

Collective Agreement

for Koninklijke KPN N.V.

June 1, 2013 to March 31, 2014

Koninklijke KPN N.V.  
HR Compensation & Benefits Nederland

June 27, 2013

## Introduction and Keynote

### PART A

#### CHAPTER 1

#### General provisions

##### General

- 1.1 Definitions
- 1.2 Term, deviations and changes
- 1.3 Disputes procedure

##### KPN's obligations

- 1.4 Availability of Collective Agreement
- 1.5 Information about rules and regulations
- 1.6 Right of complaint
- 1.7 Contribution towards union work
- 1.8 Facilities for union work
- 1.9 Reorganisation
- 1.10 Cooperation with and transfer of activities to a third party
- 1.11 Collective accident insurance

##### Your obligations

- 1.12 Reasonable instructions
- 1.13 Living near your place of work
- 1.14 Staff uniform
- 1.15 Confidentiality
- 1.16 Health & safety
- 1.17 Non-company activities
- 1.18 Ownership of inventions and accomplishments

#### CHAPTER 2

#### Employment contract

- 2.1 Probationary period
- 2.2 Fixed-term employment contract and temporary work
- 2.3 End of employment contract
- 2.4 Disciplinary measures

#### CHAPTER 3

#### Working hours, vacation and leave

##### Working hours

- 3.1 Working hours, breaks and rest periods
- 3.2 Sundays and public holidays
- 3.3 Determination of working hours (general rule)
- 3.4 Role of the Works Council

##### Vacation and leave

- 3.5 Accrual of vacation
- 3.6 Taking vacation

#### CHAPTER 4

#### Remuneration

##### Salary

- 4.1 Where to find the agreed remuneration arrangements
- 4.2 Payment of your monthly income

- 4.3 Determination of salary
- 4.4 Vacation pay
- 4.5 Additional hours

**Allowances**

- 4.6 Special allowance
- 4.7 Allowance for working unusual hours (Tot.)
- 4.8 Pensionable salary

**Supplements**

- 4.9 Collective Agreement Budget supplement
- 4.10 Overtime supplement
- 4.11 Stand-by supplement
- 4.12 Waiting time supplement
- 4.13 Travel time supplement for mobile employees
- 4.14 Supplement for working on public holidays

**Miscellaneous**

- 4.15 Long-service supplement

**CHAPTER 5 Social insurance benefits**

- 5.1 Payment while incapacitated for work
- 5.2 Occupational health supervision
- 5.3 Prevention and reintegration
- 5.4 Collective insurances for incapacity for work
- 5.5 Voluntary early retirement (VUT)
- 5.6 Pension
- 5.7 Transitional pre-pension provisions
- 5.8 Death benefit

**CHAPTER 6 Employer contributions**

- 6.1 50% discount scheme
- 6.2 Contribution towards commuting expenses
- 6.3 Contribution towards removal expenses
- 6.4 Contribution towards commuting expenses on relocation in the company's interests
- 6.5 Contribution towards telephone expenses

**CHAPTER 7 Sustainable Employability**

**General**

- 7.1 Reason for this chapter

**Training & Development**

- 7.2 Employability budget (Inzetbaarheidbudget)
- 7.3 KPN Academy
- 7.4 Training courses
- 7.5 Time investment of training courses of your own choosing
- 7.6 APL (accreditation of prior learning)
- 7.7 KPN Training & Development Fund

### **Instruments that may assist employability**

- 7.8 The SE measurement
- 7.9 Health check
- 7.10 Orientation internships
- 7.11 Voluntary demotion

### **Work and private sphere**

- 7.12 Working in accordance with the “The New Way of Working” model (“ Het Nieuwe Werken”)
- 7.13 Informal care
- 7.14 Special leave
- 7.15 Parental leave
- 7.16 Life-course scheme (Levensloopverlof)

### **Miscellaneous provisions**

- 7.17 Position of disadvantaged groups in the labour market

## **PART B**

### **CHAPTER 8 Employment conditions applicable specifically to employees placed in the General group**

- 8.1 Categorisation
- 8.2 Working hours
- 8.3 Flextime
- 8.4 Vacation
- 8.5 Salary
- 8.6 Individual salary adjustment on June 1, 2013
- 8.7 Individual salary adjustment on January 1, 2014
- 8.8 Collective Agreement Bonus

### **CHAPTER 9 Employment conditions applicable specifically to employees placed in the IT group**

- 9.1 Categorisation
- 9.2 Working hours
- 9.3 Flextime
- 9.4 Vacation
- 9.5 Salary
- 9.6 Individual salary adjustment on June 1, 2013
- 9.7 Individual salary adjustment on January 1, 2014
- 9.8 Collective Agreement Bonus

### **CHAPTER 10 Employment conditions applicable specifically to employees placed in the Retail group**

- 10.1 Categorisation
- 10.2 Working hours
- 10.3 Flextime
- 10.4 Vacation
- 10.5 Salary
- 10.6 Individual salary adjustment on June 1, 2013
- 10.7 Individual salary adjustment on January 1, 2014
- 10.8 Age-linked salary
- 10.9 Age-linked salary of Telfort shop employees
- 10.10 Payplan

**CHAPTER 11                    Employment conditions applicable specifically to employees placed in the Sales group**

- 11.1                    Categorisation
- 11.2                    Working hours
- 11.3                    Flextime
- 11.4                    Vacation
- 11.5                    Salary
- 11.6                    Individual salary adjustment on June 1, 2013
- 11.7                    Individual salary adjustment on January 1, 2014
- 11.8                    Payplan

**CHAPTER 12                    Employment conditions applicable specifically to employees placed in the Strategic Recruitment group**

- 12.1                    Categorisation
- 12.2                    Employment
- 12.3                    Working hours
- 12.4                    Flextime
- 12.5                    Vacation
- 12.6                    Salary line
- 12.7                    Collective Agreement Bonus or Payplan
- 12.8                    Allowances and supplements

**CHAPTER 13                    Employment conditions applicable specifically to employees placed in the KPN Contact group (direct employees employed by KPN Contact BV)**

- 13.1                    Categorisation
- 13.2                    Terms
- 13.3                    Temporary employees
- 13.4                    Objections committee
- 13.5                    Working hours
- 13.6                    Working hours
- 13.7                    General working hours
- 13.8                    Schedules
- 13.9                    Breaks
- 13.10                    Sundays and public holidays
- 13.11                    Job grading
- 13.12                    Salary
- 13.13                    Promotion
- 13.14                    Individual salary adjustment
- 13.15                    Individual salary adjustment on January 1, 2014
- 13.16                    Overtime
- 13.17                    Part-time work and additional hours
- 13.18                    Authorisation
- 13.19                    Working times supplement
- 13.20                    Stand-by services
- 13.21                    Collective Agreement Budget supplement
- 13.22                    Temporary responsibility supplement
- 13.23                    Health insurance
- 13.24                    Collective insurances in the event of incapacity for work
- 13.25                    Work and health
- 13.26                    Pension
- 13.27                    Transitional provisions for pension, VUT (voluntary early retirement), FLO (job-related early retirement) or pre-pension.
- 13.28                    Commuting
- 13.29                    Compensation for business travel
- 13.30                    Purposes for individual assignment of vacation entitlement

- 13.31 Discount scheme for private insurance
- 13.32 Employability budget (Inzetbaarheidbudget)
- 13.33 Which appendices from this Collective Agreement apply to you?
- 13.34 Which articles and appendices from this Collective Agreement do not apply to you?

**CHAPTER 14                    Employment conditions applicable specifically to employees placed in the KPN Contact group (indirect employees employed by KPN Contact BV)**

- 14.1                    Categorisation
- 14.2                    Terms
- 14.3                    Temporary employees
- 14.4                    Objections committee
- 14.5                    Working hours
- 14.6                    Schedules
- 14.7                    Sundays and public holidays
- 14.8                    Individual assignment of vacation entitlement
- 14.9                    Job grading
- 14.10                  Salary
- 14.11                  Individual salary adjustment
- 14.12                  Individual salary adjustment on January 1, 2014
- 14.13                  Overtime
- 14.14                  Part-time work and additional hours
- 14.15                  Authorisation
- 14.16                  Working hours supplement
- 14.17                  Stand-by services
- 14.18                  Collective Agreement Budget supplement
- 14.19                  Temporary responsibility supplement
- 14.20                  Health insurance
- 14.21                  Collective insurances in the event of incapacity for work
- 14.22                  Work and health
- 14.23                  Pension
- 14.24                  Transitional provisions for pension, voluntary early retirement, FLO and pre-pension
- 14.25                  Commuting
- 14.26                  Compensation for business travel
- 14.27                  Purposes for individual assignment of vacation entitlement
- 14.28                  Discount scheme for private insurance
- 14.29                  Employability budget (Inzetbaarheidbudget)
- 14.30                  Which appendices from this Collective Agreement apply to you?
- 14.31                  Which articles and appendices from this Collective Agreement do not apply to you?

**APPENDICES**

- Appendix 1            Payplan
- Appendix 2            Collective Agreement Bonus (applicable until January 1, 2014)
- Appendix 2A          Collective Agreement Bonus (applicable as of January 1, 2014)
- Appendix 3            Supplement for Collective Agreement Budget
- Appendix 4            Regulations on leave under the life-course savings scheme (Levensloopverlof)
- Appendix 5            Flextime scheme
- Appendix 6            Pre-pension transitional provisions for employees born before January 1, 1950
- Appendix 7            Transitional provisions for loss of prospect of pre-pension for employees born on or after January 1, 1950
- Appendix 8            Voluntary early retirement scheme (VUT)

Appendix 9 Transitional provisions for loss of prospect of voluntary early retirement for employees born on or after January 1, 1950

**APPENDICES APPLICABLE SPECIFICALLY TO KPN CONTACT**

Appendix 10 Transitional provisions  
Appendix 11 Pre-pension transitional provisions for employees born before January 1, 1950  
Appendix 12 Transitional provisions for loss of prospect of pre-pension for employees born on or after January 1, 1950  
Appendix 13 Voluntary early retirement scheme (VUT)  
Appendix 14 Transitional provisions for loss of prospect of early retirement for employees born on or after January 1, 1950  
Appendix 15 Agreement on transitional agreements KPN-KPN Contact dated April 27, 2006  
Appendix 16 Purposes for employees with individually assigned vacation entitlements (Article 13.30 or 14.27)

## Introduction

The following parties have concluded this Collective Agreement:

- 1 KPN NV, which for the present purposes represents the following companies:
  - KPN
  - iBasis Netherlands
  - KPN Contact
  - Telfort Zakelijk

and

- 2 the following four trade unions:
  - Abvakabo FNV
  - Qlix
  - CNV Publieke Zaak
  - VPP

KPN and the unions have agreed the following arrangements with each other.

This Collective Agreement applies to you, if you are employed by any of the companies ('BVs') listed under item 1. However, your position must be in one of the salary scales mentioned in this Collective Agreement.

The Collective Agreement protects your interests as an employee as well as those of KPN. While the Collective Agreement is in force KPN and the unions will do their utmost to assure good industrial relations within the company. They will ensure that the Collective Agreement is observed. Any transitional/integration agreements made between KPN and the unions are applicable.

*Note: This document is a translation from the original Dutch version of the KPN CAO 2013. In case of discrepancies between the Dutch and the English version, the contents of the Dutch CAO always prevail. No rights can be derived from the content of the English version if and where it differs from the Dutch.*



## **PART A**

Unless otherwise agreed, this section contains provisions applicable to

- all employees in the service of KPN, iBasis Netherlands, KPN Contact or Telfort Zakelijk, and
- who have been categorised in salary scales 1 to 13 or salary ranges A to M or who fall under the Strategic Recruitment chapter in part B.

A number of provisions in part A do not apply to employees of KPN Contact, however. These deviations are reported in chapters 13 and 14. Where provisions in part A apply, insofar as such emerges from the context of the provision concerned, "KPN" should also be understood to be read as "KPN Contact".

## CHAPTER 1

### General provisions

#### General

##### 1.1 Definitions

You will encounter various terms in the Collective Agreement. This section explains the meanings of the terms. If and insofar as additional deviating definitions for terms are given in Article 13.2 and in Article 14.2, for these specific groups the definitions of the term stated there shall apply, even if that term is used elsewhere in the Collective Agreement.

- a. 'Employer' means any of the parties named in the Introduction under item 1.
  - b. 'Trade unions' means any party named in the Introduction under item 2.
  - c. 'Employee' means:
    - you are employed by one of the parties named in the Introduction under item 1;
    - you work in the Netherlands and
    - you are in any of the salary scales from 1 to 13 inclusive or fall under the Strategic Recruitment chapter.
- You are not an employee within the meaning of this Collective Agreement, if you:
- have an occupational supervision or work training placement or
  - are following a dual track learning route.
- d. 'Monthly salary' means the amount of salary determined for you in the salary scale. Your salary may be above the normative salary. If so, the amount in excess of the normative salary also forms part of your monthly salary.
  - e. 'Monthly income' means your monthly salary plus allowances. Supplements do not form part of your monthly income.
  - f. 'Salary' means your monthly salary.
  - g. 'Normative salary' means the salary in the salary table at a salary position of 100%.
  - h. 'Normal working hours' means 40 hours per week, if you are covered by the Sales, IT or Strategic Recruitment chapters. If you fall under the chapter General or Retailit means 37 hours per week. In both cases, the working hours apply to a full-time contract of employment.
  - i. 'Hourly salary' means your salary per hour is 1/174th part of the salary for normal working hours, if you fall under the Sales, IT or Strategic Recruitment chapters. If you fall under the chapter General or Retail your salary per hour is 1/160.9<sup>th</sup> part of the salary for normal working hours.
  - j. Placement allowance: the allowance allocated on the basis of the transitional agreements in the context of harmonising in-sourcing.
  - k. Transfer allowance: the allowance allocated on the basis of article 4.3, paragraph 8, of this Collective Agreement or article 4.2 of the 2012 KPN Social Plan (herplaatsingtoelage) or the corresponding article in the 2013-2015 KPN Social Plan.
  - l. 'Part-time employee' means that you have agreed with your manager to work less than the normal number of hours and are paid according to the smaller number of hours.
  - m. 'Position' means the duties assigned to you by your manager, for which you must achieve a clear result.

##### 1.2 Term, deviations and changes

- 1 This Collective Agreement runs from June 1, 2013 through March 31, 2014. The Collective Agreement will end automatically on expiry of this period of time. It does not require cancellation.
- 2 Your manager may deviate from the Collective Agreement in order to agree more favourable conditions of employment with you.
- 3 KPN and the trade unions may agree changes to the Collective Agreement in the event of far-reaching changes within or outside KPN.
- 4 Where in this Collective Agreement changes for the worse are introduced, rights arising from the relevant provisions in previous Collective Agreement s shall lapse on the entry into force of this Collective Agreement. Instead of that the rights arising from the provisions in this Collective Agreement shall apply. This means, *inter alia*, that where and to the extent that

fewer entitlements are derived under this Collective Agreement, there are no rights to the additional entitlements under previous Collective Agreements.

### **1.3 Disputes procedure**

A situation may arise where KPN and the trade unions disagree about the application of a certain provision of the Collective Agreement. If so, they will try to resolve the disagreement by consulting with each other. The party with the greatest interest in reaching a resolution will set out its opinion on paper for discussion with the other parties. If the parties do not reach agreement within two months, they will submit their difference of opinion to a committee. The committee consists of three members. KPN names one member, the trade unions name one member and the other member is an independent chairperson. The committee will advise the parties.

## **KPN's obligations**

### **1.4 Availability of Collective Agreement**

The text of the Collective Agreement has been published on TEAMKPN Online. If you are unable to access TEAMKPN Online, ask your manager for a copy of the Collective Agreement.

### **1.5 Information about rules and regulations**

KPN will give you information about the rules you must observe in your work. You may be given instructions about working methods and regulations under the KPN Company Code and its sub-codes, for example. The texts of these regulations and codes can be found on TEAMKPN Online. If you cannot access TEAMKPN Online, you can get the texts from your manager. You are required to be familiar with and observe these rules and regulations.

### **1.6 Right of complaint**

KPN has a procedure for dealing with complaints. You cannot complain about general rules, but you can complain about a decision by KPN that affects you personally. For example, you cannot lodge a complaint about a reorganisation decision, but you can complain about being declared supernumerary. Similarly, you cannot complain about pay levels in the salary tables, but you can complain about the setting of your salary. KPN will seek advice from a Complaints Committee about your complaint. Together with the Works Council, KPN has agreed a separate procedure for obtaining this kind of advice. You can find it in the KPN Complaints Procedure Regulations at TEAMKPN Online.

### **1.7 Contribution towards union work**

Each year KPN gives the trade unions a contribution towards the union work they do within KPN. The contribution is EUR 18 multiplied by the average number of employees employed in that year by the companies ('BV's') listed in the Introduction under item 1.

### **1.8 Facilities for union work**

If you are an active trade union member and you assist the trade union with the union work within KPN your manager will give you certain facilities for this. You may be allowed to use conference rooms in a KPN building, for example. You may spend part of your working time on activities necessary for the union. However, the work for the union must be combinable with your job.

### **1.9 Reorganisation**

KPN strives to avoid involuntary redundancies as far as possible by increasing the employability of its employees. KPN and the trade unions have agreed arrangements for appropriate solutions. The arrangements are described in the KPN Social Plan. KPN will inform the trade unions of the reorganisation consultation procedures within KPN that involves involuntary redundancies, the estimated numbers involved and the considerations. This fulfils the obligation of dialogue and consultation as referred to in the Act on Reporting Collective Dismissal (Melding Collectief Ontslag). In view of the Social Plan the trade unions waive the waiting period in accordance with Article 5a

paragraph 1 of the Act on Reporting Collective Dismissal, unless it explicitly invokes the waiting period in the dialogue in which KPN notifies them about the reorganisation consultation procedures.

#### **1.10 Cooperation with and transfer of activities to a third party**

- 1 If KPN is considering a merger within the meaning of the Social and Economic Council ('SER') Decision concerning the 2000 Code of Practice for Mergers, KPN will take the social consequences into account in its decision-making.  
As soon as any confidentiality allows, KPN will inform the trade unions, Works Council and employees of the measures under consideration. KPN will discuss with the trade unions and the Works Council the consequences of such a merger and the measures under consideration.
- 2 If KPN transfers your work to another employer and the transfer is subject to the Transfer of Business Act, the following arrangements will apply:
  - you will automatically join that employer;
  - the nature of your employment contract (fixed term or open-ended) and your years of service at KPN will remain intact;
  - the employee benefits package of the new employer often takes effect at the time of transfer;
  - in that situation KPN will agree the transitional arrangements with the trade unions;
  - a basic principle is that the employee benefits at the new employer at the time of transfer must be equivalent to the employee benefits applicable to you at KPN;
  - entitlements to early retirement and pre-pension arrangements will be respected.

#### **1.11 Collective accident insurance**

You are covered by collective accident insurance that KPN has taken out with 24-hour cover. KPN pays the costs of the insurance.

#### **Your obligations**

##### **1.12 Reasonable instructions**

You must carry out reasonable instructions given to you by your manager. This also applies if you are required to do work other than your normal work or if you must go to a different location. Instructions of this kind are usually of a temporary nature. In all instances, your manager will consult with you beforehand. You are also required to work additional hours or overtime, if your manager instructs you to do so.

##### **1.13 Living near your place of work**

Your manager may consider it necessary for you to live close to your place of work. If so, your manager may make it mandatory for you to live at or near your place of work.

##### **1.14 Staff uniform**

You must wear staff uniform, if your manager considers it necessary for your work. You will not incur any costs for staff uniform. But you must ensure the garments are kept clean and intact. The costs of washing and maintaining the garments are payable by you.

##### **1.15 Confidentiality**

During your work you will find out many things about KPN. KPN may impose upon you an obligation to maintain confidentiality in respect of certain information. This means you must not disclose such information to anybody else. The same applies to information that you are expected to know to be of a confidential nature, such as information about and from our customers. This non-disclosure obligation will continue to exist, if you leave KPN's employ.

### **1.16 Health & safety**

You must avoid hazards for yourself and for other people during your work. You must observe the guidelines observed by KPN in the fields of safety, health and welfare. You must use the safety devices and equipment prescribed by your manager. You are not obliged to do any work that is contrary to legal or company safety regulations.

### **1.17 Non-company activities**

Any non-company activities should be reported before joining KPN or before starting the relevant activities. In 'Mijn Atrium' the 'Mijn gegevens' option offers a central point for entering all non-company activities. If you do not perform non-company activities, you must enter that information as well. You are personally responsible for keeping these records up to date. On TEAMKPN Online you will find an explanation of the kind of non-company activities that are and are not subject to the declaration obligation.

Your manager may prohibit you from performing any or some non-company activities, if he is of the opinion that the activities:

- are in competition with KPN or
- represent too much of a strain for you in combination with your work at KPN (physically or mentally);
- may harm the interests or good name of KPN.

### **1.18 Ownership of inventions and accomplishments**

- 1 KPN is the sole owner of the results of your work and of the intellectual property rights attached to those results. It makes no difference, whether you work alone or with other people. This condition applies in all instances, no matter whether it concerns activities performed in your work or using knowledge or skills acquired from KPN or results and intellectual property rights concerning KPN's business activities. This condition applies to such matters as inventions, obtained results, models, devised working practices, marketing concepts, brands, business methods, drawings, software, databases and written documents or produced works and so forth.
- 2 You must inform KPN of these results in writing as soon as possible. KPN may establish intellectual property rights to the results, in the Netherlands and other countries, such as brands and domain names, patents and model rights. You automatically assign these rights to KPN. You must give KPN your full cooperation in establishing or obtaining such rights and in holding, maintaining and exercising them. KPN will pay the costs incurred in respect of these matters.
- 3 KPN may decide to waive its right of ownership, if it does not use results that you have achieved. You may submit a written request to KPN to do this. KPN may attach certain conditions to the waiving of its right.
- 4 If KPN exercises its right to patenting, you will receive fair compensation in return. KPN has laid down rules for this matter, which you accept as part of the Collective Agreement (Compensation Regulations for Inventors in relation to patents at KPN).

## CHAPTER 2

### Employment contract

#### 2.1 Probationary period

Your first two months of employment are a probationary period. This probationary period applies to you and to KPN. KPN and you may agree in writing that there will not be a probationary period or a shorter one.

#### 2.2 Fixed-term employment contract and temporary work

Have you previously worked a number of times at KPN as a temporary worker? And were these periods repeatedly interrupted for less than three months and did you – within three months after that – join KPN on the payroll for the same work under a fixed-term contract of employment? If so, your entire period as a temporary worker at KPN will be treated as an initial contract for a fixed term. This means that within 36 months after the start of this initial temporary work period KPN and you may conclude another two contracts for a fixed term that will end automatically.

#### 2.3 End of employment contract

- 1 If you have a fixed-term employment contract it will automatically expire at the end of the agreed term. This employment contract may be terminated in the interim by either you or KPN giving written notice. The period of notice prescribed by law will apply, with a minimum of one month. If this occurs, your employment contract will always end at the end of the calendar month.
- 2 If you have an open-ended employment contract, the period of notice prescribed by law will apply. The relevant information is published on TEAMKPN Online. This also includes information about a transitional arrangement under the Flexibility and Security Act.
- 3 How does your employment contract end when you retire?  
Your employment contract will end automatically when reaching state pension age, unless you retire earlier under the provisions of Appendix 8, in which case your employment contract will end at the end of the month before the month in which you take advantage of this scheme.
- 4 If you have been on sick leave for a long time and are no longer able to work for KPN, KPN will terminate your employment contract two years after you first became unfit for work. If you would have celebrated your 25th or 40th year of service with the company within six months of leaving, you may request your manager in writing to defer your leaving of the company until immediately after your long-service milestone.

#### 2.4 Disciplinary measures

- 1 You must comply with the rules contained in your employment contract, the KPN Company Code and its sub-codes, which you can find at TEAMKPN Online as well as any supplementary company and branch rules, procedures and instructions that apply for you. Your manager may impose a disciplinary measure, if you fail to comply with these rules.
- 2 The measure may be:
  - a. a warning or a reprimand;
  - b. a suspension, possibly with a maximum reduction of your monthly income of 50%. You may be suspended for a maximum of 3 days;
  - c. removal from your position, temporarily or permanently and/or demotion to a lower position. In the latter case, your manager may decide to place you in a lower salary scale;
  - d. dismissal.
- 3 Your manager may also impose a disciplinary measure, if you fail to comply with the KPN regulations covering sick leave, which you can also find at TEAMKPN Online. This may be one of the following measures:
  - a. a written warning;
  - b. reduction of continued payment of your monthly income during sick leave to the minimum wage applicable to you;
  - c. stopping of continued payment of your monthly income, if you obstruct or delay your recovery or make an insufficient effort to reintegrate;

- d. dismissal if, even after a deduction from your monthly income, you still make an insufficient effort to reintegrate.
- 4 KPN will reinstate you orally and in writing, if an investigation indicates that the disciplinary measure was wrongly imposed against you. If you have been suspended, KPN will grant you any salary that was withheld for the days on suspension.

## CHAPTER 3

### Working hours vacation and leave

#### Working hours

##### 3.1 Working hours, breaks and rest periods

The provisions of the Working Hours Act apply to working hours, breaks and rest periods. KPN deviates from the provisions in the Act in a number of respects. This concerns the following subjects:

##### Working hours

- working hours are the hours between the start and finish times prescribed for your duties;
- each day your maximum working hours are 9.5 hours and each week your maximum working hours are 45 hours. However, you may work up to 48 hours per week, if you are in a roster with 24-hour shifts or continuous shifts.

##### Night shift

- in a night shift you work entirely or partially between 00:00 and 06:00 hrs;
- during a nightshift you work a maximum number of 9 hours;
- you may not work more than 6 night shifts in a row;
- in 13 successive weeks, you may not work more than 25 night shifts. However, if your work finishes before 02:00 hrs, you may work no more than 52 night shifts in that period of 30 weeks.

##### Breaks:

- a break is an uninterrupted period of at least 15 minutes in which you are not required to work;
- the break must be at least 30 minutes, if the number of uninterrupted working hours exceeds 5.5. The break must be 45 minutes in the case of 8 uninterrupted working hours;
- unless your manager decides differently, the break is your own time;
- breaks of one hour or less between 22:00 and 06:00 hrs are considered working hours, if at least 3.5 of those working hours fall between 00:00 and 06:00 hrs;
- your break may be forfeited. This will occur, if during the break your work cannot be performed by another employee. Similarly, you may not have a break, if your work requires that you can be contacted at all times.

##### Standby:

- standby is the time over and above your working hours that you must be available to perform work that occurs unexpectedly;
- you cannot be placed in a standby roster for 7 x 24 consecutive hours more than once in any period of four weeks;
- if you work at TV&Media, you cannot be placed in a standby roster for 7 x 24 consecutive hours more than once in any period of three weeks

##### Overtime

- this is time when at the request of your manager you occasionally perform work for KPN over and above the normal working hours for a full-time employee.

##### 3.2 Sundays and public holidays

You are not required to work Sundays or public holidays, unless your work is essential and you have agreed this with your manager. There may also be special circumstances that make it necessary for you to work Sundays or public holidays. Public holidays are New Year's Day, Easter Sunday, Easter Monday, Ascension Day, Whit Sunday, Whit Monday, Christmas Day, December 26, the day on which the birthday of the head of state is celebrated and, every five years, Liberation Day.

You must work on Sunday, only if you consent to do so. You may work not more than 13 Sundays in any period of six months. If you normally work Mondays to Fridays and a public holiday falls on one of those days, KPN will continue paying your monthly income over that public holiday.



### **3.3 Determination of working times (general rule)**

- 1 Your manager decides when you work. As far as is possible, your manager will take into account your private circumstances. This will obviously be done only to the extent reasonable. Your private circumstances may concern such matters as your duty to care for children, care for family members who are dependent on you and possibly responsibilities that you have in the community. Your manager will further attempt to schedule your working hours in a way that gives you a regular working pattern.
- 2 Your working hours will be set down in rosters. A roster states the working hours applicable to you and to your colleagues. Rosters are drawn up for periods of 3, 6 or 12 months. The working hours of an employee with a full-time employment contract are at least 30 and at most 45 hours per week.
- 3 You will be informed of your roster at least 28 days in advance. In exceptional situations, your manager may deviate from this period of time in consultation with the Works Council.
- 4 If you work in accordance with the "The New Way of Working" model other provisions apply which you can find in Article 7.12.

### **3.4 Role of the Works Council**

In consultation with the Works Council, KPN may:

- prescribe, change or withdraw the working hours arrangements;
- impose rules for the maximum time of performance of certain activities attached to a position;
- agree that work will be performed on Sundays and public holidays due to exceptional circumstances;
- shorten the time (28 days) for making known a roster.

### **Vacation and leave**

#### **3.5 Accrual of vacation**

- 1 Each calendar year you are entitled to vacation. Over the period of one calendar year you will accrue an entitlement equal to four times the working hours applicable to you.
- 2 If you join KPN in the course of the calendar year, KPN will determine your accrual in proportion to the number of hours that you would accrue over a full calendar year.
- 3 If you leave KPN in the course of the calendar year KPN will determine the time that you were in its employ in that year. Your vacation accrual will be determined in proportion to the number of full calendar months of your employment. If your employment contract lasted less than two months, KPN will determine your vacation accrual according to the exact number of days that you were in its employ.
- 4 If you become incapacitated for work during your vacation but are entitled to continued payment of your monthly income, the days on which you are sick during your vacation will not be deducted from your vacation entitlement. You must then be able to prove that you were sick during your vacation, for example with a doctor's note.

#### **3.6 Taking vacation**

- 1 You must request vacation via Atrium. You must state the start and finish dates. Your request will be subject to the approval of your manager. Your manager may deviate from your wishes only if there are pressing reasons for doing so. This could be the case, for example, if it is essential to ensure minimum staffing at your department or due to unforeseeable exceptional circumstances.
- 2 In consultation with the Works Council, KPN may designate certain days as vacation days for its entire workforce or large groups of personnel.
- 3 Vacation is taken in hours. Your vacation entitlement will be reduced by the number of hours that you should have worked on your vacation day according to the roster.
- 4 KPN may lay down further conditions for how you take your vacation. Where applicable vacation requests will be approved based on rules agreed upon with the Works Council. If this is not possible, your manager will arrive at a solution in consultation with you.

- 5 During your vacation KPN will pay you your monthly income, Collective Agreement Budget supplement and any personal supplement(s) you receive due to the increase in your contribution to the cost of the pension scheme as of July 1, 2010 and January 1, 2011.
- 6 If you leave service in the course of the calendar year your manager will determine your surplus or deficit of vacation. If you have a deficit, this will be settled in your final salary payment. If you have a surplus, your manager will discuss with you whether this surplus is to be settled in your final salary payment or you are to take the remaining vacation before you leave the company.
- 7 You may take a vacation day to celebrate a non-Christian holiday. In this case, paragraph 1 of this provision applies.

## CHAPTER 4

### Remuneration

#### Salary

##### 4.1 Where to find the agreed remuneration arrangements

Chapters 8 through 12 contain the arrangements agreed for your fixed and variable remuneration. This chapter deals only with the arrangements that apply to all employees. The category into which your position falls (General, Sales, IT, Retail or Strategic Recruitment) makes no difference.

##### 4.2 Payment of your monthly income

You will receive your monthly income not later than on the 23rd of the calendar month through transfer to the bank account number you gave KPN.

