the current scheme). With the proviso that that which is stipulated in Section 4 (mobility phase) and the in Section 9, paragraph 1, mentioned reduction of the duration of the consecutive benefit by three years, will no longer be applicable (see also CLA annex 5 “Transitional scheme for non-statutory severance pay”).

Chapter 1. General provisions

Section 1 Definitions

In this scheme the following definitions apply:

a. Employer:

the legal entities designated as such in the CLA.

b. Subject:

an employee who was or is employed by the employer on or after January 1, 2001 and to whom the CLA applied and as a result of dismissal is unemployed within the sense of the Unemployment Insurance Act [WW = Werkloosheidswet].

c. Length of service:

to the extent this was prior to January 1, 1996: the period which counted towards the pension calculation on December 31, 1995, as referred to in the Public Servants Superannuation Act [*Algemene burgerlijke pensioenwet*], if, on December 31, 1995, the subject was working on the basis of a permanent job for ABP, the Ministry of Home Affairs/Education Executive Agency, the Ministry of Education, Culture and Science/Executive Agency, the Ministry of Defense/the social security office for military personnel or the ABP social security company, and on January 1, 1996 entered into an open-ended employment contract with the General Pension Fund for Public Employees or the Benefits Agency for the Public Service and Education Sector [USZO]; to the extent this relates to the period on or after January 1, 1996; the period during which the subject was employed by the General Pension Fund for Public Employees, Loyalis N.V., the Public Service and Education Sector, USZO BV or USZO Diensten BV, or to the extent this relates to the period on or after March 1, 2008; the time during which the subject was employed by APG | Loyalis | Investment Services | Treasury; in all cases with the exception of the time:

- preceding job-related early retirement, provided a benefit was awarded by virtue of the retirement;
- taken account of in the calculation of the duration of redundancy pay, an involuntary unemployment payment at the expense of the employer, non-statutory benefit or a payment which, due to its nature and amount, is equivalent to but not actually unemployment benefit;
- preceding an interruption to the length of service of more than one year, unless the subject was entitled to consecutive benefit;
- as referred to in section 5.4. of the pension regulations;
- in a deferred period of service.

When determining the length of service account will, in particular cases, also be taken of the length of service referred to in section D1, paragraph 2 of the ABP Act, as this read on December 31, 1995. The request referred to in section D2 of the aforementioned Act will in this context be deemed to have been submitted. If and to the extent a public sector pension, other than at the expense of the General Pension Fund for Public Employees, is paid out for a length of service taken account of in the calculation of non-statutory benefit, the duration and amount of non-statutory benefit will be recalculated on the day this pension becomes effective, whereby no account will be taken of that length of service.

d. Calculation basis:

The daily wage applicable under the Unemployment Act, disregarding the maximum daily wage limit of section 17 of the Social Insurance (Funding) Act, and reduced/increased by the deduction/supplement under section 28, paragraph 1, of the CLA.

e. Supplement to unemployment benefit :

the supplement to unemployment benefit, referred to in sections 5 and 5a.

f. Supplement to sickness benefit [ZW-uitkering]:

the supplement to sickness benefit, referred to in section 6.

g. Consecutive benefit :

the consecutive benefit, referred to in section 8.

h. Non-statutory benefit:

the supplement to unemployment benefit, the supplement to sickness benefit and the consecutive benefit.

i. Job:

a job within the sense of the Unemployment Insurance Act.

j. First day of unemployment:

the first day of unemployment as defined in section 16a of the Unemployment Insurance Act.

k. Pension regulations:

the pension regulations of the General Pension Fund for Public Employees.

l. Pension:

a pension within the sense of the pension regulations.

m. Redundancy pay:

the money defined in section 1, subsection r, of the Public Servants (Cover under Employee Insurance Schemes) Act [Wet overheids personeel onder werknemersverzekeringen].

n. The Unemployment Act:

the Unemployment Insurance Act [Werkloosheidswet].

o. The Sickness Act:

the Sickness Benefits Act [Ziektewet].

p. Minimum wage:

the minimum wage defined in section 14, paragraph 2, of the Unemployment Act

q. Wage-related benefit:

a payment made in a period of unemployment: the benefit defined in Chapter II of the Unemployment Act.

r. The OOW:

the Public Servants (Cover under Employee Insurance Schemes) Act [Wet overheidspersoneel onder de werknemersverzekeringen]

Section 2 Limiting claims on the grounds of this scheme

Insofar as not otherwise provided for in this scheme, this scheme does not grant any rights to the extent the subject has lost hours of work from a job on the basis of which he/she would not be deemed a subject.

Section 3 Indexation

The calculation basis will be always reviewed in accordance with general salary changes in the CLA.

Chapter 2 Mobility phase

Section 4 Prevention and reintegration

1. After the employer has fulfilled its obligations regarding internal reintegration, the employer will inform an employee being considered for dismissal due to a reorganization or the relocation of his/her job, type of work or any part of such, or due to incapability or unsuitability for his/her job other than on the grounds of sickness or physical impairment of the date on which the employee is to enter the mobility phase.
2. The mobility phase lasts two years from the date an employee enters this phase. During the mobility phase the contract of employment remains effective and the employee will receive the associated income, as referred to in section 1, under n, of the CLA, prevailing on the date the employee entered the mobility phase, on the understanding that if there are variable monthly allowances the average of the preceding 12 months will be paid.

The employee will be released from undertaking his/her duties and will be placed elsewhere in the organization.