##### 4.3 Determination of salary

- 1 Your salary will be based on the salary table that applies to you (see chapters 8 through 12). The salary scale that applies to you depends on the level of your position.
- 2 To determine the level of your position, KPN uses the Hay method as a job grading system. KPN has a job matrix for positions covered by the Collective Agreement. The matrix consists of standard positions. Your manager decides the standard position appropriate to the content of your job. You have a standard position that has been graded. Your manager will indicate the salary scale that applies to your position.
- 3 If you believe that the standard position is not in keeping with the essence of your work or that your manager has not placed your position in the correct scale, you should first discuss the matter with your manager. Your manager will then take a decision and inform you of it in writing. If you disagree with that decision, you may lodge a complaint.
- 4 Within the salary scale, you will receive a salary appropriate to your experience and your job performance. The amounts stated in the salary scales are gross amounts per month. The amounts apply to a full-time employee. If you work part-time, the amounts will be reduced in proportion to your working time.
- 5 You might not yet have enough experience to perform your position fully. If so, your manager may place you, for not more than six months, in a salary scale lower than the one applicable to the level of your position.
- 6 If you move to a higher scale, your salary increase will be determined by the difference between the starting salaries of the old and new scales. The increase will amount to half of that difference. This applies if you move to a higher scale within the same group. If you move to a different group, KPN will set your new salary by applying the same principle.
- 7 If you receive a transfer allowance and are placed in a position with a higher scale level that is equal to the scale level of the position that entitled you to the transfer allowance, you will be placed in the scale of your new position at such a level that the transfer allowance ceases to exist.
- 8 If your job content changes, your manager will decide whether the burden attached to your position remains the same or increases or decreases. Your manager will also decide whether you will remain in the same scale. It may occur that your position is placed in a lower scale. If so, you will retain your old salary scale for 24 months. After 24 months, you will be placed in the lower scale. If your most recently earned monthly salary is lower than the normative salary of the new (lower) salary scale, you will be placed in the scale at the normative salary of the lower scale. You will then receive as a transfer allowance the difference compared with your most recently earned salary. If you already had a relative salary position above 100%, the higher percentage will continue to apply in the new salary scale. You will then receive the difference compared with your most recently earned monthly salary as a transfer allowance. KPN will reduce the transfer allowance by the amount of future increases in your monthly salary.
- 9 If due to a harmonisation you are placed in the KPN salary scale and your salary resulting from the harmonisation is less than the starters' salary of that scale, the harmonisation protocol in question may deviate from that provided in paragraphs 1 and 4.

#### 4.4 Vacation pay

You are not entitled to separate vacation pay; this forms part of the Collective Agreement Budget.

#### 4.5 Additional hours

- 1 Additional hours are hours that you work as a part-timer over and above the hours agreed with you in your contract. If you work more than your agreed normal working hours (see chapters 8 through 12), the hours that you work in excess of your normal working hours will be considered overtime (see 4.10).
- 2 For working additional hours you will receive the hourly salary that applies to you. You will accrue vacation over these hours. Additional hours also count towards:
  - payment during incapacity for work;
  - the size of benefits under voluntary early retirement;
  - your pension;
  - transitional pre-pension provisions (Appendix 6);
  - the Collective Agreement Budget (from January 1, 2009).
 You may also qualify for the allowance for working unusual hours over (see article 4.7) for these hours.
- 3 In certain situations your manager will decide the period over which it will be calculated whether you worked more or less hours than agreed with you. This will be the case, if:
  - your roster has been changed or
  - your working hours were not determined beforehand.
 If you worked more hours, you will have worked 'plus' hours. If you worked fewer hours, the 'minus' hours will be set off against any 'plus' hours of the following period(s). Twice each year, in March and September, your 'minus' hours outstanding at that time will cease to exist.

### Allowances

#### 4.6 Special allowance

Your manager may award you a special allowance in the interests of the company. You will receive such an allowance temporarily.

#### 4.7 Allowance for working unusual hours (Tot.)

- 1 You may qualify for an allowance for working unusual hours, if:
  - a. you have been placed in any of the salary scales between 1 and 10 inclusive and
  - b. you regularly work unusual hours and
  - c. there is no overtime.
- 2 The allowance is a percentage of your hourly salary. The percentage depends on the day and time that you worked. Refer to the table below.

	00:00-06:00	06:00-07:00	07:00-08:00	08:00-14:00	14:00-18:00	18:00-19:00	19:00-22:00	22:00-24:00
Monday to Friday:	40%	20%	-	-	-	-	20%	40%
Saturday:	40%	40%	40%	-	25%	40%	40%	40%
Sunday:	100%	100%	100%	100%	100%	100%	100%	100%

If you work Mondays to Fridays between 06:00 and 07:00 hrs or between 19:00 and 22:00 hrs, you will receive an allowance only if your work starts before 06:00 or ends after 20:00 hrs. You receive the allowance only over hours that you actually worked. You do not receive an allowance if you are on vacation or sick leave.

- 3 Different percentages will apply if you work in a 24-hour shift or continuous shift. The allowance will then be calculated according to the table below.

Hours:	00:00-06:00	06:00-08:00	08:00-14:00	14:00-18:00	18:00-22:00	22:00-24:00
Monday to Friday:	40%	20%	-	-	20%	40%
Saturday:	40%	40%	-	25%	40%	40%
Sunday:	100%	100%	100%	100%	100%	100%

If you work Mondays to Fridays between 06:00 and 08:00 hrs or between 18:00 and 22:00 hrs, you will receive an allowance only if your work starts before 06:00 or ends after 19:00 hrs. You receive the allowance only over hours that you actually worked. However, you will also receive the allowance if you are incapacitated for work. You will then get the allowance that you would have received had you not become incapacitated for work. If it is impossible to determine how much this is, the average allowance for working unusual hours in the 3 months prior to your incapacity for work will be used as a basis. A 3-month period sometimes fails to produce a fair outcome. If this occurs, a period of 12 months will be applied.

- 4 The allowance for working unusual hours will continue to be paid out for not more than 6 months if, on KPN's instructions and in its interests, you temporarily perform work that carries a smaller or no entitlement to such an allowance. The same applies, if you take a job-related training course. The size of this allowance for working unusual hours will equal the allowance for working unusual hours that you would have received in your 'own' roster. If KPN is unable to determine what this is, you will get per month the average monthly allowance for working unusual hours over the 3 most recent months before you temporarily started to perform different work.
- 5 KPN will raise the total amount of the allowance for working unusual hours calculated in accordance with this provision by 8%.

#### **4.8 Pensionable salary**

- 1 For pension accrual purposes the pension regulations of the KPN Pension Fund (*Stichting Pensioenfonds KPN*) make a distinction between fixed and variable pensionable salary.
- 2 The following payments are treated as fixed pensionable salary for pension accrual purposes:
  - monthly salary;
  - additional hours;
  - the Special allowance (see 4.6);
  - the Flextime allowance (see 8.3 or 10.3);
  - the transfer allowance (see 4.3 paragraph 8 and Article 4.2 of the 2012 KPN Social Plan or the corresponding article in the 2013-2015 KPN Social Plan);
  - the placement allowance
  - the demotion allowance (see 7.11);
  - 75% of the Collective Agreement Budget awarded.
- 3 For pension accrual purposes, the following payments are treated as variable pensionable salary:
  - the allowance for working unusual hours (see 4.7).

### **Supplements**

#### **4.9 Collective Agreement Budget supplement**

You will receive a supplement ('Collective Agreement Budget') equal to 12.5% of your gross monthly salary. You can have this supplement paid out or you can use it for a number of purposes. See Appendix 3 for more information about this supplement.

#### **4.10 Overtime supplement**

- 1 Your manager may ask or require you to work more time than agreed with you. If this means that you must work more than the normal working hours applicable to you, it will be considered overtime. If you have been placed in any of the scales between 1 and 10 inclusive, you will receive compensation for this work. You will not receive compensation, if you must work less than half an hour of overtime.
- 2 In certain situations, your manager will decide the period over which it will be calculated whether you have worked more time or less time than agreed with you. This will be the case if:
  - your roster has been changed or
  - your working hours were not determined beforehand.If you worked more hours, you will have worked 'plus' hours. If you worked fewer hours, the 'minus' hours will be set off against any 'plus' hours of the following period(s). Twice each year, in March and September, your 'minus' hours outstanding at that time will cease to exist.

- 3 There are some hours that do count as worked hours when determining the number of overtime hours: These hours are:
- the hours that you are incapacitated for work;
  - the hours when you received time off in lieu;
  - the hours of vacation or special leave that you had.
- 4 The overtime compensation consists of:
- time off in lieu, equal to the number of overtime hours and
  - a supplement in money for each hour of overtime.
- 5 You will be awarded time off in lieu as quickly as possible. This will be not later than in the sixth month after the month you worked overtime. Your manager will make the fullest possible allowance for your wishes.
- 6 Your manager may decide that time off in lieu is not in the interests of KPN. In that case, you will receive a supplement in money equal to your hourly salary for each hour of overtime.
- 7 The supplement in money mentioned in paragraph 4 is a percentage of your hourly salary. The percentage is:
- |    |  |      |
|----|--|------|
| a. | Monday 06.00 hrs to Saturday 18.00 hrs for the first 2 overtime hours per day                          | 30%  |
| b. | Monday 06.00 hrs to Saturday 18.00 hrs for the overtime hours after the first 2 overtime hours per day | 50%  |
| c. | Saturday 18.00 hrs to Monday 06.00 hrs   | 100% |
| d. | public holidays  | 200% |
| e. | the day following a public holiday from 00:00 to 06:00 hrs   | 200% |
- 8 If you have been placed in scale 11 or higher, you may still sometimes qualify for compensation for overtime. This will be the case if you are required to work overtime on public holidays or before 06:00 hrs of the day that follows a public holiday. The supplement will be 200% of your hourly salary.

#### **4.11 Standby supplement**

The provisions of this article apply if you have been placed in any of the scales between 1 and 10 inclusive.

- 2 You will receive a supplement if you have been scheduled to work standby hours. The supplement is a percentage of your hourly salary and is:
- |   |                             |     |
|---|-----------------------------|-----|
| - | Monday to Friday:           | 5%  |
| - | Saturday:                   | 10% |
| - | Sunday and public holidays: | 13% |
- 3 It is also possible that you will receive a fixed monthly supplement. This will occur only if KPN has agreed arrangements in this regard with the Works Council for a group of employees. The fixed supplement will never be lower than the supplement that you would get under paragraph 2 of these provisions.
- 4 You may sometimes be required to work standby hours. If so, you will receive compensation for the hours that you worked during the standby hours (including traveling time). The compensation will be:
- time off in lieu, for the number of hours that you worked and
  - a supplement in money. For each hour worked you will receive a percentage of your hourly salary. The percentage is:
- |  |      |
|--|------|
| Monday 06:00 hrs to Saturday 18:00 hrs                     | 50%  |
| Saturday 18:00 hrs to Monday 06:00 hrs                     | 100% |
| Public holidays  | 200% |
| the day following a public holiday from 00:00 to 06:00 hrs | 200% |
- You will receive this compensation additional to the compensation under paragraphs 2 or 3.
- 5 Your manager will decide in consultation with you when you may take the time off in lieu. Your manager may decide that time off in lieu is not in the interests of KPN. If this occurs, you will receive a supplement in money equal to your hourly salary for each hour worked.
- 6 Your manager may oblige you to be reachable by phone outside your working hours. For being reachable you will receive a supplement of €5.70 gross. This amount applies to each uninterrupted period of 24 hours at most. You will not then qualify for the other compensations under this provision.

#### **4.12 Waiting time supplement**

- 1 The provisions of this article apply, if you have been placed in any of the scales between 1 and 7 inclusive.
- 2 Waiting time is time when you have a commitment towards KPN, but without actually performing work, being on standby or working mobile. Waiting time occurs, if you must travel longer, because at the request of your manager you are working somewhere other than your usual workplace. Waiting time also occurs, if you must attend courses or take training.
- 3 Waiting time is determined per day:
  - a. first, the basic time will be calculated. The basic time is the time between your departure from home and your return to home, minus one hour. If you must travel and spend the night away from home, the place of your overnight stay will be considered your home for the purposes of this calculation;
  - b. then, your working hours, break, overtime and any additional hours on that day will be added up;
  - c. the total of paragraph 3b will be deducted from the basic time referred to in paragraph 3a;
  - d. the difference will be the hours of waiting time.
- 4 Compensation for waiting time consists of time off in lieu for the number of hours of waiting time. The fullest possible allowance will be made for your wishes for taking this time. Your manager may decide that time off in lieu is not in the interests of KPN. If so, you will receive compensation in money, equal to your salary per hour for each hour of waiting time.

#### **4.13 Travel time supplement for mobile employees**

- 1 The provisions of this article apply, if you have been placed in any of the scales between 1 and 10 inclusive.
- 2 Your manager will decide, whether you fall into the category of mobile employees. You must in any event satisfy one of the following descriptions:
  - your position requires interruption of your daily working periods by short periods of travel;
  - your position requires that you generally perform your work at different places in the country.Mobile working excludes attending courses and taking training.
- 3 If you have been placed in the category of mobile employees, you will qualify for compensation of traveling time. The compensation for traveling time consists of time off in lieu of the number of traveling hours. The fullest possible allowance will be made for your wishes for taking this time. Your manager may decide that time off in lieu is not in the interests of KPN. If so, you will receive compensation in money, equal to your hourly salary for each hour of travel.
- 4 The supplement will be calculated in the same way as described at 4.12 paragraphs 3 and 4 (supplement for waiting time).

#### **4.14 Supplement for working on public holidays**

- 1 The provisions of this article apply, if you are required to work on a public holiday in a situation other than overtime.
- 2 You will receive a supplement for each hour worked on the public holiday. The supplement equals 100% of your hourly salary.

You will receive the supplement in addition to any entitlement to an allowance for working unusual hours. If the public holiday falls on a day other than a Saturday or Sunday, you will additionally receive time off in lieu of the number of hours worked.
- 3 If you are required to work after 18:00 hrs on the evening before Christmas Day or on New Year's Eve, you will receive a supplement equal to 100% of your hourly salary. You will receive the supplement only if your working time ended after 19:00 hrs.
- 4 If you are required to work before 06:00 hrs on the day following a public holiday, you will receive a supplement equal to 100% of your hourly salary.

## Miscellaneous

### 4.15 Long-service supplement

- 1 You will receive a long-service supplement if you have been employed by KPN or by its legal predecessor for 25 or 40 years. The supplement consists of:
  - 1 × your gross monthly salary up to a maximum of the normative salary or final salary for 25 years of service, and
  - 1.5 × your gross monthly salary up to a maximum of the normative salary or final salary for 40 years of service.KPN withholds and pays your income tax and social Insurance contributions. The supplement you receive is a net amount.
- 2 KPN will calculate the long-service supplement based on your monthly salary at the date of your long-service milestone.
- 3 If you switched from full-time to part time during your employment or vice versa, KPN will determine the amount of the long-service supplement proportionately, based on the time that you worked for KPN part-time or full-time.



## CHAPTER 5

### Social insurance benefits

#### 5.1 Payment while incapacitated for work

- 1 a. Duration and level of payment  
If you are unable to work, because you are sick, you will be considered incapacitated for work. While you are incapacitated for work, KPN will, for a maximum of 104 weeks, pay you 70% of your monthly income, your Collective Agreement Budget supplement and any personal supplement(s) you receive due to the increase in your contribution to the cost of the pension scheme as of July 1, 2010 and January 1, 2011. Periods of incapacity for work will be added up, if they follow on from each other with an interruption of less than 4 weeks.

The payment will be based on the monthly income that you earned in the position you held at the time you became incapacitated for work. In the first 52 weeks of your incapacity for work, KPN will top up to 100% your monthly income, your Collective Agreement Budget supplement and the personal supplement, previously referred to in this provision. During your incapacity for work, you will accumulate your pension, as if you were receiving 100% of your monthly income. Your contribution to your pension and any concession referred to in provision 5.6, paragraphs 6 and 7, will, however, be calculated over your monthly income and your Collective Agreement Budget supplement.

The table below shows the payment and pension accrual.

Incapacity for work	Continued payment	Pension accrual
Week 1 through week 52	100%	100%
Week 53 through week 104	70%	100%

- b. Coincidence with other benefits  
If during the 104 weeks you also receive statutory benefits under the WAO (Incapacity for Work Act) or WIA (Work and Income According to Labour Capacity Act), these benefits will be deducted from the payment that you receive.
- c. Additional hours  
Any additional hours that you have worked will also count. Your monthly income will be increased by the average number of additional hours that you worked in the last three months. If this produces an unfair outcome, KPN will consider a period of 12 months.
- 2 KPN is not obliged to make payment, if:
- KPN or UWV (Employee Insurance Agency) impose a sanction on you, for example because you do not cooperate in returning to work;
  - your incapacity for work was caused by another party and you are therefore able to claim damages. KPN will make the payment to you by way of an advance, pending the compensation received from the other party. A precondition for this arrangement is that you must transfer the claimed compensation to KPN;
  - KPN is able to recover the wage damage from a third party and you fail to provide the required information despite having been requested to do so by KPN;
  - you fail to apply for statutory benefits under the WAO (Incapacity for Work Act)/WIA (Work and Income According to Labour Capacity Act) even though you are entitled to them in principle. The same applies if you fail to authorise UWV to transfer your WAO/WIA benefits to KPN.

#### 5.2 Occupational health supervision

- You are entitled to occupational healthcare
- KPN provides good working conditions in accordance with the prevailing laws and regulations.
- KPN may request a physician of its choosing to examine, whether you are incapacitated for work. KPN will inform you of this in writing, stating its reasons for requiring such an examination. You are required to cooperate. KPN will inform you of the opinion given by the physician. You may ask UWV for a second opinion, if you disagree with the aforementioned opinion.

- 4 KPN will reimburse any travel and subsistence expenses you incur for the aforementioned medical examination. KPN will set the level of this reimbursement based on the KPN rules for allowances (domestic business trips). For staff of KPN Contact, KPN establishes the allowance based on Articles 13.29 and 14.26 in this Collective Agreement.

### **5.3 Prevention and reintegration**

- 1 KPN takes the following measures to prevent incapacity for work:
- a. KPN keeps absenteeism records for annual discussion with the Works Council;
  - b. KPN performs risk analyses and, depending on the outcome, may conduct other research;
  - c. KPN devotes attention during the training of its managers to the prevention of sickness and incapacity for work.
- 2 If you are incapacitated for work, KPN will promote your return to work by:
- a. engaging (medical) specialisations at an early stage, where necessary, via the Organizational Health Coach or the company doctor;
  - b. engaging a reintegration consultant to look for a reintegration place or other suitable work for you;
  - c. reimbursing you for training expenses and associated travel and subsistence expenses, if training will promote your return to work;
  - d. giving you priority over other candidates, if you are found to be suitable for a vacancy. This is similar to the priority given to a supernumerary employee in job application procedures under the KPN Social Plan.
- 3 Your manager may agree arrangements with you to ease the burden of your work.

### **5.4 Collective insurances for incapacity for work**

- 1 Top-up insurance under WIA (WIA-Bodemverzekering)  
You may take out the WIA top-up insurance. The insurance will pay out, if you: are found by a WIA assessment to be less than 35% incapacitated for work;
- have medical limitations and
  - incur a loss of salary.
- The payment equals 70% of the daily wage for social security purposes and is paid out in proportion to your incapacity for work.
- 2 Top-up insurance under WGA (WGA Gat Verzekering)  
You may join an insurance scheme for WGA top-up insurance. This insurance will pay out, if you:
- are found by a WIA assessment to qualify for WGA benefits and
  - work less than you could work in the WGA follow-up phase.
- The payment consists of a top-up to the maximum daily wage for social security purposes and is paid in proportion to your incapacity for work.
- 3 KPN will deduct the premiums for these two insurances from your salary and pay them to the insurer.
- 4 You are free to decide, whether or not you wish to take these insurances.

### **5.5 Voluntary early retirement (VUT)**

- 1 You may retire early at 61 or on reaching 40 years of service, provided that you meet the following conditions:
- a. you were in the employ of KPN on March 31, 1996; and
  - b. on April 1, 1996 you had 25 or more years of service and
  - c. you were employed continuously by KPN from March 31, 1996 up to and including the date on which you can retire early.
- 2 Appendix 8 applies to you, if you were born before 1950.
- 3 Appendix 9 applies to you, if you were born on or after January 1, 1950.
- 4 You must enter your early retirement in Atrium at least three months in advance.
- 5 You will not qualify for flexible retirement or the transitional pre-pension provisions, if you retire early in one of these ways.

## 5.6 Pension

- 1 KPN will enroll you as a member of the KPN Pension Fund (Stichting Pensioenfonds KPN). Your membership is mandatory.
- 2 You pay a contribution towards the costs of the pension scheme. KPN will deduct the contribution from your monthly income and remit it to the KPN Pension Fund.
- 3 Your contribution to the costs of the pension scheme amounts to 7% of your monthly income plus 75% of your Collective Agreement Budget supplement, less the offset. You do not accrue any pension entitlement on the offset, and do not pay any premiums, as you accrue entitlements to the state pension (AOW) on that amount. If you work part-time, the offset will be adjusted to the scale of your employment contract. The offset is adjusted annually to the level of the AOW benefits, in the manner laid down in the pension regulations.
- 4 If you joined KPN before January 1, 2011 and have been continually in the service of the company since then, by way of departure from the preceding paragraph, your contribution to the costs of the pension scheme amounts to 6% of your monthly income plus 75% of your Collective Agreement Budget supplement, less the offset.
- 5 Paragraph 4 of this Article is a standard provision in the KPN Collective Agreement 2011 that replaced provision 5.6 paragraph 4 of the KPN Collective Agreement for 2010. This means that the level of the personal contribution that applied on December 31, 2010 pursuant to provision 5.6 paragraph 4 of the KPN Collective Agreement for 2010 for employees as referred to in paragraph 4 is ineffective as of January 1, 2011.
- 6 For employees who were employed by KPN before January 1, 2011 according to the KPN Collective Agreement 2010 and remained in the service of the company continually since then, a personal gross supplement applies as of January 1, 2011. That supplement serves as compensation for the increase in the costs of the pension scheme as of January 1, 2011, pursuant to Article 5.6 paragraph 6 of the KPN Collective Agreement for 2011.
- 7 For employees who were employed by the company on June 30, 2010 according to the KPN Collective Agreement for 2008-2009 and remained in the service of the company continually since then, a personal gross supplement applies as of July 1, 2010. That supplement serves as compensation for the increase in the costs of the pension scheme as of July 1, 2010, as described in Article 5.6 paragraphs 6 and 7 of the KPN Collective Agreement for 2010.
- 8 Indexation of the accrued pension entitlements and the pensions is conditional and depends on a resolution to be taken by the pension fund board. This indexation is based on the percentage by which the consumer price index for all households (derived) deviates in September of the year preceding indexation from the same price index in September of the year before (first publication by CBS). Indexation is conditional and depends on the funds that the pension fund has available. The ambition for indexation is 100%.
- 9 Changes in the pension scheme on January 1, 2014 in connection with the Raising of the State Pension Age and Standard Pension Retirement Age Act (Wet verhoging AOW- en pensioenrichtleeftijd) do not affect the rights and obligations as set out in Appendices 6 to 9.
- 10 Paragraphs 1 to 9 inclusive of this Article do not apply to you, if you are in the service of
  - KPN or Telfort Zakelijk and if you are subject to the 'Harmonisatieafspraken Telfort naar KPN CAO' of 20 December 2012 and/or
  - Telfort Zakelijk and if you are subject to the 'Integratieafspraken Atlantic Telecom Arbeidsvoorwaarden naar KPN CAO' of December 2012.Collective Agreement parties are negotiating a new pension scheme. If the collective agreement parties agree a new pension scheme and you fall under the 'Harmonisatieafspraken Telfort naar KPN CAO' this new pension scheme applies to you from the moment KPN applies this new pension scheme or from a later date as agreed by the collective agreement parties. If you fall under the 'Integratieafspraken Atlantic Telecom Arbeidsvoorwaarden naar KPN CAO' it may be that the collective agreement parties agree that this application will take place at a later date in line with the 'Integratieafspraken'.

## 5.7 Transitional pre-pension provisions

- 1 You qualify for the transitional pre-pension provisions in Appendix 6 if you have been in the employ of KPN continuously since March 31, 2000 and were born before January 1, 1950.
- 2 You qualify for the transitional provisions compensating for the loss of the prospect of a pre-pension, as described in Appendix 7, if you have been in the employ of KPN continuously since March 31, 2000 and were born between January 1, 1950 and January 1, 1960.

## **5.8 Death benefit**

- 1 On your death KPN will pay out any monthly income and any Collective Agreement Budget supplement not yet paid out at the time of your death plus a net lump sum payment of 3 times the gross monthly income.
- 2 This payment will be made to:
  - the surviving spouse/partner or in the absence thereof:
  - the children who are minors or in the absence thereof:
  - the person for whom you cared financially and who incurred costs.
- 3 Any death benefits to which you are entitled under statutory sickness or industrial disability insurance will be deducted from this payment.
- 4 If you were receiving payment for additional hours, the monthly income will be based on the average number of paid hours over the three months immediately prior to your death.

## CHAPTER 6

### Employer contributions

#### 6.16.1 50% discount scheme

- 1 You can get a 50% discount on the recommended price of a number of KPN's products and services. If any other sort of discount applies to the recommended price of the product or service, the total discount will never be more than 50%.
- 2 Pursuant to tax legislation, KPN may give you a maximum tax-free discount. This amount is increased by any unused amounts from the two preceding years. Any discount in excess of that amount will be taxed in full. There can only be scope from earlier years, if you were in the service of the company in those years, fully or in part. The maximum amount per year is published on TEAMKPN Online.
- 3 KPN will always decide to which products and services the discount applies. You can view a list of these products and services and the supplementary conditions which apply to this discount scheme at TEAMKPN Online.

#### 6.2 Contribution towards commuting expenses

- 1 You will receive a contribution towards the costs that you incur to travel from home to work, provided you commute to the place you usually work on 60% or more of the days you work. No contribution will be paid for any journey for which KPN arranged (partially arranged) transportation.
- 2 KPN will pay you the contribution each month. KPN will calculate the contribution on the assumption that you normally travel to your work the same number of days each week. The amount of the contribution is shown in the table below and depends on:
  - the number of kilometres that KPN calculates that you travel from home to work and
  - the number of days per week that you make this journey.

Contribution towards commuting expenses in euros

Number of kilometers one way	Number of travel days per week				
	1	2	3	4	5
1	5.86	11.70	17.56	18.56	18.56
2	5.86	11.70	17.56	18.56	18.56
3	5.86	11.70	17.56	18.56	18.56
4	6.83	13.65	20.48	20.81	20.81
5	6.83	13.65	20.48	23.06	23.06
6	6.83	13.65	20.48	23.06	23.06
7	8.53	17.06	25.60	28.13	28.13
8	8.53	17.06	25.60	30.94	30.94
9	8.53	17.06	25.60	33.48	33.48
10	11.21	22.43	33.65	36.58	36.58
11	17.95	35.92	53.88	64.42	64.42
12	17.95	35.92	53.88	69.38	69.38
13	20.14	40.29	60.44	74.79	74.79
14	20.14	40.29	60.44	80.59	80.59
15	20.14	40.29	60.44	80.59	80.59
16	27.33	54.66	81.99	92.35	92.35
17	27.33	54.66	81.99	97.75	97.75
18	27.33	54.66	81.99	103.16	103.16
19	28.21	56.41	84.62	109.02	109.02
20	28.21	56.41	84.62	112.82	112.82
21	31.62	63.26	94.87	120.28	120.28
22	35.92	71.84	107.77	125.69	125.69
23	35.92	71.84	107.77	131.09	131.09
24	35.92	71.84	107.77	136.06	136.06
25	40.20	80.43	120.64	141.90	141.90
26	40.20	80.43	120.64	146.87	146.87
27	40.20	80.43	120.64	152.27	152.27
28	40.29	80.59	120.88	157.68	157.68
29	40.29	80.59	120.88	161.18	161.18
30	40.29	80.59	120.88	161.18	161.18

Contrary to the amounts stated in the table, the following minimum amounts will apply in the situations described below:

- €5.70, if you travel 1 day per week;
  - €11.40, if you travel 2 days per week;
  - €17.10, if you travel 3 days per week;
  - €22.80, if you travel 4 or more days per week.
- 3 If you do not travel the same number of days from your home to your work every week, you will receive an adjusted contribution. KPN will calculate this contribution based on the contribution applicable to one day of travel per week and the number of times that you actually travelled in a month. The contribution will not be higher than the amount in the table in paragraph 2 that is payable for four or more days of travel. The minimum amounts are:
- €5.70, if you travel at least 4 days per month;
  - €11.40, if you travel at least 8 days per month;
  - €17.10, if you travel at least 13 days per month;
  - €22.80, if you travel at least 17 days per month.
- 4 You may ask your manager to provide you with a second class public transport season-ticket, instead of a commuting expense contribution. This is possible provided that you meet the following conditions:
- you use public transport to travel from home to work and;
  - your one-way travelling distance exceeds 30 km and
  - you normally travel four or more days a week.
- If you travel fewer than four days per week, you may submit an expense claim for the public transport costs you incurred. Your expense claim must be accompanied by the tickets.
- 5 If you have not travelled to your work for a whole month, you will stop receiving a contribution after the end of that month. You will get a contribution again from the day that you travel to work again.
- 6 If, on average, you commute to your normal workplace 60% or more of your working days, KPN will ensure you can benefit from fiscal facilities available to employees using a bicycle or public transport to commute.
- 7 If, on average, you work a maximum of 40% of your working week at home or at a place other than your normal workplace, whether or not within the context of the “The New Way of Working” model, the provisions of 6.1 will apply up to paragraph 6 inclusive.
- 8 If, on average, you work more than 40% of your working week at home or at a place other than your normal place of work, whether or not within the context of the “The New Way of Working model”, the provisions paragraph 1 to 6 inclusive will not apply to you. In such cases you will be completely compensated for any journey using public transport by making use of the NS Business Card to be provided. In this situation, your manager may also give you permission to use your own transport to travel instead of public transport. The KPN Scheme for compensating (domestic business trips) published on TEAMKPN Online is applicable to such situations.
- 9 If you work continuous shifts at the NOC in Hilversum or at Mobirail in Waalhaven, it may be difficult or impossible to make use of public transport, namely, if you work a late shift, night shift, early shift or a weekend shift. In such cases, you may submit a claim for an extra six cents per kilometre for every kilometre commuted between your home and work.
- 10 Payroll taxes and social security contributions may be payable over the contribution that you receive. If so, KPN will deduct them from the contribution.

### **6.3 Contribution towards removal expenses**

- 1 If you are relocated in the interest of the company and move house to live closer to your new workplace, your manager may decide to give you a contribution towards your removal expenses, if:
- a. your manager considers the move to be necessary and
  - b. you move to the city where you are going to work and
  - c. you are moving to an address more than 30 km away.
- You get the contribution as soon as your manager has approved your new place of residence.
- 2 The contribution towards removal expenses consists of:
- a. the costs of transporting your personal effects, including the packing and unpacking costs and
  - b. a lump sum for all other expenses that you incurred in connection with your move.

- 3 The size of the lump sum is.
- 2 x your gross monthly salary plus 8%, if you had your own household before and after the move;
  - $\frac{3}{4}$  x your gross monthly salary plus 8% in all other cases.
- For this calculation KPN will use at least the normative salary of scale 6 or the final salary in salary range F and at most the normative salary of scale 13 or the final salary in salary range M.
- 4 If you join KPN and this requires that you move house, you will in any event receive reimbursement for your transportation expenses, including packing and unpacking costs.
- 5 To qualify for the contribution towards your removal expenses, you must move within one year after being transferred or joining the company.
- 6 You will receive an extra contribution, if you are partially incapacitated for work, find a suitable position and must move as part of your re-integration. This extra contribution is €7,500 gross, if you have your own household. If you do not have your own household the extra contribution is €3,750 gross.
- 7 Payroll taxes and social security contributions may be payable over the contribution that you receive. If so, KPN will deduct them from the contribution

#### **6.4 Contribution towards commuting expenses on relocation in the company's interests**

- 1 If you are relocated in the interests of the company, you can receive a contribution for a period of three years towards the expenses that you incur to travel from home to work, based on the table shown in paragraph 2. This is possible, if:
- you originally lived 30 km or less from your work and the new travelling distance is more than 30 km or
  - you originally lived more than 30 km from your work and the new travelling distance has increased by 10 kilometres or more.

In both situations, you will get the contribution only, if you do not move and your manager did not ask you to do so.