3. The reintegration company will draw up an action plan regarding the activities the employee is to undertake during the mobility phase until the time of external reintegration. The action plan will include rights, obligations, sanctions and assessment moments. No reasonable measures will be excluded from the action plan and an employee might be placed at an external organization in order to acquire external experience. The employee is obliged to cooperate with the execution of the Action Plan, as if he/she had already been dismissed. The rules of the Unemployment Act apply by analogy. The costs of the mobility phase, including retraining etc., are for the account of the employer.
4. If an employee accepts work with another employer during the mobility phase, other than that referred to in section 3, or sets up as independent entrepreneur, he/she will be dismissed as of the date of entry into employment with the new employer or as of the date on which he/she applies for registration as an independent entrepreneur. He/she will then receive a bonus equal to the fixed income the employer would have had to pay for the remaining part of the mobility phase if the employee had not resigned due to entry into employment elsewhere or due to

registration as an independent entrepreneur. As of the date of dismissal referred to in this paragraph, all the rights which an employee can exercise under the “Scheme prevention, reintegration and non-statutory rights in respect of unemployment” will expire, with the exception of the provisions of paragraph 6.

5. During the mobility phase, an employee has the right to apply for internal vacancies which are open to external recruitment.
6. If an employee has accepted a job elsewhere and within a year of his/her resignation he/she is, through no fault or action on his/her part, dismissed by the new employer due to a reorganization or because the new employer is in a state of suspension of payments and/or bankruptcy, he/she will be entitled to exercise the rights under this scheme to which he/she was entitled prior to dismissal. Any bonus awarded to the employee at the time of his/her dismissal will be offset against these rights.
7. If an employee, as referred to in this section, does not resign during the mobility phase, he/she will be dismissed the day following the last day of the mobility phase. The other provisions of this scheme will then apply to him/her.
8. The provisions of this section apply by analogy to phase III of the Protocol Work and Income.

Chapter 2A Non-statutory benefit payments

Section 5 The right to a supplement to unemployment benefit

1. A subject who receives benefit on the basis of the Unemployment Act, with the exception of benefit on the grounds of Chapter IV of the Unemployment Act, is entitled to a supplement to his/her unemployment benefit.
2. Sections 16, 19, 20, 21, 76 and 78 of the Unemployment Act apply by analogy to the supplement referred to in paragraph 1.
3. The right as defined in paragraph 1 will lapse when the subject, whose employment contract has been terminated, or dissolved by the subdistrict court, due to unsuitability or incapability for his/her job, has demonstrably culpably not made an effort or not made sufficient effort to improve his performance during the improvement process. The employee will be informed of the lapse of the right in writing with substantiation.
4. The subject can submit a written objection to his/her manager in accordance with the objection procedure within seven days against the decision of his/her manager that the subject, based on that which is stated in paragraph 3, has been refused the right defined in paragraph 1.

Section 5a The duration and level of the supplement to unemployment benefit.

1. The supplement to unemployment benefit will end on the day on which unemployment benefit ends.
2. Section 43 of the Unemployment Act applies by analogy to the duration of the supplement to unemployment benefit.
3. During the first 12 months, unemployment benefit will be supplemented per day to 80% of the calculation basis; during the following 6 months to 75% of the calculation basis and for the rest of the duration to 70% of the calculation basis.
4. When establishing the duration of the periods, referred to in paragraph 3, during which there will be a supplement to 80% and 75% of the calculation basis:
 - a. section 43 of the Unemployment Act will not apply by analogy, and
 - b. no account will be taken of the periods in which the subject was entitled to a supplement to sickness benefit, if the subject was sick on the date of dismissal or reported sick within a month of the date of dismissal.

5. Section 47, paragraphs 2 and 3, of the Unemployment Act applies by analogy to the level of the supplement to unemployment benefit.
6. When calculating the level of the supplement to unemployment benefit, unemployment benefit will be deemed to have been received irrespective of whether, on the grounds of a statutory provision, this has been refused or not paid, either partially or in full.

Section 6 The right to a supplement to sickness benefit

A subject who receives benefit on the basis of the Sickness Act and would have been entitled to a supplement to unemployment benefit should he/she not have been sick is entitled to a supplement to his/her sickness benefit.

Section 7 The duration and level of the supplement to sickness benefit

1. The duration of the supplement to sickness benefit is the same as the duration of sickness benefit. If after the right to sickness benefit has expired, there is no longer a right to unemployment benefit as the duration of the unemployment benefit period has expired, then, contrary to the provisions of the last complete sentence, the supplement to sickness benefit will expire as soon as the duration of the unemployment benefit would have ended had the subject not been sick.
2. The sickness benefit will be supplemented to the percentage referred to in section 5a, paragraph 3, that would have been applicable had the subject remained or become unemployed.
3. Contrary to paragraph 2, the benefit on the grounds of section 3:8 of the Work and care Act [*Wet Arbeid en Zorg*] will be supplemented to 100% of the calculation basis.
4. When calculating the level of the supplement to sickness benefit, sickness benefit will be deemed to have been received irrespective of whether, on the grounds of a statutory provision, this has been refused or not paid, either partially or in full.

Section 7a Statutory obligations/sanctions

If an obligation or a sanction is imposed in respect of any benefit a subject receives by virtue of the Unemployment Act or the Sickness Act, then the obligation or, as the case may be, the sanction will also be applied, in an analogous manner, to the supplementary benefit.