- 2 The table below shows the size of the contribution. However, the contribution you receive will not be less than the contribution payable under 6.2. If you are a part-timer, KPN will calculate the contribution in proportion to the number of days that you work.

Table applicable to travel on at least 60% of your working days	Monthly amount in euros
31 to 39 kilometers	161.18
40 to 49 kilometers	176.43
50 to 59 kilometers	201.36
60 to 69 kilometers	222.45
70 to 79 kilometers	235.83
80 kilometers or more	241.31

- 3 KPN will ensure you can benefit from fiscal facilities available to employees using a bicycle or public transport to commute.
- 4 If, on average, you work more than 40% of your working week at home or at a place other than your normal place of work, whether or not within the context of the "The New Way of Working" model, you will not receive the concession in this provision. In such cases you will be completely compensated for any journey using public transport by making use of the NS Business Card to be provided. In this situation, your manager may also give you permission to use your own transport instead of public transport. The KPN Scheme for compensating (domestic business trips) published on TEAMKPN Online is applicable to such situations.
- 5 Payroll taxes and social security contributions may be payable over the contribution that you receive. If so, KPN will deduct them from the contribution.

#### **6.5 Contribution towards telephone expenses**

Your manager may decide that you qualify for a contribution of €11 net per month towards your telephone expenses. This is possible, if:

- you do not have a company mobile phone;

- you do not receive a contribution for IPB and you must make business phone calls from your home with your own fixed or mobile phone;
- you use the telephone more than 10% for business calls.



## CHAPTER 7

### Sustainable employability

#### General

#### 7.1 Reason for this chapter

KPN is changing all the time. Reorganisations, mergers, new technologies and new services mean that your position may change or may cease to exist. Therefore, it is important for you to keep your knowledge up to date. You need to know what else you can do. KPN will give you the time and money to make this possible.

KPN considers it important that you are sustainably employable. Sustainable employability is a joint responsibility: KPN provides the facilities, you choose to use them to increase or maintain your employability. The facilities assist you in your current and future development. The greater flexibility and labour value that could develop as a result, can help you now and in the future to take care of your own well-being and welfare.

#### Training & Development

#### 7.2 Employability budget (Inzetbaarheidbudget)

- 1 You have an employability budget of EUR 1,000 per calendar year. If you join KPN in the first half of the year, you will get the entire budget. If you join KPN on or after July 1, you will get a budget of EUR 500.
- 2 You can spend the budget on instruments in KPN Academy during the year it was allocated. You do not need the approval of your manager for this.
- 3 You may want to start a course that costs more than you can afford based on your budget. In that case, you may request your manager's permission to add the required portion of the current calendar year's budget to the full budget of the next calendar year. That will allow you to start the more expensive training course in the next calendar year, provided you selected and scheduled the course in the previous year.  
Your manager may not refuse this, unless in the event of significant company interests.
- 4 The unused part of the budget will be forfeited:
  - at the end of the calendar year;
  - on termination of your employment, either by you or by KPN.

#### 7.3 KPN Academy

KPN Academy provides answers to all your career and training questions. It includes instruments for working, learning and developing. The system automatically keeps a record of how your budget is spent.

#### 7.4 Training courses

- 1 There are two types of training course: a job training course and a training course of your own choosing that is not in the direct interest of the company, but that may increase your employability.
- 2 A job training course is one that you need to take in order to perform your work. The results of the training must be usable immediately in your job. Your training course will be chosen by taking into account:
  - the job description and
  - the knowledge and skills you possess.KPN will pay for the job training and you will take it during working hours.
- 3 You can select a training course of your own choosing from the training courses available in KPN Academy. If a course is not in KPN Academy, you may ask your manager, in consultation with HR, to expand KPN Academy to include the course. If you pay for the KPN Academy training course of your own choosing entirely out of your Employability Budget, you do not need the approval of your manager.

- 4 If a course costs more than your Employability Budget, your manager may at his discretion decide to pay the additional part. If the costs in excess of the Employability Budget available to you are at least EUR 1,500, a repayment scheme applies for that amount in excess of the Employability Budget, which is recorded in a study agreement. In this case study costs shall be understood to mean the cost of the course, examinations, books, other educational resources and accommodation.
- 5 The repayment scheme referred to in paragraph 4 lays down the following:
  - If within 24 months after completion of the training course your employment contract is terminated by an act of yours, you will pay back part of the costs to which the repayment scheme applies and in respect of which KPN has entered into a commitment.
  - To calculate the amount to be paid back you divide the number of months that you have been in the employ of KPN for less than 24 months since the completion of the course by 24 and multiply this total by the costs described above.
- 6 Regardless of the amount paid by your manager in excess of the Employability Budget for your training course, if you stop following the course in question before completing it, you will pay back the supplementary part paid by KPN.

### **7.5 Time investment of training courses of your own choosing**

- 1 The time that you spend on training courses and instruments financed with your Employability Budget must be divided equally over your working hours and your own time. You must agree these arrangements with your manager.
- 2 If you start a course of your own choosing that is (partly) paid for by your manager, as described in the first sentence of Article 7.4 paragraph 4, you should make agreements about what share of the time to be invested should take place in your own time and what share in work time.

### **7.6 APL (accreditation of prior learning)**

During the term of this KPN Collective Agreement shall endeavour to maximise awareness of APL among relevant groups and offer them facilities to participate in an APL scheme.

### **7.7 KPN Training & Development Fund**

There is a KPN Training & Development Fund. The fund exists to promote extra training, retraining, and education.

### **Instruments that may assist employability**

#### **7.8 The SE measurement**

In KPN Academy you can choose a measurement that gives a picture of the extent to which you are (sustainably) employable. The measurement consists of a questionnaire and an interview with an external consultant with understanding of the internal and external labour market. You pay your contribution towards the cost of this SE measurement out of your Employability Budget.

#### **7.9 Health check (Gezondheidscheck)**

In KPN Academy you may also opt for a medical check-up that you pay for out of your Employability Budget. If, after this medical check-up, you are advised to follow a so-called care or lifestyle trajectory, as referred to on TEAMKPN Online, KPN will offer you this trajectory and reimburse you for it.

#### **7.10 Orientation internships**

- 1 With your manager you can arrange to work as a trainee for no longer than two weeks per period of twelve months in a position that, given your current position, abilities and desires might be a suitable next position for you. The internship can take place, if you, your manager and the receiving manager agree upon this. No right to financial compensation can be derived

from an orientation internship. Neither can the right to a job be derived from an orientation internship.

- 2 One year after the conclusion of this Collective Agreement the trade unions and KPN shall evaluate the implementation of this article.

### **7.11 Voluntary demotion**

- 1 If you are no longer able to meet the requirements of your position and/or to promote your sustainable employability, you can agree with your manager that you will accept a job in a lower position. This is voluntary demotion.
- 2 If you and your manager agree upon voluntary demotion you will be placed in the salary scale or salary range of your new position on the date that you transfer. If your most recently earned monthly salary is higher than the normative salary of the new lower salary scale, you will be placed in the scale at the normative salary or the final salary of the lower scale. You will then receive as a demotion allowance the difference compared with your most recently earned salary. If you already had a relative salary position above 100%, the higher percentage will continue to apply in the new salary scale or band. You will then receive the difference compared with your most recently earned monthly salary as a demotion allowance.
- 3 The demotion allowance referred to in the above paragraph is established once on the date that you transfer to the lower position and is not indexed after that. The allowance will be gradually reduced in 36 months. In the first 12 months you will receive the full demotion allowance, in the second 12 months two thirds of this and in the third twelve months one third of the demotion allowance.
- 4 The demotion allowance counts as fixed pensionable salary and is continued to be paid in the event of sickness. The allowance is not a basis for flextime nor for hour-related allowances.
- 5 If you have a demotion allowance and are placed in a position in a higher scale that is the same as the scale of the position in respect of which the demotion allowance is paid, you will be placed in the scale of your new position at such a level that will mean the demotion allowance will lapse.

## **Work and private sphere**

### **7.12 Working in accordance with the “The New Way of Working” model (“ Het Nieuwe Werken”)**

- 1 KPN gradually introduces the “The New Way of Working” model for work which is independent of time and place. Your manager will decide whether and if so when, this model will be introduced to your department. If the “The New Way of Working” model is introduced in your department, your manager will, at your request, enable you to work in accordance with this model. If your manager turns down your request, he will provide you with his reasons. If he agrees to your request, he will make arrangements with you as to how the work – which is independent of time and place – will be realised in your situation.
- 2 This provision shall apply in place of provision 3.3 if you work in accordance with the “The New Way of Working” model. One of the aspects of this model is that an employee may work independently of a specific time or place. In such a situation, your working hours will not be scheduled in a roster. However, the supply of work always determines the time when and the place in which the work is undertaken.
- 3 As an employee you are responsible to ensure that when you work at a location other than a KPN building your working conditions meet the requirements laid down by law in relation to employment conditions. You can check this with the help of the Risk Assessment and Evaluation (RIE) Home Office.
- 4 Collective Agreement parties aim to investigate, if introduction of the ‘self-scheduling’ module is possible and desirable on the departments where ‘The New Way of Working’ cannot be applied.

### **7.13 Informal care (Mantelzorg)**

- 1 As an employer KPN aims to accommodate informal care. Informal care is unpaid care for sick or disabled family members or friends. Informal care is intensive care given during a longer

period of time. Informal care is care that is given more than eight hours per week and/or longer than three months.

- 2 If you want to give informal care, discuss this with your manager. Informal care can be made possible by applying the “New Way of Working”, insofar as this applies to you and/or by taking advantage of leave schemes under the Work and Care Act. Your manager will address together with you the work that cannot be performed as a consequence of your absence.
- 3 Your manager can decide to make extra facilities available tailored at individual level.

#### **7.14 Special leave**

- 1 You are entitled to special leave in the following situations:

- 4 days of leave on the death of your spouse, of one of your parents, stepparents or parents-in-law or your child, stepchild or child related by marriage/affinity or
- 2 days of leave on the death of your brother or sister, the brother or sister of your spouse, your grandparents or the grandparents of your spouse or of your grandchild.

KPN will pay your monthly income for these days as well as the Collective Agreement Budget supplement and the personal supplement(s) you receive due to the increase in your contribution to the cost of the pension scheme as of July 1, 2010 and January 1, 2011.

- 2 Can you get special leave for other matters? Yes. You must ask your manager for such leave. Your manager will decide, whether you get the leave and what conditions will be attached. He will also decide whether your monthly income will continue to be paid during this leave.

- 3 Unmarried, but cohabiting with a life partner

If you are not married, but cohabit with a life partner, the life partner will, for the purposes of special leave, be deemed equivalent to a spouse. However, you must have given your manager prior written notification of your cohabitation.

- 4 Legal entitlement to special leave

You may also qualify for special leave regulated by law. This may be the case with leave stated in the Work and Care Act, for example, such as pregnancy/childbirth leave or adoption leave. KPN will continue to pay your monthly income for the time that you have pregnancy/childbirth leave. Any benefits that you receive under the Work and Care Act will be deducted from your monthly income.

- 5 If special leave coincides with vacation.

Some days during your vacation on which you qualify for special leave do not count as vacation. The time concerned will not then be deducted from your vacation allowance. This applies only if you have special leave in connection with the death of a family member.

#### **7.15 Parental leave**

- 1 You are entitled to parental leave, if you meet certain conditions. You will find the conditions in chapter 6 of the Work and Care Act (Wet arbeid en zorg). At KPN parental leave means that for an uninterrupted period of 52 weeks you can work half the number of hours that you normally work each week. For example: if you normally work 32 hours per week, you will be required to work only 16 hours per week for a period of one year.

- 2 Subject to the approval of your manager, you may use your maximum budget differently. In the above example, the budget is 52 weeks x 16 hours = 832 hours. You can opt to have complete parental leave for 26 weeks (26 x 32 hours = 832 hours), if you wish. Another possibility is to choose to take parental leave by working eight hours per week for two years. This allows you to extend your period of leave. However, there are two limits:

- parental leave stops when your child reaches age 8, and
- if you choose to work 36 hours per week on parental leave, your working week will be divided over five working days.

Your manager may refuse this kind of different use of your budget only, if it might harm the company's interests.

- 3 You must inform your manager in writing that you wish to take parental leave. You must do so at least two months before the leave begins. Your request must state how long you wish to take parental leave, the number of hours per week and the days and hours when you want to take the leave. You can let the start and finish of the leave depend on the date of childbirth, the end of pregnancy leave or the start of care for your child.

Your manager may change your requested days and hours of parental leave. This is allowed only if there are important reasons for doing so and after consultation with you. An important

reason is, for example, that other employees wish to take parental leave at the same times in the same period. Your manager may change the distribution of the hours over the week up to four weeks before the leave starts.

- 4 While you are on parental leave you will be a part-timer. You will receive salary for the hours that you work during the leave. You will not be paid for the time spent on leave. Similarly, you will receive other employee benefits in proportion to the time worked. However, your pension accrual will remain unchanged, i.e. you will accrue just as much pension as you would have done had not you taken parental leave.
- 5 A period of parental leave counts fully when establishing the number of service years.
- 6 KPN will pay the costs of a course of study that you take in KPN's interest during your parental leave. A precondition for this payment is that you must successfully complete the course of study.

#### **7.16 Life-course scheme (Levensloopverlof)**

KPN has contracted group insurance with two insurance companies for savings for life-course leave. You can see on TEAMKPN Online, whether you can use the balance for the purposes referred to in Appendix 4. You will also find information on how you can take up the savings.

#### **Miscellaneous provisions**

##### **7.17 Position of disadvantaged groups in the labour market**

KPN will attempt to improve the position of disadvantaged groups in the labour market. One of the ways in which KPN will do so is by recruiting new employees from these groups. Per calendar year KPN makes 20 temporary jobs available to people from disadvantaged groups in the labour market. This could apply to those covered by the Invalidity Insurance (Young Disabled Persons) Act (*Wet Wajong*) or the Sheltered Employment Act (*Wet Sociale Werkvoorziening*).

**PART B**

This part of the Collective Agreement contains the employment conditions that apply to different groups of employees. Your manager will already have informed you of the group you are in.

## CHAPTER 8

### Employment conditions applicable specifically to employees placed in the group 'General'

#### 8.1 Categorisation

If you fall into this group, which KPN will determine on the basis of your job activities, your employment conditions will be those stated in this chapter

#### 8.2 Working hours

The normal working hours for a full-time employee average 37 hours per week.

#### 8.3 Flextime

If you are a full-time employee and wish to work an average of 36, 38, 39 or 40 hours per week you may do so by means of Flextime. Appendix 5 explains the conditions applicable to Flextime. The same Appendix describes the implications, if you opt for Flextime.

#### 8.4 Vacation

Each calendar year you are entitled to vacation. Over the period of one calendar year you will accrue an entitlement equal to four times the working hours applicable to you.

#### 8.5 Salary

The salary scale that applies to you depends on the level of your position (see also 4.3). As of June 1, 2013 the following salary table will apply, stating the gross amounts per month for a full-time employee working 37 hours per week.

scale	starting salary	normative salary
1	1,552	1,824
2	1,579	1,960
3	1,643	2,147
4	1,709	2,268
5	1,845	2,404
6	1,963	2,571
7	2,188	2,841
8	2,372	3,174
9	2,592	3,612
10	2,965	4,093
11	3,327	4,720
12	3,774	5,495
13	4,326	6,450

#### 8.6 Individual salary adjustment on June 1, 2013

Your monthly salary for May 2013 may be increased on June 1, 2013. The increase is dependent on your appraisal for 2012 and your RSP (Relative Salary Position) on May 31, 2013. The relative salary position is your actual salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may get. The increase for the months from June to no later than September 2013 will be allocated and paid no later than the month of September 2013.

**Increments table General as of 1-6-2013**

Percentage of the actual salary

		unsatisfactory	reasonable	good	very good	excellent
RSP	up to 80%	-	3.0	5.6	8.1	11.1
	80 up to 90%	-	1.5	4.5	7.0	9.6
	90% up to 100%	-	0.75	3.5	5.5	7.6
	equal to 100%	-	-	1.4	4.0	6.1
	> 100 up to 105%	-	-	-	2.1	4.1
	> 105 up to 110%	-	-	-	-	2.1

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of June 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'good';
- 105% for an appraisal score of 'very good';
- 110% for an appraisal score of 'excellent'.

You will receive an increase on June 1, 2013 only, if you were already in the service of the company on September 30, 2012.

**8.7 Individual salary adjustment on January 1, 2014**

Your monthly salary for December 2013 may be increased on January 1, 2014. The increase is dependent on your appraisal for 2013 and your RSP (Relative Salary Position) on December 30, 2013. The relative salary position is your actual salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may get. The increase for the months from January to April 2014 will be allocated and paid no later than the month of April 2014.

**Individual increments table as of 1-1-2014**

Percentage of the actual salary

		unsatisfactory	development needed	successful	excellent
RSP	up to 80%	-	1.0	2.0	3.0
	80 up to 90%	-	0.5	1.5	2.5
	90% up to 100%	-	0.0	1.0	2.0
	equal to 100%	-	0.0	0.0	1.5
	> 100 up to 105%	-	-	-	1.25
	> 105 up to 110%	-	-	-	1.0

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of January 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'successful';
- 110% for an appraisal score of 'excellent'.

You will receive an increase on January 1, 2014 only, if you were already in the service of the company on September 30, 2013.

**8.8 Collective Agreement Bonus**

You qualify for a Collective Agreement Bonus. The agreements on the Collective Agreement Bonus are shown in the appendices. Until January 1, 2014 appendix 2 applies. As of January 1, 2014 appendix 2A applies. This means that the setting of the Collective Agreement Bonus in 2014 in relation to the year 2013 takes place on the basis of appendix 2 and the setting of the Collective Agreement Bonus in 2015 in relation to the year 2014 takes place on the basis of appendix 2A. The table below shows the percentages achievable, if you meet the agreed targets and your appraisal score is 'good' or 'successful'.



**Bonus percentages General as of 1-6-2013**

Standard CA Bonus	6.75%
Special CA Bonus	12.25%

## CHAPTER 9

### Employment conditions applicable specifically to employees placed in the IT group

#### 9.1 Categorisation

If you fall in this group, which KPN will determine on the basis of your job activities, your employment conditions will be those stated in this chapter.

#### 9.2 Working hours

The normal working hours for a full-time employee average 40 hours per week.

#### 9.3 Flextime

If you are a full-time employee and wish to work an average of 36, 37, 38 or 39 hours per week, you may do so by means of Flextime. Appendix 5 explains the conditions applicable to Flextime. The same Appendix describes the implications, if you opt for Flextime.

#### 9.4 Vacation

Each calendar year you are entitled to vacation. Over the period of one calendar year you will accrue an entitlement equal to four times the working hours applicable to you.

#### 9.5 Salary

The salary scale that applies to you depends on the level of your position (see also 4.3).

As of June 1, 2013 the following salary table will apply. The gross amounts per month for a full-time employee working 40 hours per week are stated.

Salary table IT as of 1-6-2013		
Monthly full-time salaries in euros		
scale	starting salary	normative salary
1	1,661	1,952
2	1,690	2,095
3	1,757	2,297
4	1,829	2,426
5	1,975	2,573
6	2,099	2,752
7	2,342	3,041
8	2,538	3,396
9	2,775	3,867
10	3,174	4,382
11	3,562	5,053
12	4,040	5,883
13	4,631	6,904

#### 9.6 Individual salary adjustment on June 1, 2013

Your monthly salary for May 2013 may be increased on June 1, 2013. The increase is dependent on your appraisal for 2012 and your RSP (Relative Salary Position) on May 31, 2013. The relative salary position is your actual salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may get. The increase for the months from June to no later than September 2013 will be allocated and paid no later than the month of September 2013.

<b>Increments table IT as of 1-6-2013</b>		Percentage of the actual salary				
		unsatisfactory	reasonable	good	very good	excellent
RSP	up to 80%	-	3.0	5.6	8.1	11.1
	80 up to 90%	-	1.5	4.5	7.0	9.6
	90% up to 100%	-	0.75	3.5	5.5	7.6
	equal to 100%	-	-	1.4	4.0	6.1
	> 100 up to 110%	-	-	-	2.1	4.1
	> 110 up to 120%	-	-	-	-	2.1

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of June 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'good';
- 110% for an appraisal score of 'very good';
- 120% for an appraisal score of 'excellent'.

You will receive an increase on June 1, 2013 only if you were already in the service of the company on September 30, 2012.

### **9.7 Individual salary adjustment on January 1, 2014**

Your monthly salary for December 2013 may be increased on June 1, 2014. The increase is dependent on your appraisal for 2013 and your RSP (Relative Salary Position) on December 31, 2013. The relative salary position is your current salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may get. The increase for the months from January to April 2014 will be allocated and paid no later than the month of April 2014.

<b>Individual increments table as of 1-1-2014</b>		Percentage of the actual salary			
		unsatisfactory	development needed	successful	excellent
RSP	up to 80%	-	1.0	2.0	3.0
	80 up to 90%	-	0.5	1.5	2.5
	90% up to 100%	-	0.0	1.0	2.0
	equal to 100%	-	0.0	0.0	1.5
	> 100 up to 105%	-	-	-	1.25
	> 105 up to 110%	-	-	-	1.0

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of January 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'successful';
- 110% for an appraisal score of 'excellent'.

You will receive an increase on January 1, 2014 only, if you were already in the service of the company on September 30, 2013.

### **9.8 Collective Agreement Bonus**

You qualify for a Collective Agreement Bonus. The appendices contain the arrangements agreed for the Collective Agreement Bonus. Until January 1, 2014 appendix 2 applies. As of January 1, 2014 appendix 2A applies. This means that the setting of the Collective Agreement Bonus in 2014 in relation to the year 2013 takes place on the basis of appendix 2 and the setting of the Collective Agreement Bonus in 2015 in relation to the year 2014 takes place on the basis of appendix 2A. The table below shows the percentages achievable, if you meet the agreed targets and your appraisal score is 'good' or 'successful'.

<b>Bonus percentages IT as of 1-6-2013</b>	
Standard CA Bonus	8.25%
Special CA Bonus	13.75%

## CHAPTER 10

### Employment conditions applicable specifically to employees placed in the Retail Group

#### 10.1 Categorisation

If you fall in this group, which KPN will determine on the basis of your job activities, your employment conditions will be those stated in this chapter.

#### 10.2 Working hours

The regular working hours for a full-time employee are 37 hours per week on average,

#### 10.3 Flextime

If you are a full-time employee and wish to work an average 36, 38, 39 or 40 hours per week, you may do so by means of **Flextime**. Appendix 5 explains the conditions applicable to Flextime. The same Appendix describes the implications, if you opt for Flextime.

#### 10.4 Vacation

Each calendar year you are entitled to vacation. Over the period of one calendar year you will accrue an entitlement equal to four times the working hours applicable to you.

#### 10.5 Salary

The salary scale that applies to you depends on the level of your position (see also 4.3).

As of June 1, 2013 the following salary table will apply. The amounts stated in the salary scales are gross amounts per month. The amounts apply to a full-time employee aged 21 years or older working 37 hours a week.

Salary table Retail as of 1-6-2013		
Monthly full-time salaries in euros		
scale	starting salary	normative salary
3	1,491	2,019
4	1,530	2,133
5	1,554	2,262
6	1,663	2,418
7	1,927	2,814
8	2,106	3,143
9	2,495	3,577
10	2,937	4,053
11	3,294	4,673
12	3,738	5,443
13	4,285	6,388

#### 10.6 Individual salary adjustment on June 1, 2013

Your monthly salary for May 2013 may be increased on June 1, 2013. The increase is dependent on your appraisal for 2012 and your RSP (Relative Salary Position) on May 31, 2013. The relative salary position is your actual salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may get. The increase for the months from June to no later than September 2013 will be allocated and paid no later than the month of September 2013.

**Increments table Retail as of 1-6-2013**

Percentage of the actual salary

		unsatisfactory	reasonable	good	very good	excellent
RSP	up to 80%	-	3.0	5.6	8.1	11.1
	80 up to 90%	-	1.5	4.5	7.0	9.6
	90% up to 100%	-	0.75	3.5	5.5	7.6
	equal to 100%	-	-	1.4	4.0	6.1
	> 100 up to 105%	-	-	-	2.1	4.1
	> 105 up to 110%	-	-	-	-	2.1

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of June 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'good';
- 105% for an appraisal score of 'very good';
- 110% for an appraisal score of 'excellent'.

You will receive an increase on June 1, 2013 only, if you were already in the service of the company on September 30, 2012.

**10.7 Individual salary adjustment on January 1, 2014**

Your monthly salary for December 2013 may be increased on June 1, 2014. The increase is dependent on your appraisal for 2013 and your RSP (Relative Salary Position) on December 31, 2013. The relative salary position is your actual salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may get. The increase for the months from January to April 2014 will be allocated and paid no later than the month of April 2014.

**Individual increments table as of 1-1-2014**

Percentage of the actual salary

		unsatisfactory	development needed	successful	excellent
RSP	up to 80%	-	1.0	2.0	3.0
	80 up to 90%	-	0.5	1.5	2.5
	90% up to 100%	-	0.0	1.0	2.0
	equal to 100%	-	0.0	0.0	1.5
	> 100 up to 105%	-	-	-	1.25
	> 105 up to 110%	-	-	-	1.0

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of January 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'good';
- 110% for an appraisal score of 'excellent'.

You will receive an increase on January 1, 2014 only if you were already in the service of the company on September 30, 2013.

**10.8 Age-linked salary**

If you are younger than 21 and you are not a Telfort shop employee, you will receive a salary appropriate to your age. The table below shows what that salary will be, indicating the gross monthly amounts as of June 1, 2013. The amounts apply to a full-time employee aged less than 21, with a 37-hour working week.

<b>Age-related salaries Retail as of 1-6-2013</b>					
Monthly full-time salaries in euros					
age	16	17	18	19	20
scale					
3	928	1,051	1,175	1,298	1,421
4		1,094	1,222	1,350	1,480
5			1,320	1,459	1,504
6				1,551	1,603

On your birthday your salary will be adjusted to your new age. This will occur on the first day of the month in which you have your birthday. Once you reach 21, you will receive the starting salary of the regular scale applicable to you.

If you were 21 on September 30, 2012, you will receive a salary adjustment based on your appraisal as of June 1, 2013. This adjustment is shown in the table in Article 10.6. The increase for the months from June to no later than September 2013 will be allocated and paid no later than the month of September 2013.

If you were aged 21 on September 30, 2013, you will receive a salary adjustment based on your appraisal as of January 1, 2014. This adjustment is shown in the table in Article 10.7. The increase for the months from January to April 2014 will be allocated and paid no later than the month of April 2014.

#### **10.9 Age-linked salary of Telfort shop employees**

Until 2015, the age-linked salaries in a separate table apply to all Telfort shop employees under age 23. As of January 1, 2014 the following salary table will apply, stating the gross amounts per month. The amounts apply to a full-time employee aged less than 23, with a 37-hour working week.

<b>Age-related salaries Retail as of 1-1-2014 for Telfort shop employees</b>							
Monthly full-time salaries in Euros							
age	16	17	18	19	20	21	22
	726	848	1,014	1,135	1,217	1,315	1,395

On your birthday your salary will be adjusted to your new age based on the salary scale applicable on that date. This will occur on the first day of the month in which you have your birthday. Once you reach the age of 23, you will receive the starting salary of the regular scale applicable to you.

If you were aged 23 on September 30, 2012, you will receive a salary adjustment based on your appraisal as of June 1, 2013. This adjustment is shown in the table in Article 10.6; allocation and payment are subject to the provisions of the relevant article.

If you were aged 23 on September 30, 2013, you will receive a salary adjustment based on your appraisal as of January 1, 2014. This adjustment is shown in the table in Article 10.7. The increase for the months from January to April 2014 will be allocated and paid no later than the month of April 2014.

The age-linked salaries included in the table for Telfort shop employees are in part a consequence of the harmonisation as set out in Chapter 16 of the 2012 KPN Collective Agreement. In this context, the agreement was made to take the age-linked Telfort salaries to the level of regular age-linked Retail salaries during the period up to January 1, 2016.

**10.10 Payplan**

You qualify for Payplan. Appendix 1 contains the arrangements agreed for Payplan. The table below shows the percentages that apply, if you fulfil the agreed arrangements. The level of your position determines the percentage that applies to you.

<b>Percentages Payplan Retail as of 1-6-2013</b>	
Percentage of the actual salary	
level	
4	15.75%
5	15.75%
6	15.75%
7	21.50%
8	26.00%
9	29.50%
10	29.50%
11	29.50%



## CHAPTER 11

### Employment conditions applicable specifically to employees placed in the Sales group

#### 11.1 Categorisation

If you fall in this group, which KPN will determine on the basis of your job activities, your employment conditions will be those stated in this chapter.

#### 11.2 Working hours

The normal working hours for a full-time employee are on average 40 hours per week.

#### 11.3 Flextime

If you are a full-time employee and wish to work an average of 36, 37, 38 or 39 hours per week, you may do so by means of Flextime. Appendix 5 explains the conditions applicable to Flextime. The same Appendix describes the implications, if you opt for Flextime.

#### 11.4 Vacation

Each calendar year you are entitled to vacation. Over the period of one calendar year you will accrue an entitlement equal to four times the working hours applicable to you.

#### 11.5 Salary

The salary scale that applies to you depends on the level of your position (see also 4.3). As of June 1, 2013 the following salary table will apply, stating the gross amounts per month for a full-time employee working 40 hours per week.

Salary table Sales as of 1-6-2013		
Monthly full-time salaries in euros		
scale	starting salary	normative salary
1	1,645	1,932
2	1,674	2,076
3	1,741	2,276
4	1,812	2,402
5	1,957	2,548
6	2,080	2,724
7	2,319	3,012
8	2,513	3,364
9	2,748	3,830
10	3,143	4,338
11	3,528	5,004
12	4,001	5,826
13	4,587	6,837

#### 11.6 Individual salary adjustment on June 1, 2013

Your monthly salary for May 2013 may be increased on June 1, 2013. The increase is dependent on your appraisal for 2012 and your RSP (Relative Salary Position) on May 31, 2013. The relative salary position is your actual salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may get. The increase for the months from June to no later than September 2013 will be allocated and paid no later than the month of September 2013.

**Increments table Sales as of 1-6-2013**

Percentage of the actual salary

		unsatisfactory	reasonable	good	very good	excellent
RSP	up to 80%	-	3.0	5.6	8.1	11.1
	80 up to 90%	-	1.5	4.5	7.0	9.6
	90% up to 100%	-	0.75	3.5	5.5	7.6
	equal to 100%	-	-	1.4	4.0	6.1
	> 100 up to 110%	-	-	-	2.1	4.1
	> 110 up to 120%	-	-	-	-	2.1

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of June 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'good';
- 105% for an appraisal score of 'very good';
- 120% for an appraisal score of 'excellent'.

You will receive an increase on June 1, 2013 only, if you were already in the service of the company on September 30, 2012.

**11.7 Individual salary adjustment on January 1, 2014**

Your monthly salary for December 2013 may be increased on June 1, 2014. The increase is dependent on your appraisal for 2013 and your RSP (Relative Salary Position) on December 31, 2013. The relative salary position is your actual salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may get. The increase for the months from January to April 2014 will be allocated and paid no later than in the month of April 2014.

**Individual increments table as of 1-1-2014**

Percentage of the actual salary

		unsatisfactory	development needed	successful	excellent
RSP	up to 80%	-	1.0	2.0	3.0
	80 up to 90%	-	0.5	1.5	2.5
	90% up to 100%	-	0.0	1.0	2.0
	equal to 100%	-	0.0	0.0	1.5
	> 100 up to 105%	-	-	-	1.25
	> 105 up to 110%	-	-	-	1.0

If your RSP is 100% or more and your appraisal score is 'Good' or higher, your new RSP as of January 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'good';
- 110% for an appraisal score of 'excellent'.

You will receive an increase on January 1, 2014 only, if you were already in the service of the company on September 30, 2013.

**11.8 Payplan**

You qualify for Payplan. Appendix 1 contains the arrangements agreed for Payplan.

The table below shows the percentages that apply if you fulfil the agreed arrangements. The level of your position determines the percentage that applies to you.

**Percentages Payplan Sales as of 1-6-2013**

Percentage of the actual salary

level

5	16.75%
6	16.75%
7	22.75%
8	31.25%
9	31.25%
10	36.25%
11	36.25%
12	36.25%
13	36.25%

## CHAPTER 12

### Employment conditions applicable specifically to employees placed in the Strategic Recruitment group

#### 12.1 Categorisation

If you joined KPN under its strategic recruitment program for a career path, your employment conditions will be those stated in this chapter. The provisions of this chapter will apply to you in the year that you join the company and in the three subsequent calendar years.

#### 12.2 Employment

You will get a fixed-term employment contract. Your employment contract will end on December 31 of the third calendar year that follows the year in which you joined KPN. You will have a probationary period of two months.

#### 12.3 Working hours

The normal working hours for a full-time employee average 40 hours per week.

#### 12.4 Flextime

If you are a full-time employee and wish to work an average of 36, 37, 38 or 39 hours per week, you may do so by means of Flextime. Appendix 5 explains the conditions applicable to Flextime. The same Appendix describes the implications, if you opt for Flextime.

#### 12.5 Vacation

Each calendar year you are entitled to vacation. Over the period of one calendar year you will accrue an entitlement equal to four times the working hours applicable to you.

#### 12.6 Salary line

KPN pays you according to a salary line. Your salary line depends on your formal education (higher vocational or university education). The amount stated is a gross amount per month for a full-time employee. You will be paid according to the following table:

Starting salaries as of 1-6-2013	
Monthly full-time salaries in euros	
Vocational Education	University Education
2,656	3,139

Your monthly salary for May 2013 may be increased on June 1, 2013. The increase depends on the appraisal of your performance in 2012 and the potential appraisal on December 31, 2012. You will receive an increase on June 1, 2013 only, if you were already in the service of the company on September 30, 2012.

The table below shows the amount of the increase that you could receive. Your manager will determine the increase percentage. The increase for the months from June to no later than September 2013 will be allocated and paid no later than in the month of September 2013.

Increments table Strategic Recruitment as of 1-6-2013 (percentages)								
Job performance appraisal	Potential appraisal							
	- from	- up to	+/- from	+/- up to	+ from	+ up to	++ from	++ up to
Excellent			8.0	10.0	11.5	13.5	13.5	15.5
Very good	4.0	6.0	6.0	8.0	9.5	11.5	11.5	13.5
Good	3.0	5.0	5.0	6.0	6.0	8.0	9.5	11.5

Your monthly salary for December 2013 may be increased on June 1, 2014. The increase depends on the appraisal of your performance in 2013 and the potential appraisal on December 31, 2013. You will receive an increase on January 1, 2014 only if you were already in the service of the company on September 30, 2013.

The table below shows the amount of the increase that you could receive. The increase for the months from January to April 2014 will be allocated and paid no later than in the month of April 2014.

Increments table Strategic Recruitment as of 1-1-2014 (Percentages)				
Job performance appraisal	Potential appraisal			
	-	+/-	+	++
Excellent	2.0	3.0	4.5	5.5
Successful	1.5	2.5	3.0	4.5

The provisions of this chapter will apply to you in the year that you join the company and in the three subsequent calendar years. If this period comes to a regular end on January 1, 2014, you will receive a salary raise in accordance with the above increments table as per that date. KPN will then place you in the salary scale applicable to the position that you hold at that moment in time. The provision contained in this Collective Agreement about moving to a higher scale (see 4.3, paragraph 6) will not then apply.

## 12.7 Collective Agreement Bonus or Payplan

You will be eligible for a Collective Agreement Bonus or for Payplan.

You will be eligible for a Collective Agreement Bonus, unless your manager determined that you are eligible for Payplan. The appendices contain details of all the arrangements agreed about the Collective Agreement Bonus. Until January 1, 2014 appendix 2 applies. As of January 1, 2014 appendix 2A applies. This means that the setting of the Collective Agreement Bonus in 2014 in relation to the year 2013 takes place on the basis of appendix 2 and the setting of the Collective Agreement Bonus in 2015 in relation to the year 2014 takes place on the basis of appendix 2A. The table below shows the percentages achievable, if you meet the agreed targets and your appraisal score is 'good' or 'successful'.

Bonus percentage Strategic Recruitment as of 1-6-2013	
Standard CA Bonus	6.75%
Special CA Bonus	12.25%

Your manager will decide whether you qualify for Payplan. This will generally be the case, if you hold a sales position. Appendix 1 contains the arrangements agreed for Payplan. If you qualify for Payplan, you will not be eligible for the Collective Agreement Bonus.

The table below shows the percentages that apply, if you fulfil the agreed arrangements. The level of your position determines the percentage that applies to you.

<b>Percentages Payplan Strategic Recruitment as of 1-6-2013</b>	
Percentage of the actual salary	
level	
5	16.75%
6	16.75%
7	22.75%
8	31.25%
9	31.25%
10	36.25%
11	36.25%
12	36.25%
13	36.25%

## **12.8 Allowances and Supplements**

You will not be eligible for:

- the allowance for working unusual hours;
- the supplement for overtime;
- the supplement for standby;
- the supplement for waiting time;
- the supplement for the travelling time of mobile employees;
- the supplement for working on public holidays;
- the allowance under the phase-out arrangements for working at unusual hours contained in the KPN Social Plan;
- the phase-out arrangements for the supplement for standby contained in the KPN Social Plan.

## CHAPTER 13

### Employment conditions applicable specifically to employees placed in the KPN Contact group (direct employees employed by KPN Contact BV)

#### 13.1 Categorisation

If you fall into this group, which KPN Contact will determine on the basis of your job activities, your employment conditions will be those stated in this chapter

#### 13.2 Terms

In supplement to or deviation from the terms stated in provision 1.1, the definitions of terms used in relation to employees in this group are given below.

- a. Hourly salary: in deviation from provision 1.1 (i), your hourly salary is 1/173.33rd of the salary of a full-time employee, if this chapter applies to you;
- b. Employer: KPN Contact BV;
- c. Partner: person married to the employee; partner is also understood to refer to the unmarried person who, with the intention of long-term cohabitation, conducts a joint household with the employee, as evidenced by the notarial deed or registration in the register of births, deaths and marriages; a person to whom the employee is related by blood in the 1st or 2nd degree may not be regarded as a partner;
- d. Full-time employee: an employee who has an employment contract for 40 hours per week;
- e. Part-time employee: an employee who has an employment contract for less than 40 hours per week;
- f. Monthly salary: the salary determined for the employee within the salary range, taking into account the part-time factor;
- g. Monthly income: monthly salary plus any placement allowance under Article 2.3 of Appendix 15, any OVR1 allowance and/or any OVR2 salary allowance, taking into account the part-time factor;
- h. Pensionable salary:
  - until January 1, 2014: the monthly salary multiplied by 1.08 plus any placement allowance under Article 2.3 of Appendix 15, any OVR1 allowance and/or any OVR2 salary allowance, taking into account the part-time factor;
  - until January 1, 2014: the monthly salary multiplied by 75% plus the Collective Agreement Budget supplement under Article 2.3 of Appendix 15, any OVR1 allowance and/or any OVR2 salary allowance, taking into account the part-time factor;
- i. Full-time quarterly hour standard: the number of contract hours per quarter for a full-time employee;
- j. Part-time quarterly hour standard: the full-time quarterly hour standard multiplied by the part-time factor that applies for a part-time employee;
- k. Temporary employee: the person employed by or through third parties;
- l. 2003 SNT CAO: the SNT Collective Agreement in effect from January 1, 2003 to March 31, 2004.

#### 13.3 Temporary employees

For temporary employees who work at KPN Contact and perform the same job activities as direct employees of KPN Contact, this chapter's provisions concerning the below apply:

- salary and salary adjustment,
- overtime compensation and working times supplement and
- travel expense reimbursement.

This applies from the start of the temporary employment contract.

KPN Contact ensures that hired temporary employees are remunerated at least in line with what is contained in this chapter of this Collective Agreement with regard to these three employment conditions.

### **13.4 Objections committee**

You can submit a complaint about or objection to a decision made by KPN Contact, action performed by it or failure on its part or a pronouncement it has made in relation to you or your employment conditions. The decision, action or refusal must affect your interests disproportionately. For employees of KPN Contact there is a separate objections committee that will advise on your complaint or objection. Your complaint or objection will be handled according to the rules contained in the General objection and appeal procedure. KPN Contact sets these rules in consultation with the Works Council. This procedure has been published on TEAMKPN Online.

You cannot make use of this objection procedure for complaints about job grading. There is a separate Job grading objection and appeal procedure for these complaints.

### **13.5 Working hours**

The normal working hours for a full-time employee average 40 hours per week.

### **13.6 Working time**

The normal working day consists of maximum 8 hours. The normal working week consists of maximum 40 hours.

### **13.7 General working times**

Insofar as not provided for otherwise in this Collective Agreement, the Working Hours Act applies. The working times scheme is based on optimal flexibility. Both your interests and the interests of KPN Contact play a role. You make agreements with your manager on any deviations from the working times scheme.

### **13.8 Schedules**

Your manager determines your working times. As far as is possible, your manager will take into account your private circumstances. This will obviously be done only to the extent reasonable. Your manager may change your working times, if circumstances change.

### **13.9 Breaks**

If you work for more than 5.5 hours, this working time must be interrupted with an unpaid 30-minute break. Breaks of less than 15 minutes are regarded as working time.

For 4 hours of work, you are entitled to a paid 15-minute break. Of this, an uninterrupted period of at least 10 minutes must be scheduled.

For 5 hours of work, you are entitled to a paid 20-minute break.

Your manager ensures that you are not overloaded by spending too much time on the computer without a break. You will be given sufficient opportunity to tend to your personal needs.

### **13.10 Sundays and public holidays**

1 At KPN Contact you may have to work on Sundays or public holidays for certain services or projects.

2 If you work on Sundays, the rules of the Working Hours Act apply.

3 Public holidays are:

- New Year's Day,
- December 25 and 26,
- Easter Sunday and Easter Monday,
- Whit Sunday and Whit Monday,
- Ascension Day,
- December 24 from 6 pm,
- December 31 from 6 pm,
- the day on which the birthday of the head of state is celebrated and
- the celebration of Liberation Day on May 5 every five years.



### 13.11 Job grading

- 1 KPN Contact uses the Hay method of job grading for the positions of its direct employees. So-called reference positions are graded in agreement with the trade unions. Using the reference positions, KPN Contact categorises the other positions in its organisations.
- 2 KPN Contact informs you of the job description and the group in which the position has been categorised.
- 3 You can ask your manager for further explanation, if you have reservations about the job description or the categorisation of the position. If you object to the job grading, you can appeal to the Job grading objection and appeal procedure. You may use the General objection and appeal procedure if you object to the job description. These procedures are published on TEAMKPN Online.

### 13.12 Salary

- 1 KPN Contact categorises you in one of the salary ranges according to the level of your position.
- 2 KPN Contact determines your salary in accordance with the table below, depending on the level of your position:

Salary ranges	Starting salary	Final salary
A	1,512	1,512
B	1,512	1,652
C	1,566	1,735
D	1,615	1,927
E	1,763	2,203
F	1,975	2,532
G	2,202	2,724
H	2,383	3,040
I	2,603	3,456
J	2,978	3,916
K	3,339	4,512
L	3,784	5,251
M	4,301	6,143

- 3 When hired, you will receive the starting salary of the salary range. However, your manager may take your experience in similar positions into account when actually placing you in the level or the salary range.
- 4 You might not yet have enough experience to perform your position fully. If so, your manager may place you, for not more than six months, in a salary range lower than the one applicable to the level of your position.
- 5 The amounts stated in the tables for salary ranges A to M are for full-time employees. The amounts are adjusted proportionate to the number of hours stated in your contract, if you work part-time.

### 13.13 Promotion

KPN Contact places you in the corresponding higher salary range from the date you are appointed to a higher position. The salary you had in the lower position is increased by 2.25%.

### 13.14 Individual salary adjustment

- 1 KPN Contact may raise your salary on June 1, 2013, depending on the appraisal score for your performance in 2012 and your relative position in the salary scale (RSP) as at May 31, 2013. The RSP is the actual salary expressed as a percentage of the final salary in the relevant salary range. The table below shows the increase that you could receive. The increase for the months from June to no later than September 2013 will be allocated and paid no later than the month of September 2013.

<b>Individual increments table as of 1-6-2013 for employees in salary range A through M</b>						
Percentage of the actual salary						
		unsatisfactory	reasonable	good	very good	excellent
RSP	up to 80%	-	3.0	5.6	8.1	11.1
	80 up to 90%	-	1.5	4.5	7.0	9.6
	90% up to 100%	-	0.75	3.5	5.5	7.6
	equal to 100%	-	-	1.4	4.0	6.1
	> 100 up to 105%	-	-	-	2.1	4.1
	> 105 up to 110%	-	-	-	-	2.1

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of June 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'good';
- 105% for an appraisal score of 'very good';
- 110% for an appraisal score of 'excellent'.

2 If you joined KPN during the year to which the performance appraisal pertains, the increase referred to above will only take place, if you were hired before October 1 of the appraisal year. This does not apply, however, if:

- you are categorised in one of the salary scales A to F and
- you joined KPN before October 1 of that year on the basis of an employment contract for six months or less and
- you are still employed by the company on January 1 of the subsequent year and there has not been any interim interruption to your employment.

In that case you will not receive the increase until the moment this employment contract is continued. This continuation must take place within 3 months after this previous employment contract ends.

### 13.15 Individual salary adjustment on January 1, 2014

1 Your monthly salary for December 2013 may be increased on January 1, 2014. The increase is dependent on your appraisal for 2013 and your RSP (Relative Salary Position) on December 31, 2013. The relative salary position is your actual salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may receive. The increase for the months from January to April 2014 will be allocated and paid no later than in the month of April 2014.

<b>Individual increments table as of 1-1-2014</b>					
Percentage of the actual salary					
		unsatisfactory	development needed	successful	excellent
RSP	up to 80%	-	1.0	2.0	3.0
	80 up to 90%	-	0.5	1.5	2.5
	90% up to 100%	-	0.0	1.0	2.0
	equal to 100%	-	0.0	0.0	1.5
	> 100 up to 105%	-	-	-	1.25
	> 105 up to 110%	-	-	-	1.0

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of January 1, will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'successful';
- 110% for an appraisal score of 'excellent'.

You will receive an increase on January 1, 2014 only if you were already in the service of the company on September 30, 2013.

2 If you joined KPN during the year to which the performance appraisal pertains, the increase referred to above will only take place if you joined KPN before October 1 of the appraisal year.

This does not apply, however, if:

- you are categorised in one of the salary scales A to F, and
- you joined KPN before October 1 of that year on the basis of an employment contract for six months or less and
- you are still employed by the company on January 1 of the subsequent year and there has not been any interim interruption to your employment.

In that case you will not receive the increase until the moment that this employment contract is continued. This continuation must take place within 3 months after this previous employment contract ends.

### **13.16 Overtime**

- 1 Your manager may ask or require you to work more time than agreed with you. If this results in you working more than the full-time quarterly hour standard, then each hour in excess of this standard is an overtime hour. If you have been placed in job group A to H, you will receive compensation for this work. Unpaid break time does not count towards the calculation of this compensation.
- 2 The overtime worked is compensated in time off in lieu. This time off is equal to the number of overtime hours worked.
- 3 You take off your compensation time in the calendar year in which the overtime hours were worked.
- 4 Your manager may decide that time off in lieu is not in the interests of KPN Contact. In that case, you will receive a compensation in money equal to your hourly salary for each hour of overtime.
- 5 In addition to overtime being compensated by time off in lieu (according to paragraph 2) or in money (according to paragraph 4), KPN Contact will pay you an overtime supplement for every hour of overtime worked. This supplement equals 20% of your gross hourly wage. KPN Contact will pay this supplement after the end of each quarter.
- 6 The following full-time quarterly hour standards have been set for the last three quarters of 2013 and the first quarter of 2014:

Quarter	
From April 1, 2013 to June 30, 2013	520
From July 1, 2013 to September 30, 2013	528
From October 1, 2013 to December 31, 2013	528
From January 1, 2014 to March 31, 2014	512

### **13.17 Part-time work and additional hours**

- 1 If you are a part-time employee and work more hours than contracted at your manager's request, this may involve additional hours? This will be referred to . KPN Contact sets a part-time quarterly hour standard for you in this case. KPN Contact derives this proportionate to your working hours from the full-time quarterly hour standard for the relevant quarter. In this case the additional hours of work are the additional hours you work at your manager's request in excess of your part-time quarterly hour standard up to the full-time quarterly hour standard applicable for that quarter. You are compensated for working these additional hours. Unpaid break time does not count towards the calculation of this compensation.
- 2 The additional hours worked are compensated in time off in lieu. This time off is equal to the number of hours by which you exceeded the part-time quarterly hour standard in a particular quarter.
- 3 You take your compensation time off in the calendar year in which the additional hours were worked.
- 4 Your manager may decide that time off in lieu is not in the interest of KPN Contact. In that case, you will receive compensation in money equal to your hourly salary for each additional hour.
- 5 An additional work supplement applies to every additional hour paid out. This supplement equals 33% of your gross hourly wage. The accrual of vacation allowance, vacation hours and any employer pension contribution on these paid hours are included in this supplement.

### 13.18 Authorisation

You are only granted the compensation for overtime and/or additional hours, if this time exceeded your contract hours. This can only take place with the permission or on the instruction of your manager. If your manager cannot be reached, he or she can determine after the fact whether these excess hours were necessary.

### 13.19 Working times supplement

- 1 You may be eligible for a working times supplement, if:
  - a. you have been placed in one of the job groups A to H and
  - b. at your manager's request you work at times listed in paragraph 3 of this provision.
- 2 KPN Contact pays you this supplement monthly in arrears.
- 3 This supplement consists of:

	midnight - 6 am	midnight - 7 am (*)	6 am - 2 pm	2 pm - 10 pm	10 pm - midnight
Mon - Fri	50%	50%	0%	0%	50%
Saturday	50%	50%	0%	30%	50%
Sunday	100%	100%	100%	100%	100%
Public holiday (**)	100%	100%	100%	100%	100%

(\*) Only applies for night shift employees.

(\*\*) Public holiday supplement and other forms of working times supplement are not cumulative. In situations that arise, only the public holiday supplement applies.

### 13.20 Stand-by services

- 1 Stand-by service involves being available for work at your manager's request for an uninterrupted time period of 7 x 24 hours.
- 2 You receive a supplement of gross EUR 158.82 per week for being on stand-by (7 x 24 hours).
- 3 You are compensated in time off in lieu during the same calendar year for the time you actually work while on stand-by. If time off in lieu is not in KPN Contact's best interests, this time worked will be compensated according to the rules pertaining to additional hours and/or overtime that apply for you.
- 4 Other provisions of the compensation for stand-by service are included in the "Compensation for stand-by service" scheme discussed with the Works Council.

### 13.21 Collective Agreement Budget supplement

- 1 The Collective Agreement Budget supplement covers the vacation allowance, the vacation hours in excess of the statutory minimum and special leave, with the exception of special leave in the event of decease. For this reason, these components are no longer shown separately as current employment conditions in this Collective Agreement. By way of departure from Appendix 3, the following applies.
- 2 By way of departure from Appendix 3, the supplement is not pensionable until January 1, 2014. As of January 1, 2014 you will accrue pension over 75% of the supplement, as described in Appendix 3.
- 3 By way of departure from Appendix 3, you may not use the supplement for the purpose of "green driving".
- 4 By way of departure from Appendix 3, you cannot use the supplement for the purpose of an "(extra) pension contribution (IPS)". Extra pension contributions are possible to the extent that they fall within the limits of the pension regulations.
- 5 The Collective Agreement Budget supplement replaced the Employment conditions option system.

### **13.22 Temporary responsibility supplement**

You are eligible for a temporary responsibility supplement, if your manager asks you to temporarily occupy a position from a higher job group. The following applies in this case:

- you temporarily perform at least half the duties and responsibilities of the higher position;
- the person whose position you temporarily perform is structurally absent for a longer period of time;
- you receive temporary responsibility compensation from KPN Contact for a period of longer than one month. KPN Contact pays this compensation from the first day you take on the temporary responsibility. The compensation per month equals 5% of your gross salary. This gross compensation is not part of your monthly income. KPN Contact pays the compensation together with your salary;

KPN Contact makes the position you temporarily occupy a job opening, if it emerges that the employee in this position will no longer be returning.

### **13.23 Health insurance**

KPN has made collective agreements with health insurers. You can opt to purchase health insurance from these health insurers. You are responsible for the costs of the basic insurance and supplementary insurances.

### **13.24 Collective insurances in the event of incapacity for work**

- 1 Top-up insurance under WIA (WIA-Bodemverzekering)  
You may take out the WIA top-up insurance. This insurance pays out, if you are deemed to have lost more than 15% but less than 35% of your earning capacity in the WIA assessment. The payment equals maximum 70% of the maximum daily wage for social security purposes and is paid out in proportion to your incapacity for work.
- 2 Top-up insurance under WGA (WGA Gat Verzekering)  
You may join an insurance scheme for WGA top-up insurance. This insurance will pay out, if you:
  - become 35% to 80% incapacitated for work and
  - do not manage to earn half or more of the remaining earning capacity determined by the UWV during the follow-up phase of the WGA.The payment is equal to a percentage of the minimum wage, whereby this collective insurance supplements this payment, so that you receive your last-earned salary.
- 3 You are free to decide whether or not you wish to take (one of) these combined insurances. If you opt for the insurance, KPN Contact will deduct the premiums for the insurance(s) from your salary and pay them to the insurer.

### **13.25 Work and health**

KPN Contact and the trade unions have made agreements with the Works Council on working conditions and labour relations. The purpose of these agreements is to provide you with a pleasant working environment and limit absenteeism due to sickness. You can find these agreements in Articles 5.2 and 5.3 of this Collective Agreement.

### **13.26 Pension**

- 1 You are offered a pension scheme based on:
  - an old-age pension with a standard pension retirement age of 65 years of age until January 1, 2014 and a standard pension retirement age of 67 years of age as of January 1, 2014.
  - an offset of EUR 13,865.49 in 2013 for a full-time employee. As of January 1, 2014 the offset is equal to the offset that applies for employees who are members of the Stichting Pensioenfonds KPN as provided in Article 5.6, paragraph 3 of this Collective Agreement;
  - a dependent's pension based on risk insurance;
  - premium allocation of 85% employer contribution and 15% employee contribution;

- the possibility of pre-pension at the employee's expense as described in part C of the pension rules;
  - insurance of the ANW gap, WAO/WIA gap and WAO/WIA supplement, also at the employee's expense. You may opt out of these insurances.
- 2 KPN Contact will report you to the pension fund.
- 3 KPN Contact makes a maximum of 7.3% of the pensionable wage bill available (of the employees for whom Chapter 13 or 14 of this Collective Agreement applies) for the accrual of pension entitlements including administration costs. As of January 1, 2014 KPN Contact makes a maximum of 7.4% pensionable wage bill available for this. The pensionable wage bill is the total of all the pensionable salaries.
- 4 The provisions on the pension scheme are contained in the pension scheme rules and regulations.

### **13.27 Transitional provisions for pension, voluntary early retirement, FLO and pre-pension**

- 1 If on September 30, 2005 you had prospects of the following on the basis of transitional agreements:
- VUT (early retirement), FLO or pre-pension, or
  - entitlement to a different pension allocation and/or premium allocation than indicated in the applicable 2004-2005 Collective Agreement (in effect from April 1, 2004 to September 30, 2005),
- one of the following provisions may apply to you:
- if you were born before January 1, 1950 the pension scheme of September 30, 2005 remains applicable;
  - if you were born on or after January 1, 1950, your standard pension retirement age is 65 until January 1, 2014 and as of January 1, 2014 your standard pension retirement age is 67 and you pay 15% employee contribution and KPN Contact pays 85% employer contribution;
  - if you were born before January 1, 1950 and you have the prospect of VUT (early retirement), the arrangement in Appendix 13 applies;
  - if you were born on or after January 1, 1950 and you have the prospect of VUT (early retirement), the arrangement in Appendix 14 applies;
  - if you have the prospect of FLO, this prospect is retained;
  - if you were born before January 1, 1950 and you have the prospect of pre-pension, the arrangement in Appendix 11 applies;
  - if you were born on or after January 1, 1950 and you have the prospect of pre-pension, the arrangement in Appendix 12 applies.
- 2 Changes in the pension scheme on January 1, 2014 in connection with the Raising of the State Pension Age and Standard Pension Retirement Age Act (Wet verhoging AOW- en pensioenrichtleeftijd) do not affect the rights and obligations as laid down in Appendices 10 to 16.

### **13.28 Commuting**

- 1 If you live more than 10 kilometres from work (one way), you are eligible for a contribution towards your commuting expenses. The contribution is maximised at a commuting distance of 30 kilometers one way. KPN Contact determines the distance using a route planner selected by KPN Contact. KPN Contact contributes EUR 0.18 tax free per kilometre. You must have actually commuted for your work.  
KPN Contact grants the contribution monthly in arrears.
- 2 If the one-way distance between your home and work is more than 30 kilometres and, as a rule, you commute:
- a. 4 days or more each week by public transport, you can ask KPN Contact to provide a 2nd class fare public transport pass;
  - b. 1, 2 or 3 days each week, you can claim your public transport expenses each month by submitting the actual tickets.
- 3 A supplementary contribution applies for travel between your home and work, on condition that you live more than 30 kilometres from your work. You receive this supplementary

contribution in that case, if KPN Contact deems that you must use your own car more than occasionally for travel between home and work. This may be the case, if:

- you work at times which do not allow you to use public transport or
- the use of public transport is not desirable for other reasons. KPN Contact determines, whether this is the case.

In such a case you will be granted a supplementary reimbursement of EUR 0.18 per kilometre that you drive in excess of the distance of 30 kilometres.

- 4 KPN Contact determines your reimbursement based on the most efficient and least expensive means of transport. KPN Contact takes into account the number of working days when doing so.
- 5 If the distance of the journey and return journey differ, the longest distance serves as basis for your reimbursement.
- 6 If your one-way commuting distance changes, KPN Contact will adjust its contribution in line with this.
- 7 Any payroll tax and social insurance contributions owed on this contribution are at your expense.

### **13.29 Compensation for business travel**

- 1 You can claim the costs of business travel.
- 2 KPN Contact determines the travel distance using the route planner selected by KPN Contact. KPN Contact reimburses for the shortest route.
- 3 The compensation for business travel amounts to EUR 0.19 per kilometre travelled for business purposes.
- 4 The mode of transport does not affect the contribution.
- 5 Any payroll tax and social insurance contributions owed on this contribution are at your expense.
- 6 If you have a company car, you are not eligible for any contribution for business travel.

### **13.30 Purposes for individual assignment of vacation entitlement**

If you have an individually assigned vacation entitlement of 92 hours for full-time employment, you may use these hours for the purposes shown in Appendix 16.

### **13.31 Discount scheme for private insurance**

KPN has a collective scheme which allows you a discount on private insurance from Centraal Beheer Achmea. The discounts do not apply for health insurance. You can get information on the scheme from your HR consultant.

### **13.32 Employability budget (Inzetbaarheidbudget)**

- 1 Only in 2013, in deviation from the provisions of 7.2, you have an Employability budget of EUR 500 per calendar year.
- 2 If you are employed on June 30, 2013, on July 1, 2013 the available budget will however be raised by EUR 250.

### **13.33 Which appendices from this Collective Agreement apply to you?**

- Appendix 3 Collective Agreement Budget supplement, in observance of Article 13.21
- Appendix 4 Life-course savings scheme regulations
- Appendix 10 Transitional provisions
- Appendix 11 Pre-pension transitional provisions for employees born before January 1, 1950
- Appendix 12 Transitional provisions for loss of prospect of pre-pension for employees born on or after January 1, 1950
- Appendix 13 Voluntary early retirement scheme (VUT)
- Appendix 14 Transitional provisions for loss of prospect of early retirement for employees born on or after January 1, 1950
- Appendix 15 Agreement on transitional agreements KPN-KPN Contact dated April 27, 2006

Appendix 16 Purposes for employees with individually assigned vacation entitlements (Article 13.30 or 14.27)

**13.34 Which articles and appendices from this Collective Agreement do not apply to you?**

1 The following provisions in this Collective Agreement do not apply to you:

- 1.6 Right of complaint
- 3.1 Working hours, breaks and rest periods with the exception of Night Shift
- 3.2 Sundays and public holidays
- 3.3 Determination of working times (general rule)
- 3.4 Role of the Works Council
- 4.1 Where to find the agreed remuneration arrangements
- 4.3 Determination of salary
- 4.5 Additional hours
- 4.6 Special allowance
- 4.7 Allowance for working unusual hours (Tot.)
- 4.8 Pensionable salary
- 4.10 Overtime supplement
- 4.11 Stand-by supplement
- 4.12 Waiting time supplement
- 4.13 Travel time supplement for mobile employees
- 4.14 Supplement for working on public holidays
- 5.4 Collective insurances for incapacity for work
- 5.5 Voluntary early retirement (VUT)
- 5.6 Pension
- 5.7 Transitional pre-pension provisions
- 6.2 Contribution towards commuting expenses
- 6.4 Contribution towards commuting expenses on relocation in the company's interest
- 7.2 Employability Budget, insofar as this involves the amount of EUR 1,000 per year (until January 1, 2014)
- 7.9 Health check
- 7.12 Working in accordance with the "The New Way of Working" model (" Het Nieuwe Werken")

All provisions of Chapter 8 (Employment conditions applicable specifically to employees placed in the General group)

All provisions of Chapter 9 (Employment conditions applicable specifically to employees placed in the IT group)

All provisions of Chapter 10 (Employment conditions applicable specifically to employees placed in the Retail group)

All provisions of Chapter 11 (Employment conditions applicable specifically to employees placed in the Sales group)

All provisions of Chapter 12 (Employment conditions applicable specifically to employees placed in the Strategic Recruitment group)

All provisions of Chapter 14 (Employment conditions applicable specifically to employees placed in the KPN Contact group (indirect employees at KPN Contact BV))

2 The following appendices in this Collective Agreement do not apply to you:

- Appendix 1 Payplan
- Appendix 2 Collective Agreement Bonus (applicable until January 1, 2014)
- Appendix 2A Collective Agreement Bonus (applicable as of January 1, 2014)
- Appendix 5 Flextime scheme



- Appendix 6 Pre-pension transitional provisions for employees born before January 1, 1950
- Appendix 7 Transitional provisions for loss of prospect of pre-pension for employees born on or after January 1, 1950
- Appendix 8 Voluntary early retirement scheme (VUT)
- Appendix 9 Transitional provisions for loss of prospect of early retirement for employees born on or after January 1, 1950

## CHAPTER 14

### Employment conditions applicable specifically for employees placed in the KPN Contact group (indirect employees employed by KPN Contact BV)

#### 14.1 Categorisation

If you fall into this group, which KPN will determine on the basis of your job activities, your employment conditions will be those stated in this chapter

#### 14.2 Terms

In supplement to or deviation from the terms stated in provision 1.1, the definitions of terms used in relation to employees in this group are given below.