Section 8 The right to a consecutive benefit

1.
 - A. As soon as the end of the unemployment benefit period has been reached, a subject entitled to a supplement to unemployment benefit can submit a request to be considered for consecutive benefit. A subject will be entitled to consecutive benefit if, calculated as of the date of entry to the mobility phase, the duration of unemployment benefit as indicated in the footnote (*) is shorter than the duration of the benefit on the grounds of the length of service provided dismissal has been granted:
 - within the framework of a reorganization, in respect of which it has not been possible to redeploy the employee in a different job;
 - due to the relocation of the employee's job, type of work or any part of such in which the employee was employed;

- due to the employee's incapability or unsuitability for the job, other than on the grounds of sickness or physical impairment, unless the subject was not entitled to a supplementary benefit due to the reason stated in Section 5, paragraph 3;
- due to being unable to perform work due to sickness;

unless the subject:

- in respect of the dismissal is entitled to a pension due to having reached retirement age;
- at that moment is entitled to a benefit by virtue of the Invalidity Insurance Act [WAO benefit] or the Work and Income (Capacity for Work) Act [WIA benefit], calculated on the basis of a disability in excess of 80%;
 - B. - in respect of the dismissal is entitled to a supplement or supplementation or a benefit by virtue of the Return to Work (Partially Disabled) Regulations [WGA benefit]. A subject who, on the date of dismissal, is entitled to a WAO benefit calculated on the basis of a disability in excess of 80% will be entitled to a non-statutory benefit as of the date on which the degree of disability is established as being lower than 80%. The level and duration of the non-statutory benefit will be calculated from the date of dismissal due to disability to undertake work due to sickness.
 - C. A subject who, on the date of dismissal, is entitled to a WIA benefit calculated on the basis of a disability in excess of 80% will be entitled to a non-statutory benefit as of the date on which the degree of disability is established as being lower than 35%. The level and duration of the non-statutory benefit will be calculated from the date of dismissal due to disability to undertake work due to sickness..
 - D. The duration of a subject's benefit on the grounds of length of service is three months, increased by:
 - if, on the date of entry to the mobility phase, he/she is under 21 years of age: 18% of the length of service;
 - if, on the date of entry to the mobility phase, he/she is under 21 years of age: 19.5% of the length of service increasing by 1.5% for each additional year;
 - if, on the date of entry into the mobility phase, he/she is 60 years of age or older: 78% of the length of service, on the understanding that the benefit period calculated in this way will end on the first day of the calendar month following the month in which the employee reaches the retirement age of 65 years of age.
 - E. If, after the expiry of a period of sickness benefit, the subject is no longer entitled to unemployment benefit as the duration of the unemployment benefit period has also expired then, contrary to the first complete sentence, the consecutive benefit will become payable as soon as the right to a supplement to sickness benefit has expired.
- 2. Sections 16, 19, 20, 21, 76 and 78 of the Unemployment Act apply by analogy to the consecutive benefit.
- 3. Contrary to paragraph 2, the right to consecutive benefit will not expire to the extent the subject:
 - a. is entitled to benefit as referred to in section 19, paragraph 1, subsection a or b, of the Unemployment Act, or
 - b. is not entitled to benefit as referred to in section 19, paragraph 1, subsection a or b, of the Unemployment Act due to the simple fact that his/her insurance on the grounds of this act has ended, or
 - c. is not available to accept work due to a situation referred to under a or b. this is the period laid down in compliance with the provisions in section 42, paragraph 1, of the Unemployment Act as this applied on April 1, 2005, reading:

To be calculated as from the first day on which the right to a benefit has arisen, the duration of the wage-related benefit for an employment history of at least:

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

Section 9 Duration and level of consecutive benefit

1. The duration of consecutive benefit is equal to the amount of time by which the benefit period on the grounds of length of service, referred to in section 8, paragraph 4, exceeds the period of benefit on the grounds of the Unemployment Act*, referred to in that section, reduced by three years. An employee born before January 1, 1950 who was an employee on April 1, 1997 within the meaning of the Flexible Pension and Retirement Scheme [FPU] for basic and supplementary benefits (section 4, paragraph 1 in conjunction with 3 of that scheme) and in respect of whom consecutive benefit ended before the retirement age of 65 years was reached, will have his/her consecutive benefit extended until the retirement age of 65 years is reached.
2. Section 43, paragraph 1, of the Unemployment Act does not apply by analogy to the duration of consecutive benefit. The provision of section 5a, paragraph 4, of this scheme applies by analogy to consecutive benefit.
3. Per day, consecutive benefit is equal to the percentage of the calculation basis, referred to in section 5a, paragraph 3, taking account of the period during which the subject has already been entitled to non-statutory benefit.
4. Section 47, paragraphs 2 and 3, of the Unemployment Act applies by analogy to the level of consecutive benefit

* see the footnote to section 8, paragraph 1 under A

Section 9a Obligations/measures

The obligations and sanctions imposed by virtue of the Unemployment Act in respect of unemployment benefit will be applied or imposed in an analogous manner as obligations or, as the case may be, measures to consecutive benefit.

Section 10 Enforcing rights to non-statutory benefit

1. Sections 22 to 27 (inclusive) and 28 of the Unemployment Act apply by analogy to the supplement to unemployment benefit and to consecutive benefit, with the exception of the situation referred to in section 8, paragraph 3.
2. Sections 28, 30, 30a, 31, paragraph 1, 37, 38a, paragraphs 1 and 4, 44, 45, 49 and 54 of the Sickness Act apply by analogy to the supplement to sickness benefit and to consecutive benefit in the situation referred to in section 8, paragraph 3.
3. If the subject has failed to comply, or failed to comply adequately, with the obligations referred to in section 25 of the Unemployment Act, or section 31, paragraph 1, and section 49 of the Sickness Act, the employer, or a party acting on its behalf, may refuse, temporarily or

permanently, to pay the non-statutory benefit either partially or in full, in accordance with the provisions of annex 4.