- a. Hourly salary: in deviation from provision 1.1 (i), your hourly salary is 1/160.33rd of the salary of a full-time employee if this chapter applies to you;
- b. Employer: KPN Contact BV;
- c. Partner: person married to the employee; partner is also understood to refer to the unmarried person who, with the intention of long-term cohabitation, conducts a joint household with the employee, as evidenced by the notarial deed or registration in the register of births, deaths and marriages; a person to whom the employee is related by blood in the 1st or 2nd degree may not be regarded as a partner;
- d. Full-time employee: an employee who has an employment contract for 37 hours per week;
- e. Part-time employee: an employee who has an employment contract for less than 37 hours per week;
- f. Monthly salary: the salary determined for the employee within the salary scale, taking into account the part-time factor;
- g. Monthly income: monthly salary plus any placement allowance under Article 14.10 and/or Appendix 15, Article 2.3 and any OVR1 allowance and/or any OVR2 salary allowance, taking into account the part-time factor;
- h. Pensionable salary:
  - until January 1, 2014: the monthly salary multiplied by 1.08 plus any placement allowance under Article 2.3 of Appendix 15, any OVR1 allowance and/or any OVR2 salary allowance, taking into account the part-time factor;
  - until January 1, 2014: the monthly salary multiplied by 75% plus the Collective Agreement Budget under Article 2.3 of Appendix 15, any OVR1 allowance and/or any OVR2 salary allowance, taking into account the part-time factor;
- i. Full-time quarterly hour standard: the number of contract hours per quarter for a full-time employee;
- j. Part-time quarterly hour standard: the full-time quarterly hour standard multiplied by the part-time factor that applies for a part-time employee;
- k. Temporary employee: the person put to work by or via third parties;
- l. 2003 SNT Collective Agreement : the SNT Collective Agreement in effect from January 1, 2003 to March 31, 2004.

#### 14.3 Temporary employees

For temporary employees who work at KPN Contact and perform the same job activities as indirect employees of KPN Contact, this chapter's provisions concerning the below apply:

- salary and salary adjustment,
- overtime compensation and working times supplement, and
- travel expense reimbursement.

This applies from the start of the temporary employment contract.

KPN Contact ensures that hired temporary employees are remunerated at least in line with what is contained in this chapter of this Collective Agreement with regard to these three employment conditions.

#### **14.4 Objections committee**

You can submit a complaint about or objection to a decision made by KPN Contact, action performed by it or failure on its part or a pronouncement it has made in relation to you or your employment conditions. The decision, action or refusal must affect your interests disproportionately. KPN Contact has a separate objections committee that will advise on your complaint or objection. Your complaint or objection will be handled according to the rules contained in the General objection and appeal procedure. KPN Contact sets these rules in consultation with the Works Council. This procedure has been published on TEAMKPN Online.

You cannot make use of this objection procedure for complaints about job grading. There is a separate Job grading objection and appeal procedure for these complaints.

#### **14.5 Working hours**

The normal working hours for a full-time employee are an average 37 hours per week,

#### **14.6 Schedules**

Your manager determines your working times. As far as is possible, your manager will take into account your private circumstances. This will obviously be done only to the extent reasonable. Your manager may change your working times if circumstances change.

#### **14.7 Sundays and public holidays**

- 1 At KPN Contact you may have to work on Sundays or public holidays for certain services or projects.
- 2 If you work on Sundays, the rules of the Working Hours Act apply.
- 3 Public holidays are:
  - New Year's Day,
  - December 25 and 26,
  - Easter Sunday and Easter Monday,
  - Whit Sunday and Whit Monday,
  - Ascension Day,
  - December 24 from 6 pm,
  - December 31 from 6 pm,
  - the day on which the birthday of the head of state is celebrated and
  - the celebration of Liberation Day on May 5 every five years.

#### **14.8 Individual assignment of vacation entitlement**

If you were entitled to 92 extra vacation hours on grounds of individual agreements, this number will be adjusted to the 37-hour working week and proportionately set at 85 hours. This adjustment does not take place if you work for 3 hours more than your normal working hours on the basis of Flextime. If you work one hour less or one or two hours more than your normal working hours, adjustment takes place on a proportional basis.

#### **14.9 Job grading**

KPN Contact uses the Hay method of job grading for the positions of its indirect employees. You can ask your manager for further explanation if you have reservations about the job description or the categorisation of the position. If you object to the job grading, you can appeal to the Job grading objection and appeal procedure. You may use the General objection and appeal procedure, if you object to the job description. These procedures are published on TEAMKPN Online. As a result of this, Article 4.3, paragraph 3 does not apply to you.

#### **14.10 Salary**

- 1 The salary scales in the table in provision 8.5 (General group) apply to you.
- 2 If you were categorised in one of the salary scales according to provision 8.5 (General group) on November 1, 2010 and received a gross placement allowance on that basis, this allowance

is a nominal constant amount. The placement allowance is taken into account for pension accrual, hourly-wage related supplements and for the Flextime allowance. KPN Contact also continues to pay this placement allowance in the event of sickness. If promotion results in your placement in a higher salary scale, KPN Contact will convert this placement allowance into salary if the new salary scale leaves room for this, up to a maximum equal to the normative salary in that scale. Any remainder remains a placement allowance.

#### 14.11 Individual salary adjustment

- 1 KPN Contact may raise your salary on June 1, 2013 depending on the appraisal score for your performance in 2012 and your relative position in the salary scale (RSP) as at May 31, 2013. The RSP is the actual salary expressed as a percentage of the final salary in the relevant salary scale. The table below shows the increase that you could receive. The increase for the months from June to no later than September 2013 will be allocated and paid no later than the month of September 2013.

Percentage of the actual salary		unsatisfactory	reasonable	good	very good	excellent
RSP	up to 80%	-	3.0	5.6	8.1	11.1
	80 up to 90%	-	1.5	4.5	7.0	9.6
	90% up to 100%	-	0.75	3.5	5.5	7.6
	equal to 100%	-	-	1.4	4.0	6.1
	> 100 up to 105%	-	-	-	2.1	4.1
	> 105 up to 110%	-	-	-	-	2.1

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of June 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'good';
- 105% for an appraisal score of 'very good';
- 110% for an appraisal score of 'excellent'.

- 2 If you were hired during the year to which the performance appraisal pertains, the increase referred to above will only take place if you were hired before October 1 of the appraisal year.

This does not apply, however if:

- you have been placed in one of the salary scales 1 to 6; and
- you joined KPN before October 1 of that year on the basis of an employment contract for six months or less and
- you are still employed by the company on January 1 of the subsequent year and there has not been any interim interruption to your employment.

In that case you will not receive the increase until the moment this employment contract is continued. This continuation must take place within 3 months after this previous employment contract ends.

#### 14.12 Individual salary adjustment on January 1, 2014

- 1 Your monthly salary for December 2013 may be raised on January 1, 2014 depending on your appraisal for 2013 and your relative position in the salary scale (RSP) on December 31, 2013. The relative salary position is your actual salary divided by the normative salary for the salary scale. The table below shows what kind of increase you may get. The increase for the months from January to April 2014 will be allocated and paid no later than the month of April 2014.

Individual increments table as of 1-1-2014					
Percentage of the actual salary		development			
		unsatisfactory	needed	successful	excellent
RSP	up to 80%	-	1.0	2.0	3.0
	80 up to 90%	-	0.5	1.5	2.5
	90% up to 100%	-	0.0	1.0	2.0
	equal to 100%	-	0.0	0.0	1.5
	> 100 up to 105%	-	-	-	1.25
	> 105 up to 110%	-	-	-	1.0

If your RSP is 100% or more and your appraisal score is 'good' or higher, your new RSP as of January 1 will not be lower than 100%.

The maximum RSP attainable is:

- 100% for an appraisal score of 'good';
- 110% for an appraisal score of 'excellent'.

You will receive an increase on January 1, 2014 only if you were already in the service of the company on September 30, 2013.

- 2 If you joined KPN during the year to which the performance appraisal pertains, the increase referred to above will only take place if you were hired before October 1 of the appraisal year.

This does not apply, however, if:

- you have been placed in one of the salary scales 1 to 6; and
- you joined KPN before October 1 of that year on the basis of an employment contract for six months or less and
- you are still employed by the company on January 1 of the subsequent year and there has not been any interim interruption to your employment.

In that case you will not receive the increase until the moment this employment contract is continued. This continuation must take place within 3 months after this previous employment contract ends.

#### 14.13 Overtime

- 1 Your manager may ask or require you to work more time than agreed with you. If this results in you working more than the full-time quarterly hour standard, then each hour in excess of this standard is an overtime hour. If you have been placed in salary scale 1 to 8, you will receive compensation for this work. Unpaid break time does not count towards the calculation of this compensation.

- 2 The overtime worked is compensated in time off in lieu. This time off is equal to the number of overtime hours worked.

- 3 You take off your compensation time in the calendar year in which the overtime hours were worked.

- 4 Your manager may decide that time off in lieu is not in the interests of KPN Contact. In that case, you will receive a compensation in money equal to your hourly salary for each hour of overtime.

- 5 In addition to overtime being compensated by time off in lieu (according to paragraph 2) or in money (according to paragraph 4), KPN Contact will pay you an overtime supplement for every hour of overtime worked. This supplement equals 20% of your gross hourly wage. KPN Contact will pay this supplement after the end of each quarter.

- 6 The following full-time quarterly hour standards have been set for the last three quarters of 2013 and the first quarter of 2014:

Quarter	
From April 1, 2013 to June 30, 2013	520
From July 1, 2013 to September 30, 2013	528
From October 1, 2013 to December 31, 2013	528
From January 1, 2014 to March 31, 2014	512

#### 14.14 Part-time work and additional hours

- 1 If you are a part-time employee and work more hours than contracted at your manager's request, this may involve additional hours. KPN Contact sets a part-time quarterly hour standard for you in this case. KPN Contact derives this proportionate to your working hours from the full-time quarterly hour standard for the relevant quarter. In this case the additional hours of work are the additional hours you work at your manager's request in excess of your part-time quarterly hour standard up to the full-time quarterly hour standard applicable for that quarter. You are compensated for working these additional hours. Unpaid break time does not count towards the calculation of this compensation.
- 2 The additional hours worked are compensated in time off in lieu. This time off is equal to the number of hours by which you exceeded the part-time quarterly hour standard in a particular quarter.
- 3 You take your compensation time off in the calendar year in which the additional hours were worked.
- 4 Your manager may decide that time off in lieu is not in the interests of KPN Contact. In that case, you will receive compensation in money equal to your hourly salary for each additional hour.
- 5 An additional work supplement applies to every additional hour paid out. This supplement equals 33% of your gross hourly wage. The accrual of vacation allowance, vacation hours and any employer pension contribution on these paid hours are included in this supplement.

#### 14.15 Authorisation

You are only granted the compensation for overtime and/or additional hours if this time exceeded your contract hours. This can only take place with the permission or on the instruction of your manager. If your manager cannot be reached, he or she can determine after the fact has taken place, whether these excess hours were necessary.

#### 14.16 Working times supplement

- 1 You may be eligible for a working times supplement if:
  - a. you have been placed in one of the salary scales 1 to 8; and
  - b. at your manager's request you work at times listed in paragraph 3 of this provision.
- 2 KPN Contact pays you this supplement monthly in arrears.
- 3 This supplement consists of:

	midnight - 6 am	midnight - 7 am (*)	6 am - 2 pm	2 pm - 10 pm	10 pm - midnight
Mon - Fri	50%	50%	0%	0%	50%
Saturday	50%	50%	0%	30%	50%
Sunday	100%	100%	100%	100%	100%
Public holiday (**)	100%	100%	100%	100%	100%

(\*) Only applies for night shift employees.

(\*\*) Public holiday supplement and other forms of working times supplement are not cumulative. In situations that arise, only the public holiday supplement applies.

#### 14.17 Stand-by services

- 1 Stand-by service involves being available for work at your manager's request for an uninterrupted time of 7 x 24 hours.
- 2 You receive a supplement of gross EUR 158.82 per week for being on stand-by (7 x 24 hours).
- 3 You are compensated in time off in lieu during the same calendar year for the time you actually work while on stand-by. If time off in lieu is not in KPN Contact's best interests, this time worked will be compensated according to the rules pertaining to additional hours and/or overtime that apply for you.
- 4 Other provisions of the compensation for stand-by service are included in the "Compensation for stand-by service" scheme discussed with the Works Council.

#### **14.18 Collective Agreement Budget supplement**

- 1 The Collective Agreement Budget supplement covers the vacation allowance, the vacation hours in excess of the statutory minimum, and special leave, with the exception of leave in the event of decease. For this reason, these components are no longer shown separately as current employment conditions in this Collective Agreement . By way of departure from Appendix 3, the following applies.
- 2 By way of departure from Appendix 3, the supplement is not pensionable until January 1, 2014. As of January 1, 2014 you will accrue pension over 75% of the supplement, as described in Appendix 3.
- 3 By way of departure from Appendix 3, you may not use the supplement for the purpose of "green driving".
- 4 By way of departure from Appendix 3, you cannot use the supplement for the purpose of an "(extra) pension contribution (IPS)". Extra pension contributions are possible to the extent that they fall within the limits of the pension regulations.
- 5 The Collective Agreement Budget supplement replaced the Employment conditions option system.

#### **14.19 Temporary responsibility supplement**

You are eligible for a temporary responsibility supplement if your manager asked you to temporarily occupy a position from a higher job group. The following applies in this case:

- you temporarily performed at least half the duties and responsibilities of the higher position;
- the person whose position you temporarily performed was structurally absent for a longer period of time;
- you receive temporary responsibility compensation from KPN Contact for a period of longer than one month. KPN Contact pays this compensation from the first day you take on the temporary responsibility. The compensation per month equals 5% of your gross salary. This gross compensation is not part of your monthly income. KPN Contact pays the compensation together with your salary;

KPN Contact makes the position you temporarily occupy a job opening if it emerges that the employee in this position will no longer be returning.

#### **14.20 Health insurance**

KPN has made collective agreements with health insurers. You can opt to purchase health insurance from these health insurers. You are responsible for the costs of the basic insurance and supplementary insurances.

#### **14.21 Collective insurances in the event of incapacity for work**

- 1 Top-up insurance under WIA (WIA-Bodemverzekering)  
You may take out the WIA top-up insurance. This insurance pays out if you are deemed to have lost more than 15% but less than 35% of your earning capacity in the WIA assessment. The payment equals maximum 70% of the maximum daily wage for social security purposes and is paid out in proportion to your incapacity for work.
- 2 Top-up insurance under WGA (WGA Gat Verzekering)  
You may join an insurance scheme for WGA top-up insurance. This insurance will pay out, if you:
  - become 35% to 80% incapacitated for work and
  - do not manage to earn half or more of the remaining earning capacity determined by the UWV during the follow-up phase of the WGA.The payment is equal to a percentage of the minimum wage, whereby this collective insurance supplements this payment so that you receive your last-earned salary.
- 3 You are free to decide whether or not you wish to take (one of) these combined insurances. If you opt for the insurance, KPN Contact will deduct the premiums for the insurance(s) from your salary and pay them to the insurer.

## **14.22 Work and health**

KPN Contact and the trade unions have made agreements with the Works Council on working conditions and labour relations. The purpose of these agreements is to provide you with a pleasant working environment and limit absenteeism due to sickness. You can find these agreements in Articles 5.2 and 5.3 of this Collective Agreement .

## **14.23 Pension**

- 1 You are offered a pension scheme based on:
  - an old-age pension with a standard pension retirement age of 65 years of age until January 1, 2014 and a standard pension retirement age of 67 years of age as of January 1, 2014.
  - an offset of EUR 13,865.49 in 2013 for a full-time employee. As of January 1, 2014 the offset is equal to the offset that applies for employees who are members of the Stichting Pensioenfonds KPN as provided in Article 5.6, paragraph 3 of this Collective Agreement;
  - a dependent's pension based on risk insurance;
  - premium allocation of 85% employer contribution and 15% employee contribution;
  - the possibility of pre-pension at the employee's expense as described in part C of the pension rules;
  - insurance of the ANW gap, WAO/WIA gap and WAO/WIA supplement, also at the employee's expense You may opt out of these insurances.
- 2 KPN Contact will report you to the pension fund.
- 3 KPN Contact makes a maximum of 7.3% of the pensionable wage bill available (of the employees for whom Chapter 13 or 14 of this Collective Agreement applies) for the accrual of pension entitlements including administration costs. As of January 1, 2014 KPN Contact makes a maximum of 7.4% pensionable wage bill available for this. The pensionable wage bill is the total of all the pensionable salaries.
- 4 The provisions on the pension scheme are contained in the pension scheme rules and regulations.

## **14.24 Transitional provisions for pension, voluntary early retirement, FLO and pre-pension**

- 1 If on September 30, 2005 you had prospects of the following on the basis of transitional agreements:
  - VUT (early retirement), FLO or pre-pension, or
  - entitlement to a different pension allocation and/or premium allocation than indicated in the applicable 2004-2005 Collective Agreement (in effect from April 1, 2004 to September 30, 2005),one of the following provisions may apply to you:
  - if you were born before January 1, 1950 the pension scheme of September 30, 2005 remains applicable;
  - if you were born on or after January 1, 1950, your standard pension retirement age is 65 until January 1, 2014 and as of January 1, 2014 your standard pension retirement age is 67 and you pay 15% employee contribution and KPN Contact pays 85% employer contribution;
  - if you were born before January 1, 1950 and you have the prospect of VUT (early retirement), the arrangement in Appendix 13 applies;
  - if you were born on or after January 1, 1950 and you have the prospect of VUT (early retirement), the arrangement in Appendix 14 applies;
  - if you have the prospect of FLO, this prospect is retained;
  - if you were born before January 1, 1950 and you have the prospect of pre-pension, the arrangement in Appendix 11 applies;
  - if you were born on or after January 1, 1950 and you have the prospect of pre-pension, the arrangement in Appendix 12 applies.
- 2 Changes in the pension scheme on January 1, 2014 in connection with the Raising of the State Pension Age and Standard Pension Retirement Age Act (Wet verhoging AOW- en



pensioenrichtleeftijd) do not affect the rights and obligations as laid down in Appendices 10 to 16.

#### **14.25 Commuting**

- 1 If you live more than 10 kilometres from work (one way), you are eligible for a contribution towards your commuting expenses. The contribution is maximised at a commuting distance of 30 kilometers one way. KPN Contact determines the distance using a route planner selected by KPN Contact. KPN Contact contributes EUR 0.18 tax free per kilometre. You must have actually commuted for your work.  
KPN Contact grants the contribution monthly in arrears.
- 2 If the one-way distance between your home and work is more than 30 kilometres and, as a rule, you commute:
  - a. 4 days or more each week by public transport, you can ask KPN Contact to provide a 2nd class fare public transport pass;
  - b. 1, 2 or 3 days each week, you can claim your public transport expenses each month by submitting the actual tickets.
- 3 A supplementary contribution applies for travel between your home and work, on condition that you live more than 30 kilometres from your work. You receive this supplementary contribution in that case, if KPN Contact deems that you must use your own car more than occasionally for travel between home and work. This may be the case, if:
  - you work at times which do not allow you to use public transport or
  - the use of public transport is not desirable for other reasons. KPN Contact determines, whether this is the case.In such a case you will be granted a supplementary reimbursement of EUR 0.18 per kilometre that you drive in excess of the distance of 30 kilometres.
- 4 KPN Contact determines your reimbursement based on the most efficient and least expensive means of transport. KPN Contact takes into account the number of working days when doing so.
- 5 If the distance of the journey and return journey differ, the longest distance serves as basis for your reimbursement.
- 6 If your one-way commuting distance changes, KPN Contact will adjust its contribution in line with this.
- 7 Any payroll tax and social insurance contributions owed on this contribution are at your expense.

#### **14.26 Compensation for business travel**

- 1 You can claim the costs of business travel.
- 2 KPN Contact determines the travel distance using the route planner selected by KPN Contact. KPN Contact reimburses for the shortest route.
- 3 The compensation for business travel amounts to EUR 0.19 per kilometer travelled for business purposes.
- 4 The mode of transport does not affect the contribution.
- 5 Any payroll tax and social insurance contributions owed on this contribution are at your expense.
- 6 If you have a company car, you are not eligible for any contribution for business travel.

#### **14.27 Purposes for individual assignment of vacation entitlement**

If you have an individually assigned vacation entitlement of 85 hours for full-time employment, you may use these hours for the purposes shown in Appendix 16.

#### **14.28 Discount scheme for private insurance**

KPN has a collective scheme which allows you a discount on private insurance from Centraal Beheer Achmea. The discounts do not apply for health insurance. You can get information on the scheme from your HR consultant.

#### **14.29 Employability budget (Inzetbaarheidbudget)**

- 1 Only in 2013, in deviation from the provisions of 7.2, you have an Employability Budget of EUR 500 per calendar year.
- 2 If you are employed on June 30, 2013, on July 1, 2013 the available budget will, however, be raised by EUR 250.

#### **14.30 Which appendices from this Collective Agreement apply to you?**

- Appendix 3 Collective Agreement Budget supplement, in observance of Article 14.18
- Appendix 4 Life-course savings scheme regulations
- Appendix 5 Flextime scheme
- Appendix 10 Transitional provisions
- Appendix 11 Pre-pension transitional provisions for employees born before January 1, 1950
- Appendix 12 Transitional provisions for loss of prospect of pre-pension for employees born on or after January 1, 1950
- Appendix 13 Voluntary early retirement scheme (VUT)
- Appendix 14 Transitional provisions for loss of prospect of early retirement for employees born on or after January 1, 1950
- Appendix 15 Agreement on transitional agreements KPN-KPN Contact dated April 27, 2006
- Appendix 16 Purposes for employees with individually assigned vacation entitlements (Articles 13.30 or 14.27)

#### **14.31 Which articles and appendices from this Collective Agreement do not apply to you?**

- 1 The following provisions in this Collective Agreement do not apply to you:
  - 1.6 Right of complaint
  - 3.2 Sundays and public holidays
  - 3.3 Determination of working times (general rule)
  - 3.4 Role of the Works Council
  - 4.5 Additional hours
  - 4.6 Special allowance
  - 4.7 Allowance for working unusual hours (Tot.)
  - 4.8 Pensionable salary
  - 4.10 Overtime supplement
  - 4.11 Stand-by supplement
  - 4.12 Waiting time supplement
  - 4.13 Travel time supplement for mobile employees
  - 4.14 Supplement for working on public holidays
  - 5.4 Collective insurances for incapacity for work
  - 5.5 Voluntary early retirement (VUT)
  - 5.6 Pension
  - 5.7 Transitional pre-pension provisions
  - 6.2 Contribution towards commuting expenses
  - 6.4 Contribution towards commuting expenses on relocation in the company's interests
  - 7.2 Employability budget, insofar as this involves the amount of EUR 1,000 per year (until January 1, 2014)
  - 7.9 Health check

The following provisions of Chapter 8 (Employment conditions applicable specifically to employees placed in the General group)

- 8.4 Vacation
- 8.6 Individual salary adjustment on June 1, 2013
- 8.7 Individual salary adjustment on January 1, 2014
- 8.8 Collective Agreement Bonus

All provisions of Chapter 9 (Employment conditions applicable specifically to employees placed in the IT group)

All provisions of Chapter 10 (Employment conditions applicable specifically to employees placed in the Retail group)

All provisions of Chapter 11 (Employment conditions applicable specifically to employees placed in the Sales group)

All provisions of Chapter 12 (Employment conditions applicable specifically to employees placed in the Strategic Recruitment group)

All provisions of Chapter 13 (Employment conditions applicable specifically to employees placed in the KPN Contact group (direct employees at KPN Contact BV))

2 The following appendices in this Collective Agreement do not apply to you:

Appendix 1	Payplan
Appendix 2	Collective Agreement Bonus (applicable until January 1, 2014)
Appendix 2A	Collective Agreement Bonus (applicable as of January 1, 2014)
Appendix 6	Pre-pension transitional provisions for employees born before January 1, 1950
Appendix 7	Transitional provisions for loss of prospect of pre-pension for employees born on or after January 1, 1950
Appendix 8	Voluntary early retirement scheme (VUT)
Appendix 9	Transitional provisions for loss of prospect of early retirement for employees born on or after January 1 1950

Done accordingly and signed by parties  
in The Hague on June 27, 2013.

For Koninklijke KPN N.V.,

Chief HR Officer

Lia Belilos

For the trade unions,

Abvakabo FNV in Zoetermeer,

Joost van Herpen

Qlix in Leidschendam,

Caspar Vlaar

CNV Publieke Zaak in Apeldoorn,

Anselma Zwaagstra

VPP in The Hague,

Gezina ten Hove

## **APPENDICES**

Appendices 10 to 16 only apply to those employees categorised in one of the groups for which chapter 13 or chapter 14 applies.

## **APPENDIX 1**

### **Payplan**

#### **1 Do you fall under this scheme?**

These arrangements apply to you, if you are covered by the specific employment conditions stated in Chapter 10 or Chapter 11. The provisions of those chapters and those in chapters 1 up to and including 7 apply to you, unless otherwise stated in the provisions made in this Appendix 1. If you fall under the Payplan scheme, the Collective Agreement Bonus scheme (Appendix 2 and 2A) does not apply to you.

#### **2 Size of Payplan remuneration**

For each level of a position, KPN awards a percentage of your actual salary for the attainment of 'on-target performance' (OTP). You will find this table in Chapter 10 or Chapter 11. If you do not fully achieve the targets applicable to 'on target performance', you will receive a proportionate amount of the Payplan remuneration. However, you must always achieve a target minimum, set by your manager. Similarly, if you beat the targets applicable to 'on target performance', you will receive the Payplan remuneration in proportion to your accomplishment.

In this appendix actual salary will mean your monthly salary plus any transfer allowance and/or placement allowance.

#### **3 Pensions and vacation pay**

You do not accrue any pension over Payplan remuneration. Nor do you receive vacation allowance over this remuneration.

#### **4 Payplan remuneration in exceptional situations**

- 1 If you are unable to work (fully) due to sickness or another cause, you will receive your Payplan remuneration, if the duration is 4 months or shorter. If you are categorised in the Retail group (Chapter 10 of this Collective Agreement), you will receive the same Payplan remuneration as colleagues doing jobs on the same level as yours in the same shop during the same period. If you are categorised in Sales (Chapter 11 of this Collective Agreement), you will receive Payplan remuneration based on the effect of the realisation on your personal client group; account is similarly taken of your job level.
- 2 If you are unable to work for more than 4 months (fully) due to sickness or another cause (even if this falls in two calendar years), you will receive:
  - Over the period starting from the date you reported sick until the end of the month in which you are sick plus four calendar months you will receive the Payplan remuneration you would have received, if you had been able to work in this period. However, if you report sick on the first day of a month the above does not apply and you will receive the Payplan remuneration you would have received, if you had been able to work in this period plus the next three consecutive months.
  - After the period specified in the previous indent, as long as you are incapacitated for work and with due observance of paragraph 3, each calendar month your average degree of incapacity will be assessed based on the absentee registration in Atrium. This will be done up to and including the month in which you are reported as fit to work in Atrium. Over this period you will receive the Payplan remuneration in proportion to your capacity for work.
  - From the month following the month in which you are reported as fully fit for work in Atrium, you will receive the full Payplan remuneration.
- 3 When determining the period during which you are unable to work, periods will be linked together, if they succeed one another without an interruption of more than 4 weeks. This also applies to periods in which you cannot work, but which lie in different calendar years.
- 4 Leave for reasons of maternity and childbirth will not be included in any calculation of the periods in which you were unable to work.

5 If you move to a different position or sales area and on termination of your employment contract, your manager will determine your Payplan remuneration in proportion to the time that you held the position or worked in the sales area concerned.

**5 Other**

If you fall under the Payplan scheme, you will not be eligible for allowances and/or supplements under the provisions made in 4.7 and 4.10 through 4.13 in chapter 4 of this Collective Agreement. The same applies to the provisions contained in the KPN Social Plan about the phasing out of the allowance for working unusual hours and the phasing of standby duty.

This provision does not apply, if you hold a sales position in the Retail group.

**6 Other obligations**

You must adhere to the guidelines that KPN has laid down for the implementation of the Payplan scheme. KPN will inform you of these guidelines.

## APPENDIX 2 (applicable until January 1, 2014)

### Collective Agreement Bonus

#### 1 Do you fall under this scheme?

These arrangements apply to you until January 1, 2014 if you are covered by the specific employment conditions stated in chapters 8.9 or 12. This means that the setting of the Collective Agreement Bonus in 2014 in relation to the year 2013 takes place on the basis of appendix 2. The provisions in those chapters and in chapters 1 through 7 apply to you, unless otherwise stated in this Appendix 2. If you fall under this Collective Agreement Bonus scheme, the Payplan scheme (Appendix 1) does not apply to you.

#### 2 Size of Collective Agreement Bonus

You may receive a Collective Agreement Bonus that will be dependent upon the following elements:

- a. bonus opportunity;
- b. achievement of collective targets expressed as a collective bonus percentage;
- c. personal modifier.

The applicable bonus percentage will be determined by multiplying the bonus opportunity by the collective bonus percentage and by the personal modifier. Your monthly salary is the base for the bonus.

Re a: bonus opportunity

Chapters 8, 9 and 12 state the percentages that you can obtain, if you have achieved the agreed targets and have received a successful job performance appraisal. Look in the chapter that applies to you.

KPN may award higher bonus opportunities to certain employees ('Special Collective Agreement Bonus'). You will find this percentage in the chapter that contains the employment conditions specifically applicable to you.

Re b: collective bonus percentage

KPN defines two collective financial targets for large groups of employees, determining at which level this is performed. This is based on either the segment level or the level just above. Any exceptions will be substantiated by KPN. KPN will discuss the collective targets with the Works Council.

KPN sets for both targets a threshold value, i.e. an 'on target' value and a maximum value. These values are expressed as a percentage as shown in the table below.

	Target 1		
Target 2	Threshold	OTP	Maximum
Maximum	75%	150%	200%
OTP	50%	100%	150%
Threshold	25%	50%	75%

There will be a collective bonus percentage of 25%, if the threshold has not been achieved for one of the two collective targets. If the threshold has not been achieved for either of the collective targets, you will not receive a Collective Agreement Bonus.

Re c: personal modifier

Your manager will lay down the personal modifier based on the result of your job performance appraisal:

excellent appraisal:	1.25
successful appraisal:	1
development needed appraisal:	0.7
unsatisfactory appraisal:	0

Your manager will set the percentage of your Collective Agreement Bonus by multiplying the bonus opportunity by the collective bonus percentage and by your personal modifier. Your Collective Agreement Bonus will then be equal to this Collective Agreement Bonus times the total of the monthly



salaries paid out to you in the calendar year concerned. The Collective Agreement Bonus is paid out in April of the year following the year in which the targets are realised.

### **3 Pension and vacation pay**

You will not accrue any pension over the Collective Agreement Bonus.

### **4 Collective Agreement Bonus in exceptional situations**

1 Are you unable to work (fully) due to sickness or another cause? If you are unable to work for 4 months or less due to sickness or another cause, you will receive the Collective Agreement Bonus which you would have received, if you had been able to work in this period.

2 If you are unable to work for more than 4 months (fully) due to sickness or another cause (even if this falls in two calendar years), you will receive:

- Over the period starting from the date you reported sick until the end of the month in which you are sick plus four calendar months you will receive the Collective Agreement Bonus you would have received, if you had been able to work in this period. However, if you report sick on the first day of a month the above does not apply and you will receive the Collective Agreement Bonus you would have received, if you had been able to work in this period plus the next three consecutive months.
- After the period specified in the previous indent, as long as you are incapacitated for work and with due observance of paragraph 3, each calendar month your average degree of incapacity will be assessed based on the absentee registration in Atrium. This will be done up to and including the month in which you are reported as fit to work in Atrium. Over this period you will receive the Collective Agreement Bonus in proportion to your capacity for work.
- From the month following the month in which you are reported fully fit for work in Atrium, you will receive the full Collective Agreement Bonus.

Based on the above the factor is determined over the 12 months of a calendar year by which the outcome of the Collective Agreement Bonus over that year, as described in article 2, is multiplied.

3 When determining the period during which you are unable to work, periods will be linked together, if they succeed one another without an interruption of more than 4 weeks. This also applies to periods in which you cannot work but which lie in different calendar years.

4 Leave for reasons of maternity and childbirth will not be included in any calculation of the periods in which you were unable to work.

5 Your manager may set the Collective Agreement Bonus over the calendar year in proportion to the time that you worked in your position. This will occur in the following situations:

- if you join the company in the calendar month;
- if you move to a different position, which means that different targets will apply and/or the bonus opportunity will change;
- if the organisation changes, as a result of which different targets apply and/or the bonus opportunity changes;
- on termination of your employment contract. You will then receive the Collective Agreement Bonus over the months that you were in the employ of KPN in the calendar year. The calculation will be made using the personal modifier linked to a 'successful' job performance appraisal, unless the job appraisal process has been completed, in which case the personal modifier is based on the job appraisal score or unless manager and employee have agreed upon the application of a different personal modifier.

### **5 Special Collective Agreement Bonus**

1 Each year KPN will assess whether the Special Collective Agreement Bonus will apply to specific employees in the following year. Subsequently, KPN will establish which employees (or group of employees) will be eligible.

2 If you fall under the special Collective Agreement Bonus, you will not qualify for the allowances and/or supplements mentioned in provisions 4.7 or 4.10 through 4.13 of Chapter 4 of this Collective Agreement. The same applies to the provisions contained in the KPN Social Plan about the phasing out of the allowance for working unusual hours and the phasing of standby duty.

## **APPENDIX 2A (applicable as of January 1, 2014)**

### **Collective Agreement Bonus**

#### **1 Do you fall under this scheme?**

These arrangements apply to you as of January 1, 2014, if you are covered by the specific employment conditions stated in chapters 8, 9 or 12. This means that the setting of the Collective Agreement Bonus in 2015 in relation to the year 2014 takes place on the basis of appendix 2A. The provisions in those chapters and in chapters 1 through 7 apply to you, unless otherwise stated in this Appendix 2A. If you fall under this Collective Agreement Bonus scheme, the Payplan scheme (Appendix 1) does not apply to you.

#### **2 Size of Collective Agreement Bonus**

You may receive a Collective Agreement Bonus that will be dependent upon the following elements:

- a. bonus opportunity;
- b. achievement of collective targets expressed as a collective bonus percentage;
- c. personal modifier.

The applicable bonus percentage will be determined by multiplying the bonus opportunity by the collective bonus percentage and by the personal modifier. Your monthly salary is the base for the bonus.

Re a: bonus opportunity

Chapters 8, 9 and 12 state the percentages that you can obtain, if you have achieved the agreed targets and have received a successful job performance appraisal. Look in the chapter that applies to you.

KPN may award higher bonus opportunities to certain employees ('Special Collective Agreement Bonus'). You will find this percentage in the chapter that contains the employment conditions specifically applicable to you.

Re b: collective bonus percentage

KPN defines a maximum of four collective targets for large groups of employees, of which at least two are financial and determines at which level this is performed. This is based on either the segment level or the level just above. Any exceptions will be substantiated by KPN. KPN will discuss the collective targets with the Works Council.

KPN sets for each target a threshold value, i.e. an 'on target' value and a maximum value. A percentage is linked to each of the three values. These percentages are shown below:

- threshold: 25%
- on target: 100%
- maximum: 200%

The result achieved per collective target determines the allocation of a percentage. At least the threshold value must be achieved and the score cannot exceed the maximum value of 200%. If the result in respect of a collective target does not correspond exactly with one of the three values to which the above percentages are linked, but lies between two of these values, the associated percentage will be calculated linearly between these two values.

The extent to which a collective target affects your Collective Agreement Bonus depends on the weighting of that target. This may differ per target. The collective bonus percentage is the weighted average of the percentages achieved in respect of each target. On TEAMKPN Online you can find a sample calculation on the basis of which this system is explained.

Re c: personal modifier

Your manager will lay down the personal modifier based on the result of your job performance appraisal:

excellent appraisal:	1.25
successful appraisal:	1
development needed appraisal:	0.7
unsatisfactory appraisal:	0

Your manager will set the percentage of your Collective Agreement Bonus by first multiplying the bonus opportunity by the collective bonus percentage and by your personal modifier. The result of this is the actual bonus percentage that will then be multiplied by the total of the monthly salaries paid out to you in the calendar year concerned. The Collective Agreement Bonus is paid out in April of the year following the year in which the targets are realised.

### **3 Pensions and vacation allowance**

You will not accrue any pension over the Collective Agreement Bonus.

### **4 CAO Bonus in exceptional situations**

1 Are you are unable to work (fully) due to sickness or another cause? If you are unable to work for 4 months or less due to sickness or another cause, you will receive the Collective Agreement Bonus which you would have received, if you had been able to work in this period.

2 If you are unable to work for more than 4 months (fully) due to sickness or another cause (even if this falls in two calendar years), you will receive:

- Over the period starting from the date you reported sick until the end of the month in which you are sick plus four calendar months you will receive the Collective Agreement Bonus you would have received, if you had been able to work in this period. However, if you report sick on the first day of a month the above does not apply and you will receive the Collective Agreement Bonus you would have received, if you had been able to work in this period plus the next three consecutive months.
- After the period specified in the previous indent, as long as you are incapacitated for work and with due observance of paragraph 3, each calendar month your average degree of incapacity will be assessed based on the absentee registration in Atrium. This will be done up to and including the month in which you are reported as fit to work in Atrium. Over this period you will receive the Collective Agreement Bonus in proportion to your capacity for work.
- From the month following the month in which you are reported fully fit for work in Atrium, you will receive the full Collective Agreement Bonus.

Based on the above the factor is determined over the 12 months of a calendar year by which the outcome of the Collective Agreement Bonus over that year, as described in article 2, is multiplied.

3 When determining the period during which you are unable to work, periods will be linked together, if they succeed one another without an interruption of more than 4 weeks. This also applies to periods in which you cannot work but which lie in different calendar years.

4 Leave for reasons of maternity and childbirth will not be included in any calculation of the periods in which you were unable to work.

5 Your manager may set the Collective Agreement Bonus over the calendar year in proportion to the time that you worked in your position. This will occur in the following situations:

- if you join the company in the calendar month;
- if you move to a different position, which means that different targets will apply and/or the bonus opportunity will change;
- if the organisation changes, as a result of which different targets apply and/or the bonus opportunity changes;
- on termination of your employment contract. You will then receive the Collective Agreement Bonus over the months that you were in the employ of KPN in the calendar year. The calculation will be made using the personal modifier linked to a 'good' job performance appraisal, unless the job appraisal process has been completed, in which case the personal modifier is based on the job appraisal score or unless manager and employee have agreed upon the application of a different personal modifier.

## **5 Special Collective Agreement Bonus**

- 1 Each year KPN will assess whether the Special Collective Agreement Bonus will apply to specific employees in the following year. Subsequently, KPN will establish which employees (or group of employees) will be eligible.
- 2 If you fall under the special Collective Agreement Bonus, you will not qualify for the allowances and/or supplements mentioned in provisions 4.7 or 4.10 through 4.13 of Chapter 4 of this Collective Agreement. The same applies to the provisions contained in the KPN Social Plan about the phasing out of the allowance for working unusual hours and the phasing of standby duty.

## APPENDIX 3

### Supplement for Collective Agreement Budget

You are entitled to a Collective Agreement Budget supplement each month. The budget equals 12.5% of your gross monthly salary.

You may use the supplement or part thereof to:

- purchase extra vacation hours. Each will cost you 1.15 times your prevailing hourly salary. If you work 40 hours (Sales, IT and Strategic Recruitment) or 37 hours (General and Retail) you can purchase up to 47 vacation hours per year. There is, however, an exception to this scheme, if at the time you wish to buy extra vacation hours you have a balance of more than 200 vacation hours. In such cases, you may only use the supplement or part of it to buy extra vacation hours, if you have your manager's permission. Your manager will give permission, if you need the extra vacation hours for a good reason. If you are a part-timer, this maximum will be set in proportion to your working hours. Subject to the approval of your manager, you can increase the number of purchasable extra vacation hours to not more than twice your working hours;
- save for a life-course scheme;
- make a deposit or extra deposit for your pension (IPS);
- procure a cycle from your gross salary;
- pay fitness fees from your gross salary;
- furniture from your gross salary, if you are participating in the New Ways of Working and, consequently, need to furnish a workplace at home;
- pay union dues from your gross salary
- 'Green driving'.

There are legal limits to what you may save for a life-course scheme and the level of a pension deposit or extra deposit that you may make. The way you spend your budget must be within these limits. This also applies to expenditure from your gross salary. These limits are often related to maximum amounts.

You can also have the Collective Agreement Budget paid out monthly.

Part of the supplement is pensionable. You accrue pension over 75% of the supplement.

## APPENDIX 4

### Regulations on leave under the life-course savings scheme (Levensloopverlof)

#### 1 Taking life-course leave during employment, other than immediately before your retirement date

- 1 You can take an uninterrupted period of life-course leave equal to the entire working hours that apply to you. This period of leave must be at least one month and at most six months. If you wish to use the life-course leave for care leave or for parental leave, you may opt in this period to take the life-course leave for part of your working hours.
- 2 You can take a period of life-course leave once every three years.
- 3 For the financing of your life-course period, you can withdraw any amount you want from your life-course balance. However, your monthly income during your life-course leave cannot exceed your monthly income immediately prior to your period of leave.
- 4 Throughout the life-course leave, you will not be entitled to any of the employment conditions under the KPN Collective Agreement, the KPN company regulations or other arrangements, individual or otherwise. This condition does not apply to risk-based partners' pensions. If you have life-course leave for part of your working hours, these entitlements to employment conditions will apply proportionately.
- 5 You must submit a written request to take life-course leave to your manager, not later than three months before the date you want the leave to start.
- 6 Your manager may reject your request on the grounds of pressing company interests. If this occurs, your manager will inform you in writing, explaining the reasons.

#### 2 Using a life-course balance for parental leave

You may use your life-course balance to finance unpaid parental leave. However, your monthly income during your life-course leave cannot exceed your monthly income immediately prior to your period of leave.

#### 3 Taking life-course leave immediately prior to your retirement date

- 1 Life-course leave in this article concerns leave taken immediately before you retire. This leave may be for all or some of your working hours.
- 2 Life-course leave for part of your working hours must be for at least one continuous month.
- 3 For the financing of your life-course period, you can withdraw any amount you want from your life-course balance. However, your monthly income during your life-course leave cannot exceed your monthly income immediately prior to your period of leave.
- 4 Throughout the life-course leave, you will not be entitled to any of the employment conditions under the KPN Collective Agreement, the KPN company regulations or other arrangements, individual or otherwise. This condition does not apply to risk-based partners' pensions. If you have life-course leave for part of your working hours, these entitlements to employment conditions will apply proportionately.
- 5 You must submit a written request to take life-course leave to your manager, not later than six months before the date you want the leave to start.

#### 4 Converting your life-course balance to pension

You may use your life-course balance that you do not take up for life-course leave to make an extra deposit for your pension. This is only possible immediately prior to your retirement date. Another condition is that this extra deposit must not lead to an excessive entitlement within the meaning of the 1964 Payroll Tax Act.

## **APPENDIX 5**

### **Flexitime scheme**

#### **1 Reason for Flexitime**

Flexitime gives you an opportunity to determine your own average working hours per week. If you fall under IT (Chapter 9), Sales (Chapter 11) or Strategic Recruitment (Chapter 12), you can reduce your average weekly working hours to 36, 37, 38 or 39 hours. If your position is in one of the other groups (General or Retail), you can opt to work shorter (an average of 36 hours per week) or to work longer (an average of 38, 39 or 40 hours per week). To work longer or shorter under these arrangements you need the permission of your manager. Your manager may refuse permission to work longer only, if there is an insufficient volume of work. He is required to give you the reasons for such a refusal.

#### **2 Participation in this scheme**

You can enroll for Flexitime once per year in Atrium. The choice you make will apply throughout the calendar year. Interim changes are not possible, unless you move to a different position with different average weekly working hours. In other words from a position with 37 hours to one with 40 hours, or vice versa.

If you join KPN in the course of the calendar year, on the first day of a calendar month, you will be able to participate in Flexitime as of that day. If you join the company on a different day of the month, you can participate in Flexitime from the first day of the next month.

#### **3 Flexitime allowance if you work extra hours**

You receive any extra Flexitime hours that you have worked as an allowance each month. This allowance will amount to 2.9% of your monthly salary for each hour worked extra. You accrue pension over this allowance.

#### **4 Adjustment of monthly salary, if you work fewer hours**

If you wish to work fewer than the normal working hours of 37 or 40 hours per week, your monthly salary will be reduced proportionately. For example: you normally work 40 hours but under Flexitime wish to work an average of 37 hours per week. Your monthly salary will then be 37/40th part of the monthly salary applicable to an average working week of 40 hours.

#### **5 Continued payment of allowance during incapacity for work**

If you opted for Flexitime but fall sick, the rules stated in Chapter 5 of this Collective Agreement will apply with regard to continued payment of the Flexitime allowance.

#### **6 Part-time workers**

Part-timers cannot participate in the scheme, but if you are a part-timer and wish to increase or reduce your working hours, you may submit a request to your manager under the provisions of the Working Hours (Adjustment) Act. If you do this you will be subject to the rules contained in that act.

## APPENDIX 6

### Pre-pension transitional provisions for employees born before January 1, 1950

Benefits based on the transitional pre-pension provisions are not subject to the Pension and Savings Funds Act and entitlements may only be derived during a period equal to the term of this Collective Agreement.

#### 1 Extra pension accrual

Employees who:

- were born before January 1, 1950; and
- were employed by the employer on March 31, 2000; and
- had been employed by the employer without interruption from April 1, 2000 until the pension commencement date referred to in the pension scheme rules and regulations of the KPN Pension Fund;

shall be granted a half pension accrual for 3 years of participation on the pension commencement date, insofar as the maximum participation period of 40 years is not exceeded.

#### 2 Pension supplement

1 Employees who:

- were born before January 1, 1950; and
- were employed by the employer on March 31, 2000; and
- had been employed by the employer without interruption from April 1, 2000 until the pension commencement date referred to in the pension scheme rules and regulations of the KPN Pension Fund;

shall be entitled to a supplement to their old-age pension from the pension's commencement date.

2 The old-age pension shall be supplemented for the employees referred to in paragraph 1 to raise it to 80% of the basis for supplements.

3 The average fixed and variable pensionable salary less the portion in excess of the normative salary (including vacation pay) that the employee received in the period from April 1, 2000 until the pension commencement date referred to in the pension scheme rules and regulations of the KPN Pension Fund shall be adopted as the basis for the supplement referred to in paragraph 2. General salary adjustments in that period shall be taken into account. For an employee who uses this scheme on or after January 1, 2009, the supplement base shall be increased by 8% because from that date employees covered by the prevailing KPN Collective Agreement will stop receiving vacation allowance.

4 The calculation of the old-age pension referred to in paragraph 1 shall be based on the assumption that the employee has opted for the maximum conversion of the old-age pension into a partner's pension. An increase in the old-age pension on the basis of any balance in individual pension savings (IPS balance) is not taken into account. The choice of an old-age pension that changes in size shall also not affect the pension supplement. If the provisions of article 19 of the pension scheme rules and regulations of the KPN Pension Fund have been applied in a divorce or upon the termination of cohabitation, this calculation shall be made as if the divorce or termination of cohabitation had not taken place.

5 The percentage referred to in paragraph 2 shall be reduced by one tenth for each full year that the period of employment with the employer was shorter than 10 years, in the case of employees who have not had an uninterrupted period of employment with the employer of at least 10 years immediately preceding the pension commencement date.

6 If the pension commencement date referred to in article 87, paragraph 1 of the 2006-2007 KPN Collective Agreement (valid until December 31, 2007), in respect of flexible retirement, is brought forward, the pension supplement shall be reduced using the rates and percentages shown in Appendix 3 of the pension scheme rules and regulations of the KPN Pension Fund.

7 The supplement to the pension benefit shall end on the last day of the month preceding that in which the employee reaches the age of 65 or on the last day of the month in which the employee dies.



### 3 Supplementary pre-pension benefit

- 1 Employees who:
- were born before January 1, 1950; and
  - were employed by the employer on March 31, 1996; and
  - had been employed without interruption by the employer from March 31, 1996 until the pension commencement date referred to in the pension scheme rules and regulations of the KPN Pension Fund; and
  - had been a participant in the Pre-pension Savings scheme (PPS scheme) before February 1, 1997;
- shall qualify for a supplementary pre-pension benefit to be determined once only, provided the pension commencement date occurs before the employee concerned reaches the age of 62.
- 2 The supplementary pre-pension benefit depends on the employee's age on March 31, 1996 and on the chosen savings objective according to the situation on January 1, 2000 and is expressed as a percentage of the benefit basis calculated on an annual basis according to the following supplementary pre-pension benefit table:

**Table supplementary pre-pension benefit**

Age on March 31, 1996	Supplementary pre-pension benefit as percentage of the benefit basis for different savings objectives (according to the situation on January 1, 2000)			
	savings objective 80%	savings objective 60%	savings objective 40%	savings objective 20%
46 years	40.00%	30.00%	20.00%	10.00%
47 years	43.00%	32.25%	21.50%	10.75%
48 years	45.00%	33.75%	22.50%	11.25%
49 years	48.00%	36.00%	24.00%	12.00%
50 years	50.00%	37.50%	25.00%	12.50%
51 years	53.00%	39.75%	26.50%	13.25%
52 years	55.00%	41.25%	27.50%	13.75%
53 years	57.00%	42.75%	28.50%	14.25%
54 years	60.00%	45.00%	30.00%	15.00%

- 3 The last monthly salary earned, less the part in excess of the normative salary (including vacation pay) for the agreed working week shall be adopted as the benefit basis referred to in paragraph 2. In the case of participants who received payment for additional hours in the 12 months immediately preceding the pension commencement date, the benefit basis shall be increased by the average number of paid additional hours per month in that period, multiplied by the most recently earned salary per hour (including vacation pay). For an employee who uses this scheme on or after January 1, 2009, the supplement base shall be increased by 8% because from that date employees covered by the prevailing KPN Collective Agreement will stop receiving vacation allowance.
- 4 The percentage referred to in paragraph 2 shall be reduced by one tenth for each full year that the period of employment with the employer was shorter than 10 years, in the case of employees who have not had an uninterrupted period of employment with the employer of at least 10 years immediately preceding the pension commencement date.
- 5 The supplementary pre-pension benefit determined in accordance with paragraphs 2 to 4 shall be converted to and paid as a monthly payment. The first monthly payment shall be made in the month in which the employee receives pension benefit on the grounds of the pension scheme rules and regulations of the KPN Pension Fund.  
The size of the monthly payment is calculated by evenly spreading the determined amount of the supplementary pre-pension benefit over the number of months from the pension commencement date to the month preceding the month in which the employee reaches the age of 65.  
The benefit payments shall end on the last day of the month preceding that in which the employee reaches the age of 65 or on the last day of the month in which the employee dies.

- 6 The monthly supplement on the grounds of the pension supplement referred to in article 2, paragraph 2, and the supplementary pre-pension benefit referred to in paragraph 5 of this article, shall be paid insofar as these benefits together with the pension benefit based on the pension scheme rules and regulations of the KPN Pension Fund do not exceed 80% of the basis for supplements referred to in article 2.
- 7 The supplementary pre-pension benefit may only be used for the period between a pension commencement date before the age of 62 and the first of the month in which the employee reaches the age of 65.

## APPENDIX 7

### Transitional provisions for loss of prospect of pre-pension for employees born on or after January 1, 1950

#### 1 Applicability

This scheme applies to employees born on or after January 1, 1950 and for whom the prospect of the transitional pre-pension provisions, as included in the Collective Agreement that applied on December 31, 2005, has ceased to apply. These employees shall be compensated for this in the manner indicated in Article 2.

#### 2 Compensation

An employee shall receive compensation for the loss of the prospect of pre-pension provisions by conditionally being awarded an extra entitlement to pension within the meaning of the 2004 Social Accord Implementation Decree on Pension Matters ('soft pension'). Actual granting and funding takes place on the pension commencement date. The claim to the conditional entitlement ceases to apply, if the employment is terminated before the 'departure date'. The size of the conditional pension shall be determined once only on December 31, 2005 and based on an age of departure and benefit percentage according to the table below.

Year of birth	Age of departure	Benefit until the age of 65 as a percentage of the basis for supplements as of December 31, 2005, as referred to in Appendix 8, article 2, of the 2004/2005 KPN Collective Agreement (valid on December 31, 2005)
1950	62 years	75%
1951	62 years and 2 months	75%
1952	62 years and 4 months	75%
1953	62 years and 6 months	75%
1954	62 years and 8 months	75%
1955	62 years and 10 months	74%
1956	63 years	73%
1957	63 years and 2 months	72%
1958	63 years and 4 months	71%
1959	63 years and 6 months	70%

#### 3 Funding

The following shall be taken into account in the calculation of the conditional pension entitlement:

- the employee's pension entitlements before the age of 65 that were accrued between April 1, 2000 and January 1, 2006. These entitlements are increased actuarially and paid out from the expected departure age until 65 years;
- the employee's higher pension accrual after the age of 65 until the age of departure, in comparison with the accrual under the pension scheme that applied for the employee until January 1, 2006;
- half pension accrual during the period from the age of departure until the age of 65 (up to no more than 40 years of participation);
- an allocation with 2% interest accrued by the employer of 1.5% of the employee's salary into the life-course savings account over the period from January 1, 2006 until the age of departure.

If the tax scope for this conditional pension entitlement is insufficient, the employee shall be granted an extra employer's contribution for life-course savings, so that the compensation described above together with the conditional pension commitment can be achieved, If the employee has received the notification referred to in provision 2.2 of the 2012 KPN Social Plan or the corresponding article in the

2013-2015 KPN Social Plan and the employment contract is terminated for these reasons, the additional deposits the employer made payable to the employee concerned under the life-course scheme during the employment for the purpose of departure based on the content of this Appendix shall be deducted from the payments referred to in the provisions 3.2 to 3.7 (inclusive) of the 2012 KPN Social Plan or the payments under the 2013-2015 KPN Social Plan, irrespective if the employee has or has not transferred these to a life-course account.

#### **4 Supplementary pre-pension benefit**

If the employee had the prospect of a supplementary pre-pension benefit, as referred to in article 3 of Appendix 8 of Collective Agreement 2004/2005, it shall be added to the benefit indicated in the table above.

#### **5 Actual departure date and actual size of benefit**

Employees can choose a departure date that precedes their retirement age. Employees who choose an age of departure as indicated in Article 2 shall have a benefit level as stated in Article 2, based on the adopted starting points, from the age of departure until the age of 65. However, the actual benefit shall be determined on the basis of the actual return on the life-course savings account and the extent to which the (conditional) pension entitlements are indexed.

#### **6 Conditional pension entitlement adjustment**

The conditional pension entitlement referred to in article 2 is adjusted in accordance with the adjustment of the pension entitlements referred to in the KPN Pension Fund rules and regulations.

#### **7 Other provisions**

An increase in the old-age pension on the basis of any balance in individual pension savings (IPS balance) is not taken into account. If the provisions of article 18 of the pension scheme rules and regulations of the KPN Pension Fund have been applied in a divorce or upon the termination of cohabitation, this calculation shall be made as if the divorce or termination of cohabitation had not taken place.

#### **8 Group healthcare insurance**

Participants in the transitional arrangement can continue to participate in the group contract for health insurance taken out by the employer.

## **APPENDIX 8**

### **Voluntary early retirement scheme (VUT)**

Rights may only be derived from this scheme during a period equal to term of this Collective Agreement.

#### **1 Conditions for participation**

The voluntary early retirement scheme applies to employees who were employed by the employer on March 31, 1996 and who:

- were born before April 1, 1941 or born on or after April 1, 1941 but before January 1, 1950 and had been employed by the employer for 25 years or more on April 1, 1996; and
- were employed by the employer from March 31, 1996 until the voluntary early retirement date.

At the end of their employment contract with the employer, employees aged 61 or older or employees who have been employed by the employer for at least 40 years, shall be entitled to voluntary early retirement benefit, if they have worked without interruption for the employer for at least 10 years immediately preceding the date on which the employment contract ends.

In consultation with the employer, employees who are entitled to make use of the voluntary early retirement scheme may decide to partially continue to work and partially make use of the voluntary early retirement scheme. Employees shall be considered part-time employees for the part of the working week that they continue to work.

Employees who wish to make use of the voluntary early retirement scheme must submit a written request to the employer no later than three months before the desired commencement date. The employment contract's termination on the grounds of the voluntary early retirement scheme takes place voluntarily.

Employees who are unable to do the stipulated work for their full working week on account of sickness and/or incapacity to work may make use of the voluntary early retirement scheme in respect of the percentage of the working week for which they are still fit for work. The percentage of capacity for work shall be assessed upon commencement of the voluntary early retirement benefit. The early retirement benefit shall be revised in the event of a subsequent change in the percentage of incapacity.

Employees who are entitled to benefit pursuant to the Unemployment Insurance Act (WW), Older and Partially Disabled Unemployed Workers Income Scheme Act (IOAW), Supplementary Benefits Act (TW) or a severance package or suspension scheme, may make use of the voluntary early retirement scheme for the percentage of the working week that they still work. The determining factor is the percentage of the working week that they work upon commencement of the voluntary early retirement benefit.

Participation in the voluntary early retirement scheme is only possible, if all the employee's vacation hours have been taken.

#### **2 Period of service**

Period of service means the duration of the employment contract with the employer. In the case of employees who were employed by the state-owned company on the last day of the month prior to the transfer date, either as a public servant or on the basis of an employment contract according to civil law, the period of service that would be counted with the state-owned company shall be taken into account for obtaining voluntary early retirement benefit.

#### **3 Voluntary early retirement benefit**

The voluntary early retirement (VUT) benefit commences on the first day of the month following that in which the employment contract has been terminated.

The benefit basis shall be the salary less the part in excess of the normative salary (including vacation pay) that the participant earned as an employee in the last full month of the employment contract with the employer. Increasing the normal working hours per May 1, 2008 to an average of 40 hours per week for those employees placed in the IT group or in the Sales group, will be excluded, when the salary in the last full month is determined. The effect of increasing the normal working hours for those employees may be noticeable in the emoluments pension.

The monthly benefit shall be 80% of the benefit basis. For an employee who uses this scheme on or after January 1, 2009, the benefit base shall be increased by 8% because from that date employees covered by the prevailing KPN Collective Agreement will stop receiving vacation allowance.

In the case of participants who received payment for additional hours in the 12 months immediately preceding the start of the benefit, the benefit basis shall be increased by the average number of paid additional hours in that period, multiplied by the most recently earned salary per hour (including vacation pay).

In the case of participants who receive a relocation allowance pursuant to the article in the KPN Social Plan relating to redeployment in a job with a lower scale, the benefit basis shall be increased by this allowance.

As the case arises, a sum corresponding to the part of the old-age pension that the KPN Pension Fund calculates as an emoluments pension on the date of voluntary early retirement shall be added to the monthly early retirement benefit.

The emoluments pension is composed of:

- the emoluments pension accrued up to April 1, 2000; plus
- the old-age pension accrued from April 1, 2000 on the sum of the variable pensionable salary plus the part of the salary in excess of the normative salary in the scale, the special allowance and the job contract allowance, and plus the vacation pay relating to that sum.

In the case of participants who make partial use of the voluntary early retirement scheme, an emoluments pension sum shall be added to the monthly benefit in proportion to the reduction in the length of the working week based on the employment contract.

The early retirement benefit shall be adjusted in accordance with general increases in salaries, as made by the employer during the term of the voluntary early retirement benefit payments. The early retirement benefit shall be increased by 1.4% as of June 1, 2013. In relation to the months June through September the increase will be granted and paid no later than September 2013.

The amount added to the early retirement benefit that corresponds to that part of the retirement pension which, on the date of early retirement, will be calculated as an emolument pension for the participant shall be adjusted in accordance with the other pension entitlements referred to in the KPN Pension Fund rules and regulations.

Participants who also qualify during the voluntary early retirement (benefit for benefit payments pursuant to the Sickness Benefits Act or Disability Insurance Act/Work and Income (Capacity for Work) Act) are obliged to notify the employer to that effect. In that case, the employer shall deduct from the voluntary early retirement benefit the benefit payment due under the Sickness Benefits Act or Disability Insurance Act/Work and Income (Capacity for Work) Act, the (supplementary) disability pension and the extra relocation supplement. Participants are also obliged to notify the employer of any change in benefits due under the Sickness Benefits Act or Disability Insurance Act/Work and Income (Capacity for Work) Act.

Participants are obliged to notify the employer of any newly acquired income from work performed elsewhere. The employer shall deduct any such income from the voluntary early retirement benefit.

The voluntary early retirement benefit shall end on the last day of the month:

- preceding the month in which the participant reaches the age of 65;
- in which the participant dies.

#### **4 Voluntary early retirement premiums**

Employees born on or after April 1, 1941 but before January 1, 1950 and who had worked for the employer for 25 years or more on April 1, 1996 owe the employer a voluntary early retirement premium of 1.64%. The voluntary early retirement premium is calculated on the salary up to the normative salary, vacation pay and any transfer/placement allowance, and on any additional hours paid. The premium shall be deducted monthly from the salary.

The voluntary early retirement premium is owed until the end of the employment contract with the employer. If the employment contract is terminated on the grounds of the voluntary early retirement scheme, the voluntary early retirement premium is owed until the first day of the month following that in which the employee reaches the age of 61. In that case, the voluntary early retirement premium is calculated on the voluntary early retirement benefit referred to in article 8, paragraphs 1 and 2.

#### **5 Deductions**

The employer shall make the necessary deductions from the voluntary early retirement benefit, on the understanding that the employee's contribution towards the costs of the pension scheme, as referred to in the applicable Collective Agreement, shall be halved. The contribution is derived from the most recent monthly salary earned, including vacation pay and from the average number of paid additional hours over the 12 months immediately preceding the month in which the voluntary early retirement benefit commences.

#### **6 Pension fund participation**

In the case of participants who are participants in the KPN Pension Fund pension scheme on the day before their voluntary early retirement, participation pursuant to the pension scheme rules and regulations of the KPN Pension Fund shall continue. Half of the period in which voluntary early retirement benefits are paid shall count as participation time, insofar as the maximum participation period of 40 years is not exceeded.

Participants who make partial use of the voluntary early retirement scheme shall accrue the full pension on the voluntary early retirement part, insofar as the maximum participation period of 40 years is not exceeded.

#### **7 Other provisions**

##### **Group healthcare insurance**

Participants in the voluntary early retirement scheme can continue to participate in the group contract for health insurance taken out by the employer.

Participants who made use of the voluntary early retirement scheme before December 31, 2005 and who were privately insured at the time shall receive annual compensation of EUR 900 gross from the employer, until they reach the pensionable age, for the payment of the income-dependent healthcare premium.

##### **Benefit payable on the death of the insured**

In the event of the participant dying before reaching the pensionable age, the voluntary early retirement benefit shall end on the last day of the month in which the participant died. The surviving relatives shall receive a lump-sum benefit payment of three times the most recent monthly voluntary early retirement benefit received.

##### **Checks**

The employer may conduct checks of the observance of the conditions that apply to this scheme.

##### **Implementation**

TKP Pensioen B.V. shall apply and implement this scheme. With regard to all matters not covered by the provisions of law or this scheme, the managing board of the pension fund shall decide on the employer's behalf.

**Complaints procedure**

Participants who have a complaint about their treatment by TKP Pensioen B.V. on behalf of the employer may submit their complaint to the employer. The Complaints Procedure corporate rules are similarly applicable.



## APPENDIX 9

### Transitional provisions for loss of prospect of early retirement for employees born on or after 1 January 1950

#### 1 Applicability

This scheme applies to employees born on or after January 1, 1950 and for whom the prospect of the voluntary early retirement transitional provisions, as included in the Collective Agreement that applied on December 31, 2005, has ceased to apply.

These employees shall be compensated for this in the manner indicated in Article 2.

#### 2 Compensation

The employee shall be compensated for the loss of the prospect of voluntary early retirement. The starting point for the compensation is a benefit of 75% of the employee's monthly salary, plus the accrued emoluments pension up to January 1, 2006 from the date on which the employee had had a prospect of early retirement (the 'departure date'), on the grounds of the Collective Agreement of December 31, 2005 that applied to the employee concerned.