Section 11 The payment of the non-statutory benefit

1. Sections 30 to 40 (inclusive) of the Unemployment Act apply by analogy to the supplement to unemployment benefit and consecutive benefit, except in the situation referred to in section 8, paragraph 3.
2. Sections 31, paragraphs 2 to 5 (inclusive), 32 to 33b (inclusive), 40 to 42 (inclusive), 47, 48, 50 and 85 of the Sickness Act apply by analogy to the supplement to sickness benefit and consecutive benefit in the situation referred to section 8, paragraph 3.
3. In the situation referred to in section 8, paragraph 3, subsection a, the benefit to which the subject is entitled, as referred to in that section, will be deducted in full from the consecutive benefit. Section 7, paragraph 4, applies by analogy. This paragraph will also be applicable if the subject is entitled to sickness benefit from the start of consecutive benefit.

Chapter 3 The survivor benefit

Section 12

1. If a subject who is entitled to a non-statutory benefit dies:
 - a. the survivor benefit, referred to in sections 35 and 36 of the Sickness Act and section 23 of the Supplementary Benefits Act will be supplemented to 100% of the calculation basis for a period of three months;
 - b. a survivor will be awarded a survivor benefit in accordance with the provisions of section 35 and section 36, paragraph 1, of the Sickness Act, if there is no longer any right to survivor benefit on the grounds of the Sickness Act solely because the subject is no longer insured under the Sickness Act. This benefit will be supplemented in accordance with the provisions under a.
2. The survivor benefit, referred to in paragraph 1, will be paid as quickly as possible, but always within one month of it being established that there is a right to survivor benefit.
3. The survivor benefit, referred to in paragraph 1, will be reduced by any other amounts to which, due to his/her death, the subject's heirs are entitled as a result of or in connection with his/her job, to the extent this job, or income from such, led to a reduction in the subject's unemployment benefit, sickness benefit, supplementary benefit by virtue of the Supplementary Benefits Act or non-statutory benefit.
4. Claims against the subject regarding any amounts paid in error on the basis of this scheme will be offset against the survivor benefit.
5. Sections 33 to 33b (inclusive) of the Sickness Act apply by analogy to the survivor benefit to the extent this has been paid in error.

Chapter 4 Lapsed

Chapter 5 Scheme promoting reintegration

Section 14 Wage supplementation

1. A subject whose right to non-statutory benefit ends, wholly or partially, within the duration, referred to in paragraph 6, due to the subject entering into a new job with the exception of an

- employment relationship considered a job on the grounds of sections 4 or 5 of the Unemployment Act, will be entitled to receive a wage supplementation if the wage he/she receives in the new job is lower than the calculation basis.
2. The first paragraph also applies to a subject who is not entitled to a non-statutory benefit, but would have been entitled had he/she not accepted the new job. For the application of the first paragraph, the subject will be treated as though, immediately following on his/her loss of hours of work he/she would, as a subject, have been entitled to non-statutory benefit.
 3. Contrary to the first and second paragraphs, the subject will have no right to wage supplementation if his/her non-statutory benefit was or would have been refused permanently in full.
 4. The right to wage supplementation ends:
 - a. to the extent the subject loses hours of work from his/her new job, as well as the right to undiminished wage payment for these hours of work;
 - b. as soon as the subject loses the right to be paid wages for this new job even though the job still exists;
 - c. as of the commencement of the calculation period referred to in paragraph 7 if, over the calculation period, the wage in the new job is no longer lower than the calculation basis;
 - d. as soon as the circumstance referred to in paragraph 3 arises;
 - e. as soon as the period of duration of wage supplementation ends.
 5. If the right to wage supplementation ends on the grounds of paragraph 4, subsections a, b or c, the subject will once again be entitled to wage supplementation if the circumstances that caused the right to end no longer exist and, within the time period referred to in paragraph 6, the subject once again satisfies the conditions laid down in the first, second or third paragraphs. During a time period in which there is a right to wage supplementation on the grounds of more than one right to non-statutory benefit, wage supplementation will only be paid in respect of the highest entitlement.
 6. Wage supplementation continues:
 - a. in respect of a subject referred to in paragraph 1 until, at the latest, the end of the duration of the period of non-statutory benefit, as established on the first day of unemployment;
 - b. in respect of a subject referred to in paragraph 2 until, at the latest, the end of the duration of the period in which he/she would have been entitled to non-statutory benefit if following on from his/her loss of hours of work he/she would, as a subject, have become unemployed.
 7. The calculation period of wage supplementation is the part of a calendar month over which the subject is entitled to a wage from his/her new job and, in respect of which, the period of duration, referred to in the sixth paragraph, has not yet expired.
 8. The wage supplementation is equal to the difference between, on the one hand, the undiminished wage in the new job and, on the other, the calculation basis, both converted to the amount that applies over the calculation period.
 9. If the new job involves fewer hours of work than the non-statutory benefit to which the subject was entitled or would have been entitled then, contrary to paragraph 8, when making the calculation referred to in paragraph 8 the calculation basis will be multiplied by the hours of work per week of the new job, divided by the hours of work per week for which the subject was entitled or would have been entitled to non-statutory benefit. If the scope of the hours worked in the new job is not fixed nor is there a fixed average of hours per week then, when making this calculation, account will be taken of the average hours of work per week in the calculation period referred to in paragraph 7. This paragraph will not be applied if both the scope of the hours of work of the new job and the right to non-statutory benefit are equal to a fulltime job.
 10. A subject who wishes to be considered for wage supplementation is obliged:
 - a. to submit an application for wage supplementation within three months of the right to wage supplementation arising;
 - b. to comply with the audit regulations laid down by the employer in accordance with annex 1;