The compensation shall be materialised by means of:

- the employee's higher pension accrual after the age of 65 from January 1, 2006, in comparison with the accrual under the pension scheme that applied for the employee until January 1, 2006;
- conditional granting of an extra pension entitlement, as referred to in the 2004 Social Accord Implementation Decree on Pension Aspects ('soft pension'). The size of the conditional pension shall be determined once only on December 31, 2005. Awarding and financing shall occur at the pension commencement date, but in all instances not later than on January 1, 2021. The claim to the conditional entitlement ceases to apply, if the employment is terminated before the 'departure date'.
- If the tax scope for this provisional pension entitlement is insufficient, the employee shall be granted an extra employer's contribution for life-course savings, so that the aforementioned indicated compensation together with the conditional pension commitment can be achieved. The extra employer's contribution shall be granted for the period from January 1, 2006 until the 'age of departure'. The starting point for determining the size of this is a return on the life-course savings account of 2%. The size of the contribution shall be determined once only on December 31, 2005.
- If the conditional pension entitlement that is granted together with the extra employer's contribution for life-course savings is insufficient for departure on the 'departure date', the employee shall be offered the opportunity to take paid leave for the missing period at 75% of the most recent monthly salary plus the emoluments pension. The payment of 75% of the last-earned monthly salary will be increased by 1.4 percent as at June 1, 2013, if the employee involved took the paid leave referred to here on June 1, 2013. In relation to the months June through September the increase will be granted and paid no later than in September 2013. Increasing the normal working hours per May 1, 2008 to an average of 40 hours per week for those employees placed in the IT group or in the Sales group, will be excluded, when the salary in the last full month is determined. The effect of increasing the normal working hours for those employees may be noticeable in the emoluments pension. In the case of participants who received payment for additional hours in the 12 months immediately preceding the month in which the paid leave commences, the benefit in the period of paid leave shall be increased by the average number of paid additional hours in that period, multiplied by 75% of the salary per hour (including vacation pay) that applies to the participant concerned. For an employee who makes use of this scheme on or after January 1, 2009, the income determined in this way during the period of paid leave shall be increased by 8% because from that date employees covered by the prevailing KPN Collective Agreement will stop receiving vacation allowance. The vacation entitlements the employee accrues during the period of paid leave shall be considered to have been taken during this period. These accrued entitlements shall not be paid out upon the termination of the employment contract.

For the purposes of this article, monthly salary also includes placement allowance and/or relocation allowance and the vacation pay on the salary and allowance(s).

If the employee has received the notification referred to in provision 2.2 of the 2012 KPN Social Plan or the corresponding article in the 2013-2015 KPN Social Plan and the employment contract is terminated for these reasons, the additional deposits the employer made payable to the employee concerned under the life-course scheme during the employment for the purpose of departure based on the content of this Appendix shall be deducted from the payments referred to in the provisions 3.2 to 3.7 (inclusive) of the 2012 KPN Social Plan or the payments under the 2013-2015 KPN Social Plan, irrespective if the employee has or has not transferred these to a life-course account.

### **3 Actual benefit size**

The starting point for determining the compensation on the grounds of article 2 is a benefit level of 75% plus the emoluments pension. However, the actual benefit shall depend on the extent to which the (conditional) pension entitlements are indexed and the actual return on the life-course savings account. In the case of employees who make use of paid leave before leaving at the 'age of departure', the benefit during the paid leave shall be 75% of the employee's monthly salary plus the emoluments pension.

### **4 Conditional pension entitlement adjustment**

The conditional pension entitlement referred to in article 2 is adjusted in accordance with the adjustment of the pension entitlements referred to in the KPN Pension Fund rules and regulations.

### **5 Other provisions**

An increase in the old-age pension on the basis of any balance in individual pension savings (IPS balance) is not taken into account. If the provisions of article 18 of the pension scheme rules and regulations of the KPN Pension Fund have been applied in a divorce or upon the termination of cohabitation, this calculation shall be made as if the divorce or termination of cohabitation had not taken place.

### **6 Premium contribution**

Employees are obliged to pay a premium of 1.64% of their monthly salary up to the departure date. The premium contribution is calculated on the salary up to the normative salary, vacation pay and any relocation allowance/placement allowance. The premium contribution shall be deducted monthly from the salary.

### **7 Pension fund participation**

In the case of participants who are participants in the KPN Pension Fund pension scheme on the day before their departure, participation pursuant to the pension scheme rules and regulations of the KPN Pension Fund shall continue. Half the period of paid leave and life-course leave shall count as participation time, insofar as the maximum participation period of 40 years is not exceeded.

### **8 Group healthcare insurance**

Participants in the transitional arrangement can continue to participate in the group contract for health insurance taken out by the employer.

**APPENDICES APPLICABLE SPECIFICALLY TO KPN CONTACT**

## APPENDIX 10

### Transitional provisions

#### A. Agreements concerning OVR1 and OVR2 (2003 Transitional provisions SNT Collective Agreement, amended as of January 1, 2007 and July 1, 2008)

##### Article 1 Origin and elements of OVR1 and OVR2

OVR1 provides for the "Transitional agreements in the context of the start of the KPN Call center company, for KPN employees who are covered by the KPN Collective Agreement and who transferred to the KPN Call center company dated April 7, 1999" and "Transitional measures for employees of the Business telephone post (hereafter referred to as: BTP) dated October 1, 2001". These agreements and measures were given substance upon the establishment of the 2003 SNT Collective Agreement, under the name OVR1, by means of a personal gross allowance and schemes that are temporarily in place.

OVR2 provides for the transition from the employment conditions in effect on December 31, 2002 (SNT indirect, SNT Collective Agreement direct, KPN Collective Agreement, KCC Collective Agreement) to the 2003 SNT Collective Agreement. OVR2 consists of two personal gross allowances, schemes that have since been bought off and schemes that are temporarily in place.

##### Article 2 OVR1 personal gross allowance

1. The OVR1 personal gross allowance is part of the monthly income as defined in this Collective Agreement and as such is a basis for pension, vacation allowance actually accrued until January 1, 2012 and benefits while incapacitated for work. The OVR1 supplement will be increased by 8%, once only, as of January 1, 2012 as a result of the introduction of the Collective Agreement Budget supplement at KPN Contact.
2. The OVR1 allowance depends on the choice made by the employee, either a fixed amount determined on December 31, 2004 that expires on December 31, 2006 (or on September 30, 2008 for BTP employees), or an amount phased out over time, whereby 11.11% of the value determined on December 31, 2004 is reduced every six calendar months from January 1, 2005 to January 1, 2009 (or from October 1, 2006 to October 1, 2010 for BTP employees) (the "soft landing").
3. If the employee accepts a higher level position, the temporary allowance is replaced to the extent possible with salary.
4. The OVR1 allowance is nominal as of January 1, 2010. That is to say, it does not change in response to salary increases from this moment.

##### Article 3 OVR2 personal gross allowance

The OVR2 personal gross allowance comes in two forms:

1. OVR2 salary; OVR2 salary is part of the monthly income as defined in this Collective Agreement and as such is a basis for pension, vacation allowance actually accrued until January 1, 2012 and benefits while incapacitated for work. The OVR2 supplement will be increased by 8%, once only, as of January 1, 2012 as a result of the introduction of the Collective Agreement Budget supplement at KPN Contact.
2. OVR2 pension; OVR2 pension is not part of the monthly income as defined in this Collective Agreement.
3. If the employee has not yet reached the maximum of his salary range, an individual salary adjustment may be granted in line with the appraisal system and adjustment table of this Collective Agreement. In that case, the OVR2 personal gross allowance will be replaced to the extent possible with salary.
4. If the employee accepts a higher level position, the allowance is replaced to the extent possible with salary.
5. For employees who have a relative salary position (RSP) of higher than 100% as the result of placement in the salary table of the 2003 SNT Collective Agreement, an appraisal of "standard / good" results in a salary adjustment of 0%, in deviation from the provisions of Article 39.
6. The OVR2 salary allowance is nominal as of January 1, 2010. That is to say, it does not change in response to salary increases from this moment.

**Article 4      Application of general salary increase for employees with a OVR1 allowance and/or OVR2 allowance**

Expired as of January 1, 2010

**Article 5      Level of the work**

During the term of the Collective Agreement the parties will make further agreements in order to ensure that the level of the work performed is in line with the individual monthly salary that applies plus the OVR1 personal gross allowance and/or the OVR2 personal gross allowance.

**Article 6      Hourly wage guarantee scheme**

A so-called "2002 guaranteed hourly wage" has been determined for every employee in service on December 31, 2002, based on the gross salary and gross hourly wage definition in the employment conditions regime in effect for him on December 31, 2002. If the "gross hourly wage", based on the salary table and hourly wage definition of the Collective Agreement, deviates in a negative sense from the 2002 gross guaranteed hourly wage, the "2002 gross guaranteed hourly wage" applies for the following hourly wage-based remuneration elements: additional work supplement, overtime supplement, working times supplement and hourly value of vacation hours. As soon as the new gross hourly wage exceeds the 2002 guaranteed hourly wage, the new, higher gross hourly wage applies.

**Article 7      Schemes temporarily in place**

For BTP employees who were entitled to the following schemes on December 31, 2002, these will be kept in place until September 30, 2008.

**For OVR1:**

• "Perceptive Mental Workload" Scheme

For employees for whom agreements in relation to a reduction of working hours still apply in this context, these agreements will be continued until the end of the term of the OVR1. These agreements expire after this point.

• Company Product Reimbursement Scheme

The employee receives a contribution towards the expenses related to the use of the company products at consumer rates of € 4.50 net for every month in which the employee was in the company's employ in the calendar year. For OVR1, the contribution is paid out once per year in the month of November.

• Special leave

1. The employee is granted leave with continued payment of monthly income for the following events:

- a) If the employee gets married: 4 days;
- b) - Upon the death of the employee's spouse, parent, stepparent, father or mother-in-law, child, stepchild or son or daughter-in-law: 4 days;  
- Upon the death of relatives by blood or affinity in the second degree: 2 days;  
- Upon the death of relatives by blood or affinity in the third or fourth degree, at most one day of leave may be granted;  
- If the employee is in charge of arranging the funeral or administering the estate or both, leave of at most 4 days is granted;
- c) Upon the employee's 25th and 40th wedding anniversary, upon the employee's parents', stepparents', in-laws', child's or stepchild's 25th, 40th, 50th and 60th wedding anniversary and upon the employee's, employee's spouse's, employee's parent's, employee's stepparent's, employee's mother or father-in-law's, employee's child's or step-child's 25th, 40th and 50th anniversary with the company: one day;
- d) In order to search for a home in the event of transfer: at most 2 days;
  - In the event of a move after being transferred: 2 days;
  - In the event of a move other than after being transferred: once in a calendar year and at most 2 days;
- e) In order to satisfy a statutory obligation: the time needed to do so, as long as this cannot take place in the employee's free time and it is impossible to adjust the employee's working hours. In this case the monthly income will continue to be paid with deduction of any compensation that can be obtained from third parties for these activities.

2. Depending on the concrete situation, the employer may grant the employee special leave with continued payment of the monthly income, if and as long as no other care can be arranged for sick children, a sick spouse or sick parents. The employer will make agreements with the employee on the duration and scope of the leave, whereby the employee is expected to be willing to use vacation and any other restitution in time for the time off.
3. The employer can also grant leave with or without continued payment of monthly income, at the employee's request and under certain conditions, if necessary, in the cases that make this necessary.
4. For the purposes of this article, the person with whom the unmarried employee cohabits as life partner is equated with the employee's spouse. This is only the case, if the employee has informed the employer in writing of this cohabitation.
5. For the purposes of this article, "official notice of an intended marriage" is also understood to include the official notice of a registered partnership as referred to in Section 1:80a, paragraph 6 of the Dutch Civil Code. For the purposes of this article, "marriage" is also understood to include the registration of a partnership as referred to in Section 1:80a, paragraph 5 of the Dutch Civil Code.

**For OVR1 and OVR2:**

- Age-related hours

1. The basic vacation (see Article 29) is increased by 16 hours for the full-time employee who has not yet reached the age of 19 in the particular calendar year.
2. Depending on the age reached by the employee in the particular calendar year, the basic vacation (see Article 29) is increased for the full-time employee in accordance with the table below:

Age	Increase
35 to 44 years	8 hours
45 to 49 years	16 hours
50 to 54 years	24 hours
55 to 59 years	39 hours
60 years or older	47 hours

3. In deviation from what is stated in paragraphs 1 and 2, the table below applies to the full-time employee who was covered by the KCC Collective Agreement on December 31, 2002:

Age	Increase
45 to 49 years	8 hours
50 to 54 years	16 hours
55 years or older	24 hours

The entitlement held by an employee on December 31, 2006 arising from the age-related hours scheme in this appendix is frozen as of January 1, 2007. For BTP employees, the entitlement held by an employee on September 30, 2008 is frozen as of October 1, 2008.

- Age-aware personnel policy

1. The employee who is 60 years or older and who performs no paid ancillary work can, if desired, be eligible for a half-hour reduction of working time per day with retention of his monthly salary. For employees aged 63 or older, this reduction is one hour. If organisational reasons make it impossible to grant the reduction each day, alternative compensation in free time may be arranged.
2. The reduction stated in paragraph 1 applies both for the employee with a standard employment contract and for the part-time employee who works the same number of hours per day as an employee with a standard employment contract.

- Reduction in working hours for older employees

1. An employee who:
  - a) is 55 years or older, has a standard employment contract and performs no paid ancillary work, can, if desired, be eligible for a one-day reduction in the working hours per week, resulting in an average of 32 hours, making him a part-time employee.

- b) is 58 years or older, has a standard employment contract and performs no paid ancillary work, can, if desired, be eligible for a two-day reduction in the working hours per week, resulting in an average of 24 hours, making him a part-time employee.
2. If and insofar as the employee makes use of the working hours reduction as referred to in paragraph 1 of this article, the accrual of pension and early retirement entitlements is continued as if he were still a full-time employee. The employee's contribution to participation in the pension scheme and the early retirement premium are, in that case, also calculated as if the employee were still a full-time employee.

**B. Article 8 Transitional provisions for pension (Transitional provisions SNT Collective Agreement 2003)**

1. Employees who were covered by the KPN Pension Fund on the basis of the KPN Pension Scheme until July 1, 2004 are subject to the SNT Pension Scheme from July 1, 2004, whereby the following transitional measures apply:
- Old-age pension from the age of 62.
  - An offset of €12,500 for a full-time employee.
  - A dependent's pension based on risk insurance.
  - Premium allocation of 67% employer contribution and 33% employee contribution.
  - Insurance of ANW gap, WAO gap, WAO surplus benefit, also at the employee's expense. The employee may waive certain insurances.
2. The transitional arrangements for pre-pension, VUT (voluntary early retirement) and FLO (job-related early retirement) have been entered into for the term of this Collective Agreement. Leaving aside any drastic changes to legislation and regulation in a broad sense, the parties will hold talks at the expiration of the term of the Collective Agreement in order to endeavour to extend the pre-pension, VUT (voluntary early retirement) and FLO (job-related early retirement) transitional arrangements.

**C. Article 9 Transitional provision for phase-out arrangements for working at unusual hours (Tot.)**

For employees who were entitled to phase-out arrangements for working at unusual hours (Tot.) on or after December 31, 2002 and who still receive this phase-out arrangement, this scheme will remain in place until December 31, 2006 in line with Article 93 of the 2003-2004 Collective Agreement .

**D. New transitional provisions (Transitional provisions SNT Collective Agreement)**

**Article 10 Commutation arrangement for working times supplement/ Tot.**

1. This commutation arrangement is in effect for the period from the implementation date (expected January 1, 2005) of the quarterly hour standard and the corresponding special remuneration (additional work and overtime compensation and the new working times supplement table) until January 1, 2007.
2. This commutation arrangement exclusively pertains to any deterioration in terms of working times supplement / Tot. The other forms of special remuneration are not included in the commutation arrangement.
3. Employees are eligible if they:
- are covered by the SNT Collective Agreement ;
  - are placed in job group A to H;
  - upon the introduction of the new working times supplement table, experience a deterioration compared to the tables for working times supplement and Tot of the 2003 SNT Collective Agreement.
4. The reference period for which any deterioration is determined is the year 2004. The average working times supplement per month for 2004 based on the SNT Collective Agreement 2003 (tables and system) is compared to the average working times supplement based on the 2004/2005 SNT Collective Agreement (table and system). The negative difference between the 2003 SNT Collective Agreement and the 2004/2005 SNT Collective Agreement serves as basis for the commutation arrangement.
5. The presumed number of months in service in 2005 and the presumed number of months in service in 2006 are set at 12, with due observance of the provisions of paragraph 8 of this article.
6. In the spring of 2005, the employees that are in service at that time will be granted a lump-sum benefit in the amount of 12 times the basis.

7. In the spring of 2006, the employees that are in service at that time will be granted a lump-sum benefit in the amount of 12 times the basis.
8. For employees who leave the company before January 1, 2007 because of VUT, FLO or (pre-) pension entitlements, the commutation arrangement will be calculated for the period from January 1, 2005 until the departure date and paid out according to the tranches above.
9. The current guarantee allowances based on Article 102 of the 2003 SNT Collective Agreement and the individual scheme for 24-hour services in Eindhoven remain in effect for those employees who were still entitled to this on January 1, 2005. During the remaining term of the guarantee schemes, the employee will be paid a lump-sum benefit in the context of this commutation arrangement only on any additional deterioration.
10. For BTP employees, the commutation arrangement is in effect for the period from the implementation date (expected January 1, 2005) of the quarterly hour standard and the corresponding special remuneration for additional work and overtime compensation and the new working times supplement table until October 1, 2008. In the spring of 2007 and 2008, these employees will be granted a lump-sum extra benefit in the amount of 12 and 9 times the basis, respectively. For VUT, FLO and (pre-) pension, see 8.

## **Article 11 Supplementary scheme for travel expense reimbursement**

### **Social Plan agreements and individual agreements**

1. Social Plan agreements and individual agreements on supplementary travel expense reimbursement expired as of January 1, 2005.
2. The supplementary scheme is in effect from January 1 and the end date of the supplementary agreements from the relevant Social Plan. If the supplement is not based on a Social Plan, the end date of the supplementary scheme is set at December 31, 2006.
3. Employees are eligible if they:
  - a. were eligible for a supplement to the standard travel expense reimbursement until December 31, 2004 on the basis of a Social Plan or individual agreements.
  - b. would receive a lower reimbursement based on the new travel expense reimbursement scheme, assuming a presumed optimal number of travel days (261 workable days per year, minus the maximum number of leave days to be taken).
4. For the eligible employees, the difference between the new and old reimbursement will be determined from the implementation date of the new travel expense reimbursement scheme during the term of the original agreements from the Social Plan or, at the latest, to January 1, 2007 if these agreements were not based on a Social Plan. (The new travel expense reimbursement is assessed on the basis of the optimal number of travel days of the employee.)
5. Any difference ascertained will be bridged by payment of a lump-sum advance.
6. Employees with a prospect of VUT/FLO or (pre-) pension receive a supplement for the period up to maximum the start date of the aforementioned schemes. If the employee does not make use of this right, the entitlement to the supplementary scheme for travel expense reimbursement is revived.
7. Employees with a fixed-term contract receive a supplement for the period up to maximum the end date of the aforementioned contract. If the employee's contract is extended, the entitlement to the supplementary scheme for travel expense reimbursement is revived.
8. For employees who have been granted an annual public transport/train pass in the context of a Social Plan, any payroll tax or national insurance contributions owed on the supplement are at the employer's expense.
9. For employees who received a supplement to the travel expenses for own transport until December 31, 2004, any payroll tax and national insurance premiums owed on the supplement are at the employee's expense.
10. If the employee leaves the company during the period for which the supplement is calculated, any payroll tax and national insurance premiums owed on the supplement are at the employee's expense.



## **APPENDIX 11**

### **Pre-pension transitional provisions for employees born before January 1, 1950**

Benefits based on the transitional pre-pension provisions are not subject to the Pension and Savings Funds Act and entitlements may only be derived during a period equal to the term of this Collective Agreement.

The employee who has been employed by Koninklijke KPN N.V. from March 31, 2000 to July 1, 2001 without interruption and subsequently employed, without interruption, at SNT or its legal successor(s), may be eligible on the retirement date referred to in the pension scheme rules and regulations of the SNT Pension Fund for the pre-pension transitional measures described in this appendix.

#### **Article 1 Extra pension accrual**

Employees who:

- were born before January 1, 1950; and
- were employed by the employer on March 31, 2000; and
- have been in the employ of KPN without interruption from April 1, 2000 and following that, from July 1, 2001, in the employ of SNT or its legal successor(s) without interruption until the pension commencement date as referred to in the pension scheme rules and regulations of the SNT Pension Fund; and
- had a prospect of pre-pension on September 30, 2005 based on the employment conditions applicable for them at that time,

shall be granted a half pension accrual for 3 years of participation on the pension commencement date, insofar as the maximum participation period of 40 years is not exceeded. In determining the maximum participation period, the participation periods in the pension schemes of KPN and SNT or its legal successor(s) are taken into account.

#### **Article 2 Pension supplement**

- 1 The employee referred to in Article 1 is eligible for a temporary supplement to the pension from the pension commencement date.
- 2 The height of the temporary supplement is determined on June 30, 2004 on the basis of KPN's pre-pension transitional provisions in effect at that time. This amount is increased annually, starting in 2005, by the percentage of the annual general salary adjustment at SNT or its legal successor(s). The temporary supplement is corrected if the average part-time factor between June 30, 2004 and the pension commencement date differs from the part-time factor as of June 30, 2004. The part-time factor on the first day of the year is valid for the year as a whole.
- 3 The amount referred to in paragraph 2 shall be reduced by one tenth for each full year that the period of employment with the employer was shorter than 10 years, in the case of employees who have not had an uninterrupted period of employment with the employer of at least 10 years immediately preceding the pension commencement date.
- 4 If the pension commencement date is brought forward, the temporary pension supplement shall be reduced using the rates and percentages shown in Appendix 3 of the pension scheme rules and regulations of the SNT Pension Fund.
- 5 The temporary supplement to the pension benefit shall end on the last day of the month preceding that in which the employee reaches the age of 65 or on the last day of the month in which the employee dies.

#### **Article 3 Supplementary pre-pension benefit**

- 1 The employee referred to in Article 1 who was employed by KPN on March 31, 1996 and was employed by KPN without interruption and subsequently employed by SNT without interruption from that date until the pension commencement date as referred to in the pension scheme rules and regulations of SNT Pension Fund and who was a participant in the Pre-pension Saving Scheme (PPS scheme) before February 1, 1997, is eligible for a supplementary pre-pension benefit (that is determined once only) upon the commencement of the pension before the age of 62 years.
- 2 The height of this supplementary pre-pension benefit is determined on June 30, 2004 on the basis of KPN's pre-pension transitional provisions in effect at that time. This amount is increased annually, starting in 2005, by the percentage of the annual general salary

adjustment at SNT or its legal successor(s). The supplementary pre-pension benefit is corrected if the average part-time factor between June 30, 2004 and the pension commencement date differs from the part-time factor as of June 30, 2004. The part-time factor on the first day of the year is valid for the year as a whole.

3 The amount referred to in paragraph 2 shall be reduced by one tenth for each full year that the period of employment with the employer was shorter than 10 years, in the case of employees who have not had an uninterrupted period of employment with the employer of at least 10 years immediately preceding the pension commencement date.

4 The supplementary pre-pension benefit determined in accordance with paragraphs 2 and 3 shall be converted to and paid as a monthly payment. The first monthly payment shall be made in the month in which the employee receives pension benefit on the grounds of the pension scheme of SNT Pension Fund.

The size of the monthly payment is calculated by evenly spreading the determined amount of the supplementary pre-pension benefit over the number of months from the pension commencement date to the month preceding the month in which the employee reaches the age of 65.

The benefit payments shall end on the last day of the month preceding that in which the employee reaches the age of 65 or on the last day of the month in which the employee dies.

5 The supplementary pre-pension benefit may only be used for the period between a pension commencement date before the age of 62 and the first of the month in which the employee reaches the age of 65.

## APPENDIX 12

### Transitional provisions for loss of prospect of pre-pension for employees born on or after January 1, 1950

#### Article 1 Applicability

This scheme applies to employees born on or after January 1, 1950 and for whom the prospect of the transitional pre-pension provisions in effect on September 30, 2005 have ceased to apply. These employees shall be compensated for this in the manner indicated in Article 2.

#### Article 2 Compensation

An employee shall receive compensation for the loss of the prospect of pre-pension provisions by conditionally being awarded an extra entitlement to pension within the meaning of the 2004 Social Accord Implementation Decree on Pension Matters ('soft pension'). Actual granting and funding takes place on the pension commencement date. The claim to the conditional entitlement ceases to apply, if the employment is terminated before the 'departure date'. The size of the conditional pension shall be determined once only on December 31, 2005 and based on an age of departure and benefit percentage according to the table below.

Year of birth	Age of departure	Benefit until the age of 65 as a percentage of the basis for supplements as of December 31, 2005 (scale salary, vacation pay, OVR1, OVR2 salary)
1950	62 years	75%
1951	62 years and 2 months	75%
1952	62 years and 4 months	75%
1953	62 years and 6 months	75%
1954	62 years and 8 months	75%
1955	62 years and 10 months	74%
1956	63 years	73%
1957	63 years and 2 months	72%
1958	63 years and 4 months	71%
1959	63 years and 6 months	70%

#### Article 3 Funding

The following shall be taken into account in the calculation of the conditional pension entitlement:

- the pension entitlements of the employee before the age of 65 years which were accrued between April 1, 2000 and January 1, 2006. These entitlements are increased actuarially and paid out from the expected departure age until 65 years;
- an allocation by the employee to the life-course account, increased by 2% interest, for the period from January 1, 2006 until the departure age, in the amount of the lowering of the pension premium from 33% of the BPR sliding scale (62 years) to 15% of the BPR sliding scale (65 years) as of January 1, 2006;
- half pension accrual during the period from the age of departure until the age of 65 (up to no more than 40 years of participation).

If the tax scope for this conditional pension entitlement is insufficient, the employee shall be granted an extra employer's contribution for life-course savings, so that the aforementioned indicated compensation together with the conditional pension commitment can be achieved. If the employee has received the notification referred to in article 2.2 of the 2012 KPN Social Plan or the corresponding article in the 2013-2015 KPN Social Plan and the employment contract is terminated for these reasons, the additional deposits the employer made payable to the employee concerned under the life-course scheme during the employment for the purpose of departure based on the content of this Appendix shall be deducted from the lump sum payments that the employee may be entitled to pursuant to the provisions 3.2 to 3.7 (inclusive) of the 2012 KPN Social Plan or the payments under the 2013-2015 KPN Social Plan, irrespective if the employee has or has not transferred these additional employer contributions to a life-course account.

**Article 4            Supplementary pre-pension benefit**

If the employee had the prospect of a supplementary pre-pension benefit, as referred to in Article 3 of Appendix 11 of this Collective Agreement, it shall be added to the benefit indicated in the table above.

**Article 5            Actual departure date and actual size of benefit**

Employees can choose a departure date that precedes their retirement age. Employees who choose an age of departure as indicated in Article 2 shall have a benefit level as stated in Article 2, based on the adopted starting points, from the age of departure until the age of 65. However, the actual benefit shall be determined on the basis of the actual return on the life-course savings account and the extent to which the (conditional) pension entitlements are indexed.

**Article 6            Conditional pension entitlement adjustment**

The conditional pension entitlement referred to in Article 2 is adjusted in accordance with the adjustment of the pension entitlements referred to in the SNT Pension Fund pension scheme rules and regulations.

**Article 7            Other provisions**

An increase in the old-age pension on the basis of any balance in individual pension savings (IPS balance) is not taken into account. If the provisions of Article 7 of the pension scheme of the SNT Pension Fund and/or Article 18 of the pension scheme of the KPN Pension Fund have been applied in the event of a divorce or upon the termination of cohabitation, this calculation shall be made as if the divorce or termination of cohabitation had not taken place.

**Article 8            Collective health insurance**

Participants in the transitional arrangement can continue to participate in the group contract for health insurance taken out by the employer.

## **APPENDIX 13**

### **Voluntary early retirement scheme (VUT)**

Rights may only be derived from this scheme during a period equal to the term of this Collective Agreement.

#### **a Conditions for participation**

##### **Article 1**

The voluntary early retirement scheme applies to employees who were employed by KPN on March 31, 1996 and who:

- were born before April 1, 1941 or born on or after April 1, 1941 but before January 1, 1950 and had been employed by KPN for 25 years or more on April 1, 1996; and
- were employed by KPN from March 31, 1996 until the voluntary early retirement date, without interruption, and exclusively from July 1, 2001 employed by SNT or its legal successor(s) without interruption.

##### **Article 2**

- 1 At the end of their employment contract with the employer, employees as referred to in Article 1 and aged 61 or older, or employees as referred to in Article 1 who have been employed by the employer for at least 40 years, shall be entitled to voluntary early retirement benefit, if they have worked without interruption for KPN and immediately thereafter for SNT or its legal successor(s), without interruption, for at least 10 years immediately preceding the date on which the employment contract ends.
- 2 In consultation with the employer, employees who are entitled to make use of the voluntary early retirement scheme may decide to partially continue to work and partially make use of the voluntary early retirement scheme. Employees shall be considered part-time employees for the part of the working week that they continue to work.

##### **Article 3**

Employees who wish to make use of the voluntary early retirement scheme must submit a written request to the employer no later than 3 months before the desired commencement date. The termination of the employment contract on the grounds of the voluntary early retirement scheme takes place voluntarily.

##### **Article 4**

- 1 Employees who are unable to do the stipulated work for their full working week on account of sickness and/or incapacity to work may make use of the voluntary early retirement scheme in respect of the percentage of the working week for which they are still fit for work. The percentage of capacity for work shall be assessed upon commencement of the voluntary early retirement benefit. The early retirement benefit shall be revised in the event of a subsequent change in the percentage of incapacity.
- 2 Employees who are entitled to benefit pursuant to the Unemployment Insurance Act (WW), Older and Partially Disabled Unemployed Workers Income Scheme Act (IOAW), Supplementary Benefits Act (TW), or a severance package or suspension scheme, may make use of the voluntary early retirement scheme for the percentage of the working week that they still work. The determining factor is the percentage of the working week that they work upon commencement of the voluntary early retirement benefit.

##### **Article 5**

Participation in the voluntary early retirement scheme is only possible, if all the employee's vacation hours have been taken.

#### **b Period of service**

##### **Article 6**

Period of service means the duration of the employment contract with KPN and thereafter, from June 1, 2001, with SNT or its legal successor(s). In the case of employees who were employed by the state-owned company PTT on the last day of the month prior to the transfer date of January 1, 1989,

either as a public servant or on the basis of an employment contract according to civil law, the period of service that would be counted with the state-owned company shall be taken into account for obtaining voluntary early retirement benefit.

### **c Voluntary early retirement benefit**

#### **Article 7**

The voluntary early retirement (VUT) benefit commences on the first day of the month following that in which the employment contract has been terminated.

#### **Article 8**

- 1 The benefit basis shall be the scale salary (including vacation pay) that the participant earned as an employee in the last full month of the employment contract with the employer. The monthly benefit shall be 80% of the benefit basis. The benefit basis is maximum the final salary in the event the employee received a standard/good performance appraisal, plus the OVR1 and OVR2 salary.
- 2 In the case of participants who received payment for additional hours in the 12 months immediately preceding the start of the benefit, the benefit basis shall be increased by the average number of paid additional hours in that period, multiplied by the most recently earned salary per hour (including vacation pay).
- 3 As the case arises, a sum corresponding to the part of the old-age pension that is calculated on the date of voluntary early retirement as an emoluments pension for the participant until July 1, 2004 shall be added to the monthly benefit as referred to in paragraph 1.
- 4 In the case of participants who make partial use of the voluntary early retirement scheme, an emoluments pension sum shall be added to the monthly benefit in proportion to the reduction in the length of the working week based on the employment contract.

#### **Article 9**

The benefit referred to in Article 8 shall be increased by 1.4% as of June 1, 2013. In relation to the months June through September the increase will be granted and paid no later than September 2013.

#### **Article 10**

Participants who also qualify during the voluntary early retirement benefit for benefit payments pursuant to the Sickness Benefits Act or Disability Insurance Act/Work and Income (Capacity for Work) Act are obliged to notify the employer to that effect. In that case, the employer shall deduct from the voluntary early retirement benefit the benefit payment due under the Sickness Benefits Act or Disability Insurance Act/Work and Income (Capacity for Work) Act, the (supplementary) disability pension and the extra relocation supplement. Participants are also obliged to notify the employer of any change in benefits due under the Sickness Benefits Act or Disability Insurance Act/Work and Income (Capacity for Work) Act.

#### **Article 11**

Participants are obliged to notify the employer of any newly acquired income from work performed elsewhere. The employer shall deduct any such income from the voluntary early retirement benefit.

#### **Article 12**

The voluntary early retirement benefit shall end on the last day of the month:

- preceding the month in which the participant reaches the age of 65;
- in which the participant dies.

### **d Voluntary early retirement premiums**

#### **Article 13**

- 1 Employees born on or after April 1, 1941 but before January 1, 1950 and who had worked for the employer for 25 years or more on April 1, 1996 owe the employer a voluntary early retirement premium of 1.64%. The voluntary early retirement premium is calculated on the salary up to maximum the final salary, vacation pay and on any additional hours paid. The premium shall be deducted monthly from the salary.
- 2 The voluntary early retirement premium is owed until the end of the employment contract with the employer. If the employment contract is terminated on grounds of the voluntary early

retirement scheme, the voluntary early retirement premium is owed until the first day of the month following that in which the employee reaches the age of 61. In that case, the voluntary early retirement premium is calculated on the voluntary early retirement benefit referred to in Article 8.

## **e Deductions**

### **Article 14**

The employer shall make the necessary deductions from the voluntary early retirement benefit, on the understanding that the employee's contribution towards the costs of the pension scheme, as referred to in the applicable Collective Agreement, shall be halved. The contribution is derived from the most recent monthly salary earned, including vacation pay and from the average number of paid additional hours over the 12 months immediately preceding the month in which the voluntary early retirement benefit commences.

## **f Pension fund participation**

### **Article 15**

- 1 In the case of participants who are participants in the SNT Pension Fund pension scheme on the day before their voluntary early retirement, participation pursuant to the pension scheme of this pension fund shall continue. Half of the period in which voluntary early retirement benefits are paid shall count as participation time, insofar as the maximum participation period of 40 years is not exceeded.
- 2 Participants who make partial use of the voluntary early retirement scheme shall accrue the full pension on the voluntary early retirement part, insofar as the maximum participation period of 40 years is not exceeded.

## **g Other provisions**

### **Article 16 Group health insurance**

Participants in the voluntary early retirement scheme can continue to participate in the group contract for health insurance taken out by the employer.

### **Article 17 Death benefit**

In the event of the participant dying before reaching the pensionable age, the voluntary early retirement benefit shall end on the last day of the month in which the participant died. The surviving relatives shall receive a lump-sum benefit payment of three times the most recent monthly voluntary early retirement benefit received.

### **Article 18 Checks**

The employer may conduct checks of the observance of the conditions that apply to this scheme.

### **Article 19 Implementation**

TKP Pensioen B.V. shall apply and implement this scheme. With regard to all matters not covered by the provisions of law or this scheme, the employer decides.

### **Article 20 Complaints procedure**

Participants who have a complaint about their treatment by TKP Pensioen B.V. on behalf of the employer may submit their complaint to the employer. The General objection and appeal procedure applies.

## APPENDIX 14

### Transitional provisions for loss of prospect of early retirement for employees born on or after January 1, 1950

#### Article 1 Applicability

This scheme applies to employees born on or after January 1, 1950 and for whom the prospect of the transitional provisions for voluntary early retirement in effect on September 30, 2005 has ceased to apply.

These employees shall be compensated for this in the manner indicated in Article 2.

#### Article 2 Compensation

The employee shall be compensated for the loss of the prospect of voluntary early retirement. The starting point for the compensation is a benefit of 75% of the scale salary, OVR1 and OVR2 salary plus the emoluments pension accrued up to July 1, 2004 from the date on which the employee had had a prospect of early retirement (the 'departure date'), on grounds of the Collective Agreement that applied to the employee concerned on September 30, 2005.

The compensation shall be materialised by means of:

- conditional granting of an extra pension entitlement, as referred to in the 2004 Social Accord Implementation Decree on Pension Matters ('soft pension'). The size of the conditional pension is determined once only on December 31, 2005. Actual granting and funding takes place on the pension commencement date. The claim to the conditional entitlement ceases to apply if the employment is terminated before the 'departure date';
- If the tax scope for this provisional pension entitlement is insufficient, the employee shall be granted an extra employer's contribution for life-course savings, so that the aforementioned indicated compensation together with the conditional pension commitment can be achieved. The extra employer's contribution shall be granted for the period from January 1, 2006 until the 'age of departure'. The starting point for determining the size of this is a return on the life-course savings account of 2%. The size of the contribution shall be determined once only on December 31, 2005;
- if the conditional pension entitlement that is granted together with the extra employer's contribution for life-course savings is insufficient for departure on the 'departure date', the employee shall be offered the opportunity to take paid leave for the missing period at 75% of the most recent scale salary earned, OVR1 and OVR2 salary, plus the emoluments pension accrued to July 1, 2004. The payment of 75% of the last-earned scale salary, OVR 1 and OVR 2 salary plus the emoluments pension accrued to July 1, 2004 will be increased by 1.4 percent as at June 1, 2013, if the employee involved took the paid leave referred to here on June 1, 2013. In relation to the months June through September the increase will be granted and paid no later than in September 2013. In the case of participants who received payment for additional hours in the 12 months immediately preceding the month in which the paid leave commences, the benefit in the period of paid leave shall be increased by the average number of paid additional hours in that period, multiplied by 75% of the salary per hour (including vacation pay) that applies to the participant concerned. The vacation entitlements the employee accrues during the period of paid leave shall be considered to have been taken during this period. These accrued entitlements shall not be paid out upon the termination of the employment contract.

In this article the scale salary is regarded as including the vacation pay on the scale salary.

If the employee has received the notification referred to in provision 2.2 of the 2012 KPN Social Plan or the corresponding article in the 2013-2015 KPN Social Plan and the employment contract is terminated for these reasons, the additional deposits the employer made payable to the employee concerned under the life-course scheme during the employment for the purpose of departure based on the content of this Appendix shall be deducted from the lump sum payments that the employee may be entitled to pursuant to the provisions 3.2 to 3.7 (inclusive) of the 2012 KPN Social Plan or the payments under the 2013-2015 KPN Social Plan, irrespective if the employee has or has not transferred these additional employer contributions to a life-course account.

#### Article 3 Actual benefit size

The starting point for determining the compensation on the grounds of Article 2 is a benefit level of 75%. However, the actual benefit shall depend on the extent to which the (conditional) pension entitlements are indexed and the actual return on the life-course savings account. In the case of



employees who make use of paid leave before leaving at the 'age of departure', the benefit during the paid leave shall in any event be 75% of the employee's scale salary, OVR1 and OVR2 salary plus the emoluments pension accrued to July 1, 2004.

**Article 4 Conditional pension entitlement adjustment**

The conditional pension entitlement referred to in Article 2 is adjusted in accordance with the adjustment of the pension entitlements referred to in the SNT Pension Fund pension scheme.

**Article 5 Other provisions**

An increase in the old-age pension on the basis of any balance in individual pension savings (IPS balance) is not taken into account. If the provisions of Article 7 of the pension scheme of the SNT Pension Fund and/or Article 18 of the pension scheme have been applied in the event of a divorce or upon the termination of cohabitation, this calculation shall be made as if the divorce or termination of cohabitation had not taken place.

**Article 6 Premium contribution**

Employees are obliged to pay a premium of 1.64% of their monthly salary up to the departure date. The premium contribution is calculated on the salary up to maximum the final salary and the vacation pay. The premium contribution shall be deducted monthly from the salary.

**Article 7 Pension fund participation**

In the case of participants who are participants in the SNT Pension Fund pension scheme on the day before their departure, participation pursuant to the pension scheme of this pension fund shall continue. Half the period of paid leave and life-course leave shall count as participation time, insofar as the maximum participation period of 40 years is not exceeded.

**Article 8 Collective health insurance**

Participants in the transitional arrangement can continue to participate in the group contract for health insurance taken out by the employer.

## **APPENDIX 15**

### **Article 1 Scope of application**

As of July 1, 2006, the Collective Agreement for KPN Contact and SNT Nieuw October 1, 2005 to January 1, 2007 and the Agreement on transitional agreements below dated April 27, 2006 apply to employees employed by KCC Nederland BV (business division KPN Contact) after transfer from KPN Telecom B.V. and/or KPN Mobile The Netherlands B.V. (business division Consumer Market Telephone Customer Responses KPN (KR) and/or KPN Mobile Contact Center (KMCC)). The provisions of the Collective Agreement for Koninklijke KPN N.V. are not applicable to these employees from July 1, 2006.

### **Article 2 Agreement on transitional agreements KPN-KPN Contact dated April 27, 2006**

Parties:

KCC Nederland B.V. in The Hague, represented in this matter by Mr H.J.M. Knaapen, director of Human Resources KPN N.V.

and

- ABVAKABO FNV, in Zoetermeer, represented in this matter by Mrs D.T.C. Wiek-Meulman
- Union of Telecom Employees, in Leidschendam, represented in this matter by Mr R. Pol
- CNV Publieke Zaak, in The Hague, represented in this matter by Ms B.J. Bakker
- CMHF/VPP, in The Hague, represented in this matter by Mr. R. Koopman LL M (referred to hereafter collectively as: the trade unions),

**Whereas:**

- On July 1, 2006, KPN employees employed at Consumer Market Telephone Customer Responses KPN and KPN Mobile Contact Center transfer to KCC Nederland B.V. (business division KPN Contact), where the KPN Contact Collective Agreement applies;
- the KPN Contact Collective Agreement applies to these employees from the date of transfer;
- there are differences between the KPN Contact Collective Agreement and the package of employment conditions of the employees concerned;
- the parties have agreed the following concerning these differences

**Agree that:**

#### **1 Transfer of employees**

The employees concerned transfer to KCC Nederland B.V. with retention of the character of the current employment contract (fixed term/indefinite term) and with retention of the service years accrued by the employee. From the moment of transfer, the KPN Contact Collective Agreement, subject to the amendments to this over time and the transitional agreements included in this agreement apply.

#### **2.1 Working hours**

The standard working hours are 40 hours combined with a standard leave right of 292 hours based on the KPN Contact Collective Agreement. Age-related hours at KPN expire with the transfer to the KPN Contact Collective Agreement. During 2006 and 2007, however, the employee still accrues age-related days in accordance with the 2006/2007 KPN Collective Agreement. The salary, income and hourly wage definitions of the KPN Contact Collective Agreement will apply to the employees.

#### **2.2 Categorisation and placement in the salary scale**

Employees will be categorised and placed in the KPN Contact salary ranges on the basis of the job grading system of the KPN Contact Collective Agreement. Employees will be placed in the salary scale based on the placement income. The placement income is the gross salary as of April 30, 2006 (excluding compensation for payment of pension premium at KPN) plus any special allowance and any relocation allowance. The gross salary is therefore increased based on the increments table as of

January 1, 2006 as included in the 2006-2007 KPN Collective Agreement. The placement income is multiplied by the factor net working hours KPN Contact / net working hours KPN. The concept net working hours is defined as the gross working hours on annual basis minus 292 KPN Contact leave hours or 195 KPN vacation hours, respectively. Finally, this amount is increased by the premium for the WIA supplementary insurance and an amount equal to what the employee must pay as personal contribution to pension at KPN Contact. For employees born before January 1, 1950 this is 33% of the Defined Premium applicable for them; for employees born on or after January 1, 1950, this is 15%. For employees who had a prospect of voluntary early retirement based on the 2004-2005 KPN Collective Agreement and who were born before January 1, 1950, this percentage is also 15%.

The result of this calculation is the placement income. The placement income is placed in the applicable KPN Contact salary scale. If the placement income is lower than the starting salary of the relevant salary scale, the employee is granted the starting salary. If the placement income exceeds the relevant final salary (for scales G and higher this is an RSP of 110), the excess is converted into a placement allowance.

For full-time employees the working hours are determined in line with the KPN Contact standard working hours of 40 hours per week. Part-time employees continue to work the same number of hours worked at KPN. Their salaries are determined proportionately to the standard working hours in the KPN Contact Collective Agreement. Consequently, the salary turns out to be lower. This is compensated, however, by increasing the number of leave hours.

The salary and any placement allowance will be increased after May 1, 2006 in line with the system of the KPN Contact Collective Agreement. The placement allowance becomes a nominal amount as of January 1, 2010 however. This placement allowance will be increased by 8%, once only, on January 1, 2012 as a result of the introduction of the Collective Agreement Budget supplement at KPN Contact.

### **2.3 Placement allowance and future salary increases**

The placement allowance is part of the monthly income as referred to in the KPN Contact Collective Agreement. In the event of sickness or leave, this allowance continues to be paid in accordance with the provisions stipulated for this in the KPN Contact Collective Agreement. The allowance is taken into account when determining the hourly salary. The amount of the allowance is determined once only. During the years 2006 and 2007 this amount is increased by the general salary increase as agreed in the Collective Agreement for KPN Contact. After this the allowance changes in response to salary increases, in the sense that as of the date of a salary increase based on Article 38 or Article 40 of this Collective Agreement, 50% of this increase will be granted on the total amount in monthly salary plus placement allowance. This allowance will become a nominal amount and no longer change in response to salary increases with effect from January 1, 2010. If the employee advances to a higher salary scale, the placement allowance will be decreased proportionate to the increase in the salary. Employees who have an RSP of higher than 100% as a result of placement in the KPN Contact salary scale receive an individual salary adjustment of 0% if they receive a performance appraisal score of standard/good.

### **2.4 Pension**

The KPN Contact pension scheme applies to the employee from the date of transfer. The employee owes a personal contribution of 15% of the Defined Premium that applies to him. The employee born before January 1, 1950 can continue to accrue pre-pension. If he opts to do so, the employee owes a personal contribution of 33% of the Defined Premium that applies to him. The employee may participate in WIA supplementary insurance at his own expense. During 2006 and 2007 the difference in pension accrual between the KPN Contact pension scheme and the KPN pension scheme will be compensated by means of a lump-sum deposit into KPN's pension fund.

### **2.5 Voluntary early retirement**

For employees who had a prospect of voluntary early retirement based on the 2004-2005 KPN Collective Agreement, this prospect of voluntary early retirement is respected in the same way provided for in the 2006-2007 KPN Collective Agreement.

**Employees born before January 1, 1950**

The transitional arrangement included in Appendix 11a of the KPN Collective Agreement 2006-2007 remains in place for employees born before January 1, 1950. Employees are required to pay an unchanged voluntary early retirement premium.

**Employees born on or after January 1, 1950**

The transitional arrangement for voluntary early retirement has expired for employees born on or after January 1, 1950. The employees concerned are compensated for this in the same way provided for in Appendix 11b of the 2006-2007 KPN Collective Agreement, on the understanding that the following takes the place of the provisions of Article 2, third bullet: '(...) 75% of his monthly salary in December 2005' (...) increased by the general salary increases that are agreed in the KPN Contact Collective Agreement until the departure date. Employees are obliged to pay a personal contribution of 1.64% up to the departure date.

Employees who, in 2007, are able to use the former early retirement scheme as referred to here will continue to participate in the KPN Pension Fund and will not participate in the SNT Pension Fund therefore. As a result of this, in deviation from the provisions of Article 2.2, for these employees the gross salary from KPN will not be reduced by the compensation for payment of the pension premium at KPN. Nor will the amount cited there be increased by an amount equal to what the employee must pay in personal contribution to pension at KPN Contact. After all, the employee will continue to pay the KPN Pension premium for which he has already been compensated in his gross salary at KPN.

**2.6 Pre-pension**

For employees who had a prospect of pre-pension based on the 2004-2005 KPN Collective Agreement, this prospect of pre-pension is respected in the same way provided for in the 2006-2007 KPN Collective Agreement.

**Employees born before January 1, 1950**

The transitional arrangement included in Appendix 10a of the 2006-2007 KPN Collective Agreement remains in place for employees born before January 1, 1950.

**Employees born on or after January 1, 1950**

The transitional arrangement for pre-pension has expired for employees born on or after January 1, 1950. The employees concerned are compensated for this in the same way provided for in Appendix 10b of the 2006-2007 KPN Collective Agreement.

Employees who, in 2007, are able to use the former pre-pension scheme as referred to here will continue to participate in the KPN Pension Fund and will not participate in the SNT Pension Fund therefore. As a result of this, in deviation from the provisions of Article 2.2, for these employees the gross salary from KPN will not be reduced by the compensation for payment of the pension premium at KPN. Nor will the amount cited there be increased by an amount equal to what the employee must pay in personal contribution to pension at KPN Contact. After all, the employee will pay the KPN Pension premium for which he has already been compensated in his gross salary at KPN.

**2.7 Life-course savings**

KPN Contact does not grant an employer contribution to the Life-course savings scheme. During 2006 and 2007, the employee born on or after January 1, 1950 will receive a benefit for the life-course savings in the amount of 2% of 12 times his monthly salary plus any placement allowance from September 2006 and 2007, respectively. This percentage is 0.5% per year for employees born before January 1, 1950.

The above applies regardless of any deposit into life-course savings that may be agreed in the 2007 SNT Nieuw/KPN Contact Collective Agreement. The benefit will be granted to the employee, if he is employed by KCC Nederland B.V. on September 1, 2006 and September 1, 2007, respectively, and will be paid with his salary for September 2006 and September 2007, respectively.

Employees born after January 1, 1950 to whom the provisions of Article 2.5 apply receive a one-time benefit of 0.5%, in deviation from the provisions of the previous paragraph.

### **3 Other employment conditions**

#### **3.1 Individual salary adjustment**

The system included in the KPN Contact Collective Agreement applies for the determination of the annual salary adjustment from January 1, 2007.

#### **3.2 Results-based compensation**

KPN Contact does not have a similar Results-based compensation scheme. In terms of results-based compensation for 2006 and 2007 (payment in 2007 and 2008, respectively), employees receive a payment of 3% of 12 times the monthly salary plus any placement allowance from December 2006 and December 2007, respectively. The payment is granted in January 2007 and January 2008, respectively, if the employee is employed by KCC Nederland B.V. on January 1, 2007 and January 1, 2008, respectively.

#### **3.3 Employment conditions provisions concerning absenteeism**

The KPN Contact Collective Agreement has absenteeism measures that limit leave and a bonus/deduction scheme in the context of limiting absenteeism. These schemes shall apply to the employees.

#### **3.4 Working times supplement**

Employees shall be covered by the KPN Contact working times supplement scheme as of the transfer date. This scheme replaces the Allowance for working unusual hours (Tot.). If the Tot scheme from the 2006/2008 KPN Collective Agreement would have resulted in a higher amount than the employee received based on the Working times supplement scheme in 2006 or 2007, this difference is compensated for the years 2006 and 2007. This compensation is provided in the form of a subsequent payment at the beginning of 2007 or 2008, respectively.

#### **3.5 Overtime supplement**

Employees shall be covered by the KPN Contact overtime scheme as of the transfer date. If the overtime scheme from the 2006/2008 KPN Collective Agreement would have resulted in a higher compensation in 2006 or 2007, respectively, than the employee received based on the Overtime scheme from the KPN Contact Collective Agreement, whereby the allowance received on the basis of the working times scheme is also taken into account, this difference is compensated. This compensation is provided in the form of a subsequent payment at the beginning of 2007 or 2008, respectively.

#### **3.6 Commuting expenses reimbursement scheme**

The commuting expenses reimbursement scheme included in the KPN Contact Collective Agreement applies as of the transfer date. The loss of the reimbursement is compensated over a period of maximum two years for employees who travel 10 kilometres or less between home and work (one way). The commutation amount is paid out in two equal parts to employees employed by KCC Nederland BV on September 1, 2006 and September 1, 2007, respectively, and will be paid with the salary for September 2006 and September 2007, respectively.

#### **3.7 Discount on company products**

The KPN Contact Collective Agreement does not have a scheme for discounts on company products. The employee may utilise the Company Products Discount scheme from the KPN Collective Agreement during 2006, 2007 and 2008.

#### **3.8 Vacation**

Employees can take their accrued entitlements to vacation hours with them to KPN Contact.

### **3.9 Employee option schemes**

After the date of transfer, the options granted to employees may be exercised throughout the full remainder of the exercise period, once these become eligible for exercise.

### **3.10 Supplementary disability pension**

Employees who currently receive an allowance as a result of their so-called 'supplementary disability pension' will retain this allowance at KPN Contact.

### **3.11 Guaranteed hourly wage**

The so-called guaranteed hourly wage is taken into account for the payment of the additional work supplement, the working times supplement and the overtime supplement as referred to in the KPN Contact Collective Agreement .

The guaranteed hourly wage is the employee's hourly wage applicable for him in May 2006 at KPN on the basis of the KPN Collective Agreement. No doubt superfluously: the guaranteed hourly wage is exclusively calculated for the three supplements mentioned. The guaranteed hourly wage is therefore not paid for the worked hour for which the supplement applies and also not as an hourly wage for the part-time employee for instance.

### **3.12 One-time payment**

In January 2008 the employee receives a one-time payment of 75% of the monthly salary plus any placement allowance applicable at that time, if he is employed by KCC Nederland BV on January 1, 2008.

### **3.13 Individual commitments**

Individual agreements between the employee and KPN recorded in writing may only be amended in consultation with the employee concerned.

### **3.14 Changing legislation and regulations**

In the event of drastic changes to legislation or regulations which impact the provisions of these transitional arrangements, the parties may decide to make interim revisions.

### **3.15 Reorganisations**

In the event a reorganisation takes place at KPN Contact in 2006 and/or 2007 whereby employees become redundant, the parties will meet at that point to make supplementary agreements on top of the current 'SNT Social Plan'.

Thus agreed and drawn up in eight copies,  
on May 16, 2006 in The Hague;

on behalf of KCC Nederland B.V. :

Mr H.J.M. Knaapen  
director of Human Resources KPN N.V.

on behalf of the trade unions:

Ms D.T.C. Wiek-Meulman  
ABVAKABO FNV in Zoetermeer

Mr R. Pol  
Union of Telecom Employees in Leidschendam

Mr B.J. Bakker  
CNV Publieke Zaak in The Hague

Mr. R. Koopman  
CMHF VHP-KPN & TPG in The Hague

## Addendum to Appendix 9

The parties to this collective agreement held consultation on April 21, 2008 on the basis of Article 3.15 and made the supplementary agreement that the SNT Nederland Social Plan (effective April 1, 2005 to December 31, 2006) applies to employees of departments affected by the reorganisation for which the employer requested advice from the Works Council on December 21, 2007, on the understanding that

- in Article 6, paragraph 4, the words "occupies [the position] of agent or team manager (the so-called direct employee)" are replaced with "occupies [the position] of direct employee".  
Employees who occupy the following positions are designated as direct employees:
  - complaints handling employee;
  - senior complaints handling employee;
  - complaints handling specialist;
  - team manager;
  - LST employee;
  - all-round LST employee.
- Article 10, paragraph 5, which states that in assisting employees find other work, the employer will devote specific attention to redundant employees who are (chronically) sick or partially incapacitated for work, will also apply in the case of disabled redundant employees;
- the table in Article 12, paragraph 2 relating to the period of supplement to the full unemployment benefit is replaced with the following table:

Employment history (in years)	er of months of supplement to achieve 90% of monthly income	er of months of supplement to achieve 80% of monthly income	Duration of supplement in months
up to 3	2	1	3
4	2	2	4
5	3	2	5
6	3	3	6
7	4	3	7
8	4	4	8
9	5	4	9
10	5	5	10
11	6	5	11
12	6	6	12
13	7	6	13
14	7	7	14
15	8	7	15
16	8	8	16
17	9	8	17
18	9	9	18
19	10	9	19
20	10	10	20
21	11	10	21
22	11	11	22
23	12	11	23
24	12	12	24
25	13	12	25
26	13	13	26
27	14	13	27
28	14	14	28
29	15	14	29
30	15	15	30
31	16	15	31
32	16	16	32
33	17	16	33
34	17	17	34
35	18	17	35
36	18	18	36
37	19	18	37
38	19	19	38



- the first table in Article 12, paragraph 1 relating to the determination of a one-time benefit based on period of service is replaced with the following table:

Period of service	Number of months
0 to 4 years	1
5 to 9 years	2
10 to 14 years	3
15 to 19 years	4
20 to 24 years	5
25 years or more	6

- in Article 19, paragraph 2, opening lines and in c, the percentage for calculating the contribution to increased commuting time in the first 12 months is increased from 75% to 100%;
- if application of Article 20 (travel expenses) involves ineffective travel between home and work, Article 63, paragraph 3 of this Collective Agreement may apply;
- the table in Article 22, paragraph 3, used to calculate a one-time benefit in the event the employee concerned is still incapacitated for work at the end of the unemployment benefit period, is replaced with the following table:

Period of service	Number of months
5 to 9 years	1
10 to 14 years	2
15 to 19 years	3
20 to 24 years	4
25 years or more	5

- paragraphs 6 and 7 of Article 13, relating to pension accrual in the event of involuntary departure of an employee aged 50 or older who has worked for the employer for at least 10 years, expire;
- the transitional provisions reported in appendices 5, 6, 7 or 8 of this Collective Agreement remain in effect for the employee who satisfies the relevant criteria in one of these schemes, if, immediately after his employment at KPN Contact, in connection with the reorganisation referred to above, that employee is immediately hired by one of the employers listed in the provision "Introduction and starting point" of the Collective Agreement for Koninklijke KPN N.V. (effective January 1, 2008 to January 1, 2010).

## **APPENDIX 16**

### **Purposes for employees with individually assigned vacation entitlements (Article 13.30 or 14.27)**

#### **Article 1 General**

1. Employees with individually assigned vacation entitlements (Article 13.30 or 14.27) have the option of matching the design of their individual employment conditions package with their personal needs and requirements each year, within the limits set for this, by deploying the individual vacation hours assigned to them. The exchange takes place on the basis of cost-neutrality for the employer.
2. An employee with full disability benefits pursuant to the WIA is excluded from this. Employees who are partially incapacitated for work within the meaning of the WIA and who work fewer hours than a full-time employee are treated as part-time employees for the hours they actually work.
3. The purposes that can be chosen are described in Articles 4 to 7.
4. An exchange cannot lead to a change in the total scale of the individual employment conditions package, nor can the individual choices alter the other rights and obligations of the employer and the employee in respect of each other.

#### **Article 2 Definitions**

1. Vacation hours: the hours referred to in Articles 13.30 and 14.27 respectively.
2. Gross salary: the monthly salary, as referred to in Articles 13.2f and 14.2f respectively.
3. Hourly value: the gross hourly salary plus a financial supplement of 33%. For employees who are entitled to a guaranteed gross hourly wage pursuant to the transfer agreements in relation to the incorporation in the 2003 SNT Collective Agreement, this guaranteed gross hourly wage plus the financial supplement of 33% is deemed to be the hourly value.

#### **Article 3 Choices**

1. The employee is given a once-only opportunity two months prior to the start of the calendar year to give notice of his or her choices for that calendar year, in writing. The choices may not be changed in the course of the year.
2. The employer will honour the choices made by the employee, unless there are explicit objections to this on the grounds of serious business interests.

### **The Purposes**

#### **Article 4 Gross salary**

1. The employee may exchange vacation hours for gross salary.
2. The gross salary chosen will be paid out as a gross lump sum in the month of May of the year for which the choice applies, through the sale of vacation hours for the hourly gross salary applying at that time, plus the financial supplement in accordance with Article 2.

#### **Article 5 Long-term leave**

1. The employee may deploy vacation hours each year to save for a consecutive period of long-term leave.
2. The total leave saved and the vacation hours/compensation hours on the statement of vacation hours may not exceed 50 times the weekly working hours at the end of a calendar year, in compliance with the fiscal maximum set in Article 11(1r) of the Wage Tax Act.
3. The limitation term of 5 years, as referred to in Article 7:642 of the Dutch Civil Code, does not apply for the leave savings.
4. Long-term leave cannot be taken within a year prior to the commencement of the old age pension or an early retirement facility.
5. The consecutive leave period may not exceed 13 times the agreed weekly working hours.

6. The employee may take up the saved hours, as referred to in paragraph 1, no more than once every four years.
7. The employee may submit a written request to the employer no later than six months prior to the commencement date of the long-term leave.
8. The employer must grant or reject the employee's application in writing, stating the reasons, no later than one month following the submission of the employee's written request.
9. The employer will grant the request for long-term leave, unless there are objections to this on the grounds of serious business interests.
10. Immediately following the commencement of the long-term leave, all (expenses) allowances relating to the performance of the job and facilities will be halted.
11. The employee has a guarantee that following the completion of the long-term leave, he or she may return to his or her former position, unless the employer and employee reach other agreements in that regard.
12. In the event of long-term leave, the income for days taken will be determined on the basis of the monthly income, as defined in the Collective Agreement, that would be enjoyed for normal work.
13. If the employee becomes sick during the leave period, the procedure described in the brochure entitled 'KPN, A Healthy Company' must be followed. The leave period will be suspended during the period of sickness.

#### **Article 6 Salary savings**

1. In addition to the regular salary savings scheme, the employee may deploy vacation hours to finance salary savings, in compliance with the provisions of the SNT salary savings scheme, in observance of the fiscal maximum.
2. The hourly value is defined in accordance with the provisions of Article 2 of this scheme.
3. This Article lapsed on January 1, 2012 as a result of amended legislation.

#### **Article 7 Pension**

1. In addition to the regular possibilities of the pension scheme for extra pension contributions, the employee may deploy vacation hours to improve his or her pension, in observance of the relevant provisions of the pension regulations of De Stichting Pensioenfonds SNT and the statutory and fiscal possibilities and limits.
2. The hourly value is defined in accordance with the provisions of Article 2 of this scheme.

#### **Article 8 Buying and selling vacation hours in the same year**

Vacation hours may not be sold pursuant to this Appendix in the same year as extra vacation hours are purchased on the grounds of the Collective Agreement Budget supplement (Article 4.9).

#### **Article 9 Consequences**

1. The employee is personally responsible for the consequences of his or her choice(s).
2. If the vacation hours are deployed for the purpose of gross salary, these hours are paid as a lump sum in the month of May of the year for which the choice applies. This is treated as gross salary before the wage tax and social insurance and employee contributions.
3. If the vacation hours are deployed for a purpose other than gross salary, this has no consequences for the gross salary, wage tax and social insurance and employee contributions.

#### **Article 10 Request, application procedure and decisions**

1. The employee gives notice of his or her choice by completing and signing an application form for that purpose. The form must be signed for consent by the employee's supervisor. The employee sends the application form to the HR Department, which provides for further processing.
2. The choice is fixed for one calendar year and may not be changed in the interim. A change in the number of hours of employment has consequences only for the following calendar year.

**Article 11 Switch from Collective Agreement to Above Collective Agreement**

If an employee transfers to a position valued at 'Above Collective Agreement' and has saved vacation hours, individual agreements will be reached on their deployment.

**Article 12 Termination of employment**

On termination of the employment contract, the saved hours as referred to in Article 5 will be paid out at the rate of the gross hourly salary at that time. To the extent that the hours have been deployed on the basis of leave rights since the year 2003, the supplement referred to in Article 2 applies. The statutory deductions will be made from the payout.

**Article 13 Change in personal circumstances**

The employee is required to report each change in his or her personal circumstances that could affect the application of the purposes chosen to the employer, in writing, without delay.

**Article 14 Tax legislation**

If changes in tax legislation affect the content of this Appendix, lapsed net benefits for the employee will not be converted to a gross amount.

**Article 15 Hardship clause**

The employer shall decide in all cases for which this Appendix does not provide.