- c. to make sufficient effort to try and find suitable work on a higher wage and to accept any such work if it is offered. If the subject fails to comply with these obligations, sections 23 and 27 of the Unemployment Act will apply by analogy.
- 11. Section 25 of the Unemployment Act will apply by analogy to wage supplementation. If the subject fails, or fails adequately, to comply with these ensuing obligations, the employer, or a party acting on its behalf, may refuse, temporarily or permanently, to pay wage supplementation partially or in full, in accordance with the provisions of annex 4.
- 12. Wage supplementation will be paid each month in arrears. Sections 30 and 36 to 40, inclusive, of the Unemployment Act apply by analogy to the wage supplementation.
- 13. For the application of this section:
 - a. a wage supplementation on another basis or a benefit which due to its nature and amount is equivalent to wage supplementation and to which the subject is entitled will be deemed to form part of the wage from the new job;
 - b. the wage in the new job will be established in the same way as the calculation basis.

Section 15 Non-statutory benefit in the event of unemployment in a new job

1. To the extent a subject entitled to a non-statutory benefit after accepting a new job is:
 - a. again unemployed and acquires a new right to unemployment benefit within the duration referred to in paragraphs 4 and 5,
 - b. entitled to sickness benefit and would have acquired a new right to unemployment benefit, as referred to under a, should he/she not have been sick, he/she will once again be entitled to non-statutory benefit in accordance with this section.
2. If a subject does not, as a subject, have any right to non-statutory benefit in respect of his/her loss of hours of work, but would have had this right if he/she had not accepted a new job, he/she will be entitled to non-statutory benefit in accordance with this section to the extent he/she:
 - a. acquires a right to unemployment benefit within the duration of non-statutory benefit applicable to him/her, as a subject, on the date of the loss of hours of work, or
 - b. is entitled to sickness benefit and would have acquired a right to unemployment benefit, as referred to under a, should he/she not have been sick.
3. The non-statutory benefit referred to in paragraph 2 will be entirely and permanently refused had this been entirely and permanently refused because the subject was not entitled to an unemployment benefit as a result of the loss of hours of work.
4. The non-statutory benefit referred to paragraphs 1 and 2 continues:
 - a. in respect of a subject referred to in the first paragraph until, at the latest, the end of the duration of non-statutory benefit, as established on the first day of unemployment;
 - b. in respect of a subject referred to in paragraph 2 until, at the latest, the end of the duration of the period in which he/she would have been entitled to non-statutory benefit if following on from his/her loss of hours of work he/she would, as a subject, have become unemployed.⁵
5. Section 43 of the Unemployment Act does not apply by analogy to the duration of benefit referred to in paragraph 4.
6. The level of the non-statutory benefit is equal to the percentage of the calculation basis, referred to in section 5a, paragraph 3, or section 9, paragraph 3, that:
 - a. would have been applicable to the subject, referred to in paragraph 1, if from the first day of unemployment he/she had had an uninterrupted right to non-statutory benefit;
 - b. would have been applicable to the subject, referred to in paragraph 2 if, from the time of the loss of hours of work, he/she, as a subject, had had an uninterrupted right to non-statutory benefit.
7. For as long and to the extent a subject is simultaneously entitled to non-statutory benefit on the grounds of this section as well as unemployment benefit, sickness benefit, other non-statutory

benefits or a benefit which by its nature and amount is equivalent to these, the non-statutory benefit on the grounds of this section will have the character of a supplement to the percentage, referred to in section 5a, paragraph 3, or section 9, paragraph 3, applicable to the subject on the grounds of paragraph 5. Section 5a, paragraph 6, applies by analogy.

Section 16 Commutation

1. At the request of the subject, the right to non-statutory benefit can be commuted in accordance with the provisions in annex 2.
2. If the right to a non-statutory benefit is commuted as of a specific moment in time, the subject has absolutely no claims on the grounds of this scheme for the period following that specific moment, provided he/she does not acquire a new right to a non-statutory benefit on the grounds of this scheme.

Section 17 Reimbursement of removal costs

A subject who is undertaking work may, on his/her request, be granted a one-off payment towards the costs incurred should it be necessary to move his/her residence; the payment will be made in accordance with the provisions in annex 3.

Chapter 6 Final stipulations

Section 18 Adjusting the benefit percentages if the benefit percentages by virtue of the Unemployment Act change

If the level of benefit by virtue of the Unemployment Act is subject to a general change, the CLA partners will enter into discussions about the potential impact of these changes on this scheme.

Section 18a Implementation provisions

1. In any cases not covered by this scheme, the employer will decide.
2. In special individual cases, the employer may – taking account of the facts and circumstances - deviate, in a positive sense, from the provisions in this scheme.
3. The provisions in respect of disability can only be applied to the extent they concur with the Work and Income (Capacity for Work) Act.

Section 19 Transitional provisions

1. In respect of severance pay awarded on a date prior to the commencement date of phase 2 of the Public Servants (Cover under Employee Insurance Schemes) Act, being January 1, 2001, the system applicable on December 31, 2000 will remain effective.
2. The ABP | Loyalis scheme for non-statutory rights in the event of unemployment expired as of October 1, 2006.
3. The ABP | Loyalis scheme for non-statutory rights in the event of unemployment will continue to apply to employees in respect of whom it was established in writing before October 1, 2006 that their employment contract would be terminated on or after October 1, 2006; this fact being demonstrated by an application for a dismissal permit submitted to the

CWI before October 1, 2006 or by an application for dissolution submitted to the district court before October 1, 2006.

4. Subjects awarded non-statutory benefit before October 1, 2006 will continue to be subject to the scheme on the grounds of which they receive non-statutory benefit.
5. Subjects who were dismissed before January 1 2007 and were awarded a supplementation, on the grounds of the application of ABP | Loyalis's wages supplementation scheme for partial disability will continue to be subject to the aforementioned scheme and the implementation regulations based on this, as these read on December 31, 2006.

Section 20 Effectiveness and short title

These regulations can be referred to as the "Scheme for prevention, reintegration and non-statutory rights in respect of unemployment."

Appendix 1

Audit regulations for wage supplementation as referred to in section 14, paragraph 10, of the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment.

Section 1

In this annex the following definitions apply:

- a. employer, subject, calculation basis, non-statutory benefit, Unemployment Act, Sickness Act: the meaning attributed to these words in the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment;
- b. commutation: commutation as defined in section 16 the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment;
- c. ASP: the body designated by the employer to implement the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment on its behalf.

Section 2

A subject who wishes to be considered for wage supplementation submits an application to ASP. The application is filed by submitting a form provided by ASP completed in full and accurately including the requested annexes, and signed by the subject involved.

Section 3

A subject who has submitted an application for wage supplementation is obliged:

- a. to periodically submit a statement of the work he/she has performed, at the times and according to the methods specified by ASP, and of the income he/she has received for the period when he/she claims wage supplementation;
- b. to appear at the requested time and place at ASP's request;
- c. to enable monitoring by ASP employees who can identify themselves with an authorization for this purpose;
- d. to immediately provide notification of a change of address or accommodations;

- e. to provide ASP access upon request and to provide copies in exchange for the cost price of books, documents and other media carriers, insofar as these can be of significance to the right of wage supplementation or for the amount of wage supplementation paid to the subject;
- f. to provide declarations to ASP upon request from and signed by his/her new employer or new employers or relevant third parties, in which these confirm the correctness of the information provided by the subject in connection with the wage supplementation.

Appendix 2

Rules governing the commutation of the right to non-statutory benefit as defined in section 16 of the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment.

Section 1

In these rules the following definitions apply:

- a. employer, subject, calculation basis, non-statutory benefit , WW, ZW: the meaning attributed to these words in the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment;
- b. commutation: commutation as defined in section 16 the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment;
- c. commutation date: the date as of which the right to non-statutory benefit is commuted
- d. ASP: the body designated by the employer to implement the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment on its behalf.

Section 2

The subject may commute his/her right to non-statutory benefit for the remaining duration if he/she starts working as an independent entrepreneur, or expands any work already being undertaken as an independent entrepreneur.

Section 3

1. Any subject wishing to commute his/her right to non-statutory benefit must submit a written and signed request to this effect to ASP. This request should explain the reasons for commuting the right and the desired date of commutation.
2. The subject may submit a written request to withdraw his/her request to commute provided the commutation amount has not been paid out. ASP will write to the subject confirming receipt of the withdrawal.

Section 4

1. Within a month of the commutation date desired by the subject or, if later, within one month of ASP receiving the request to commute, ASP will inform the subject in writing whether it:
 - a. intends to consent to the request, or
 - b. ASP is of the opinion that there are reasons for not consenting to the request as of the commutation date desired by the subject, but will consent to commutation on another date. In this notification, ASP will state the level of the commutation sum corresponding to the intended decision and offer the subject a reasonable period within which to confirm, amend or withdraw his/her request to commute.
2. As quickly as possible after receiving confirmation or amendments as referred to in paragraph 1, ASP will take a decision in respect of the request to commute.
3. ASP will dismiss the request to commute if, despite repeated requests, the subject:
 - a. has not sufficiently demonstrated any of the circumstances referred to in section 2 have arisen, or
 - b. fails to react to the notification referred to in paragraph 1.

Section 5

1. The commutation amount will be set at 30% of the amount of non-statutory benefit the subject would have received after the date of commutation had the circumstances referred to in section 2, which provide the subject with a reason to commute, not arisen.
2. When calculating the commutation sum, no account will be taken of the consequences of:
 - a. indexation of the calculation basis as of a date after the commutation date;
 - b. any right the subject has to benefit on the grounds of the Sickness Act on or after the commutation date;
 - c. other circumstances which arise on or after the commutation date, to the extent these have no influence on the non-statutory benefit in the period before the commutation date.

Section 6

1. The commutation sum will be paid within one month of the subject receiving written notification of consent to the request to commute.
2. Any claims on the subject in respect of undue amounts paid on the grounds of the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment may be offset in full against the reimbursement of removal costs.
3. Sections 36 to 36b (inclusive) of the Sickness Act apply by analogy to the survivor benefit to the extent this has been paid in error.

Appendix 3

Rules regarding reimbursement of removal costs as defined in section 17 of the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment.

Section 1

In these rules the following definitions apply:

- a. employer, subject, non-statutory benefit: the meaning attributed to these words in the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment;
- b. commuting distance: the distance between the place of residence and the place of work, established in the manner which, at the time of the decision concerning the subject's request, is usual for income tax purposes;
- c. ASP: the body designated by the employer to implement the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment on its behalf.

Section 2

1. The subject is entitled to the reimbursement of removal costs if:
 - a. he/she is entitled to a non-statutory benefit, which has not been entirely and permanently refused, and the duration of which has not expired or, had work not been accepted, would not have expired within 12 months of the commencement date of the work, and
 - b. he/she accepts work which is expected to continue for at least 12 months, and
 - c. the work causes the right to non-statutory benefit to end in respect of at least half the number of hours per week for which the subject had a non-statutory benefit right immediately before the commencement of the work, and
 - d. accepting the work necessitates moving house.
2. Moving house is deemed to be necessary for the acceptance of work if the work involves a new job which, due to its nature, necessitates the subject living within a specific area outside the area where he/she currently lives and, consequently, the subject must move to that area.³
3. Moving house will also be deemed necessary for the acceptance of work if, prior to the removal, the commuting distance between the subject's place of residence and the place of the new work is at least 50 kilometers, and after the removal is a maximum of 15 kilometers.

Section 3

1. The subject who wishes to qualify for reimbursement of removal costs must submit a written and signed request to ASP. The request should stipulate the nature of the new work, the number of hours to be worked per week, the commencement date and place of the work, the date of moving and both the old and the new home addresses.
2. A request for the reimbursement of removal costs will not be processed if ASP receives the request more than six months after the removal to which the request relates.
3. If requested, the subject must provide proof of the removal to ASP, as well as proof of other facts and circumstances which could be important in respect of the right to and level of the reimbursement of removal costs.

4. Within a month of the removal or, if later, within one month of ASP receiving the request to reimburse removal costs, ASP will make a decision regarding the reimbursement of removal costs.

Section 4

1. The reimbursement of removal costs amounts to €1,361.34.
2. If, in relation to his/her new work, the subject has his/her removal costs reimbursed from another source, this reimbursement will be deducted from the amount referred to in paragraph 1.

Section 5

1. The reimbursement of removal costs will be paid within one month of the subject receiving written notification of consent to the request to have removal costs reimbursed or, if later, within one month of the removal.
2. Any claims on the subject in respect of undue amounts paid on the grounds of the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment may be offset in full against the reimbursement of removal costs.
3. Sections 36 to 36b (inclusive) of the Unemployment Act apply by analogy to the reimbursement of removal costs to the extent this is paid in error.

Appendix 4

Rules governing sanctions in respect of infringements of the obligation to provide information as referred to section 10, paragraph 3 and section 14, paragraph 11, of the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment.

Section 1 Definitions

In this scheme, the following definitions apply:

- a. employer, subject, non-statutory benefit, wage supplementation, Sickness Act: the meaning attributed to these words in the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment;
- b. the obligation to provide information: the obligation defined in section 25 of the Unemployment Act, section 31, paragraph 1, or section 49 of the Sickness Act to the extent these apply by analogy to non-statutory benefit or wage supplementation;
- c. penalty sum, fines, category: as understood in the Penalty Decree on Social Security Legislation (*Boetebesluit socialeverzekeringswetten*);
- d. measure: a whole or partial refusal to pay non-statutory benefit or wage supplementation as referred to in section 3;
- e. urgent cause: an urgent cause as defined in the Unemployment Act and the Sickness Act;
- f. ASP: the body designated by the employer to implement the Scheme for prevention, reintegration and non-statutory rights in respect of unemployment on its behalf.

Section 2 Warning

If issuing a written warning would have been sufficient to deal with a case of non-compliance or inadequate compliance with the obligation to provide information on the grounds of the Unemployment Act or the Sickness Act, a written warning will be issued.

Section 3 Measures

1. If, on the grounds of the Unemployment Act or the Sickness Act, a subject fails to comply or to comply adequately with the obligation to provide information and:
 - a. a fine of the first or second category would have been imposed, then half the non-statutory benefit respectively wage supplementation will be withheld for 13 weeks;
 - b. a fine of the third or fourth category would have been imposed, then half the non-statutory benefit respectively wage supplementation will be withheld for 26 weeks;
 - c. a fine of the fifth or higher category would have been imposed, then the entire amount of the non-statutory benefit respectively wage supplementation will be permanently withheld.
2. When determining the category of fine that would have been imposed, benefit on the grounds of the Unemployment Act and Sickness Act will not be taken account of in the calculation of the penalty sum and the non-statutory benefit and wage supplementation will be taken account of separately.
3. The measures, referred to in paragraph 1, will become effective on commencement of the period over which the subject failed or failed adequately to comply with the obligation to provide information in respect of his/her non-statutory benefit respectively wage supplementation. If several periods are involved, the penalty sums over these periods will be added together and the measure will become effective on commencement of the first of these periods. No account will

be taken of periods in respect of which measures have already been imposed, a written warning issued or to which section 4, paragraph 1, applies.

Section 4 Culpability

1. No measures will be taken or written warnings issued if a subject cannot in any way be deemed culpable for his/her failure to comply or to comply adequately with the obligation to provide information.
2. If, given the degree to which a subject can be deemed culpable for his/her failure to comply or to comply adequately with the obligation to provide information, ASP deems the measure established on 67 the grounds of section 3 too severe, it may decide to impose a measure one degree less severe. This means that a written warning will suffice for the application of section 3, paragraph 1, under a.

Section 5 Repetition of an offense

If a subject has been given written notice that a measure has been imposed on the grounds of these rules and within two years of receipt of this notification he/she again fails to comply with the obligation to provide information, ASP may impose a measure which is one degree more severe.

Section 6 Urgent cause

If there is an urgent cause, ASP may decide not to impose any 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 rota for the following week is established every Thursday;
- b. the rota will be established on the basis, and account taken of, 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 Transitional arrangement for mortgage facility scheme

Until November 15, 2012, a mortgage facility scheme applied in the APG Group. The essential features of this facility were that, subject to certain conditions, (i) employees were entitled to a 15% discount on the mortgage interest rate offered to non-employees by Obvion; and (ii) a discount on the arrangement fee equal to half the arrangement fee applicable to non-employees. Following *inter alia* the sale of the interest held by the General Pension Fund for Public Employees (Stichting Pensioenfonds ABP) in Obvion at the end of 2012, the Executive Board of APG Group decided to terminate the mortgage facility scheme with effect from November 15, 2012. With the consent of the Dutch Tax and Customs Administration, existing discounts were facilitated until January 1, 2014.

A (further) transitional arrangement has been agreed between APG Group and the trade unions for mortgage loans arranged by employees and former employees of APG Group, its group companies and their legal predecessors (also including employees of the General Pension Fund for Public Employees (Stichting Pensioenfonds ABP)) with:

- the General Pension Fund for Public Employees (Stichting Pensioenfonds ABP), or Obvion Hypotheken to whom the mortgage facility scheme operated within APG Group was applicable.

The provisions of this transitional arrangement (applicable from January 1, 2014, until November 15, 2022) are as follows:

1. The mortgage facility scheme terminated with effect from November 15, 2012, and has no further effect. Existing discounts are facilitated until January 1, 2014.
2. If you still used the facility on December 31, 2013, you are entitled to an allowance during a (maximum) period of 106.5 months —from January 1, 2014, until November 15, 2022— subject to the following conditions. This allowance is paid monthly as a gross contribution by APG via the salary or by means of a separate payment in the case of former employees. The amount of the allowance is shown monthly on the salary slip or statement.
3. The term of 106.5 months is a maximum term. If the remaining term of the mortgage loans is less than the aforementioned 106.5 months, the period during which the allowance is provided will also be shorter. Termination of the loan or loan parts will trigger the termination of the allowance for the loan part concerned.
4. The gross allowance calculated is frozen in line with the amount of the interest rate discount applicable in December 2013 (in the case of a savings-based mortgage, the saved capital accrued at that date is deducted). Interest rate changes (upward or downward) after this date have no further impact on the compensation.
5. In order to qualify for this allowance, you must sign an authorization granting your employer permission to request the balance statement from Obvion on an annual basis during the term of the transitional scheme, so from 2014 through 2022. This is intended to enable verification of whether the loan parts are still current and no additional repayments or redemption in full have taken place.
6. In case of additional repayment or redemption in full, the monthly allowance will be recalculated. In that case, you must provide your (former) employer with all the necessary relevant details. If additional (full or partial) repayment is made, you must notify this to the HR Service Desk within

one month of the date of repayment. Any excess compensation paid must be repaid, of course, or will be set off against any amount owed to you by APG.

7. No higher compensation is payable in the event the amount of the mortgage loan is increased in the interim (the loan parts with discount on December 31, 2013 remain the starting point).
8. The gross allowance does not constitute a base for the calculation of vacation allowance, end-of-year bonus, variable remuneration, pension basis, transition compensation and any other allowances or bonus payments.

Applicability of the transitional arrangement

9. This transitional arrangement applies to anyone who used the mortgage facilities scheme on December 31, 2013, and to whom the transitional arrangement available until January 1, 2015, applied on or after that date, unless in the event of an exception as referred to below.

This transitional arrangement remains applicable upon termination of the employment:

- due to reorganization
- after two years of illness
- due to the employee's death (allowance is paid to the partner)
- due to retirement

Upon the termination of employment, in the cases referred to above, any remaining claims under the transitional arrangement will be paid out in a (gross) lump sum.

This transitional arrangement does not apply or no longer applies in the following cases

10. On termination of the employment for a reason other than mentioned under Section 9 above, for example following notice of termination by the employee or on urgent grounds. In such cases, the gross allowance will cease to be awarded from the date of termination of the employment.

The transitional arrangement does not apply to employees whose employment terminated as part of a replacement or voluntary severance arrangement in the period January 1, 2014 to January 1, 2015, but does apply to employees whose employment was terminated (after actual designation as redundant) in the period after January 1, 2014 under the terms of the "APG Group Social Plan until July 1, 2015."

11. This transitional arrangement constitutes a standard provision; consequently, the former mortgage facilities scheme is no longer applicable from December 31, 2013. This transitional arrangement is binding on anyone using the former mortgage facility scheme or deriving rights or claims from it.

Appendix 8 Social Plan January 1, 2022 until January 1, 2025

Thus agreed and signed on [date].

On behalf of APG Group,

On behalf of the trade unions,

APG Groep N.V.

FNV

APG DWS en Fondsenbedrijf N.V.

De Unie

APG Asset Management N.V.

VCPS

DOOR