# **Collective Agreement**

for Koninklijke KPN N.V.

1 April 2014 to 31 March 2015

Koninklijke KPN N.V. HR Compensation & Benefits Nederland

29 July 2014

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## **Introduction and Keynote**

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
  - VHP2

KPN and the unions have agreed the following arrangements.

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 specified 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 of the original Dutch version of the KPN Collective Agreement 2014 (KPN CAO 2014). In case of discrepancies between the Dutch and the English versions, the contents of the Dutch version 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 of KPN, iBasis Netherlands, KPN Contact or Telfort Zakelijk, and
- who have been categorised in salary scales 1 to 13 or until 1 November 2014 salary ranges A to M or who fall under the Strategic Recruitment Group in part B.

Until 1 November 2014, a number of provisions in part A do not apply to employees of KPN Contact. These deviations are reported in Chapters 13 and 14. Where provisions in part A apply, insofar as such appears from the context of the said provisions, 'KPN' should also be understood to be read as 'KPN Contact'.

As of 1 November 2014 Chapters 13 and 14 lapse and the provisions of part A apply to employees of KPN Contact, with the proviso that deviations or exceptions to a number of specific employment conditions in part A are included that may apply to them. Where provisions in part A apply, insofar as such appears from the context of the relevant provision, 'KPN' should also be understood to be read as 'KPN Contact'.

Where transitional arrangements are the result of:

- the lapse of the IT group as of 1 November 2014 and the consequential transfer as of that date to the General group;
- the lapse of the Strategic Recruitment group as of 1 November 2014 and the consequential transfer as of that date to one of the General, Retail, Sales or Customer Expert groups;
- the lapse of Chapter 13 (staff directly employed by KPN Contact) as of 1 November 2014 and the consequential transfer as of that date to the General group;
- the lapse of Chapter 13 (staff directly employed by KPN Contact) as of 1 November 2014 and the consequential transfer as of that date to the Customer Expert group;
- the transfer of the General group to the Customer Expert group as of 1 November 2014 as a result of the introduction of the Customer Expert group as of that date;
- the lapse of Chapter 14 (staff indirectly employed by KPN Contact) as of 1 November 2014 and the consequential transfer as of that date to the General group;

the transitional arrangements that apply to you as of 1 November 2014 continue to apply to you provided that you are then continuously employed in a job that is placed in the same group.

In the case of transitional arrangements resulting from no longer being placed in the Retail group as of 1 November 2014 and placement in the General group as of that date (which applies to regional managers with job code SSS11) the transitional arrangements that apply to you as of 1 November 2014 continue to apply to you provided that you are then continuously employed in the job of regional manager (SSS11).

Where transitional arrangements are the result of:

- the lapse of the Collective Agreement Bonus scheme as of 1 January 2015 and the consequential application of the KPN Plan as of that date;
- the application of the KPN Service Plan as of 1 January 2015;
- changes to the on-target-percentage Payplan as of 1 August 2014 for employees placed in the Retail group;

the transitional arrangements that apply to you as of the date of the said change in variable remuneration continue to apply to as long as you are employed in a job that is placed in the same group.

#### **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 or deviating definitions for terms are given in Article 13.2 and in Article 14.2, the definitions of the terms stated there shall apply to these specific groups, even if such terms are used elsewhere in the Collective Agreement.

- a. 'Employer': any party named in the Introduction under item 1.
- b. 'Trade unions': any party named in the Introduction under item 2.
- c. 'Employee':
  - someone employed by one of the parties named in the Introduction under item 1;
  - who works in the Netherlands and
  - who falls within any of the salary scales from 1 to 13 inclusive or under the Strategic Recruitment Chapter.

A person is not an employee within the meaning of this Collective Agreement, if he/she:

- has an occupational supervision or work training placement or
- is following a dual track learning route.
- d. 'Monthly salary': 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': your monthly salary plus allowances. Supplements do not form part of your monthly income.
- f. 'Salary': your monthly salary.
- g. 'Normative salary': the salary in the salary table at a salary position of 100%.
- h. 'Normal working hours': 40 hours per week, if you are in the Sales, IT, Strategic Recruitment, or Customer Expert groups. If you fall under the General or Retail groups it means 37 hours per week. In both cases, the working hours apply to a full-time contract of employment.
- i. 'Hourly salary': 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 groups. If you fall under the General or Retail groups 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, section 8, of this Collective Agreement or Article 5.1 of the 2014-2015 KPN Social Plan or the corresponding article under a previous KPN Social Plan.
- I. Part-time employee: someone who has agreed with his/her manager to work less than the normal number of hours and is paid according to the smaller number of hours.
- m. Position: the duties assigned to someone by his/her manager, for which he/she must achieve a clear result.
- n. Rotating roster: a schedule that fixes for a certain period in advance the differing days and times when the employee shall start work, take breaks, and finish work.
- o. Full-time quarterly hour standard: the number of contract hours per quarter for a full-time employee.
- p. Part-time quarterly hour standard: the full-time quarterly hour standard multiplied by the part-time factor that applies for a part-time employee.
- q. SNT CAO 2003: the SNT Collective Agreement in effect from 1 January 2003 to 31 March 2004.

# 1.2 Term, deviations and changes to this CAO

- 1 This Collective Agreement applies from 1 April 2014 to 31 March 2015. At the end of this period, this Collective Agreement ends automatically. It does not require formal termination.
- 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 farreaching changes within or outside KPN.
- Where in this Collective Agreement changes for the worse are introduced, rights arising from the relevant provisions in previous Collective Agreements shall lapse on the entry into force of this Collective Agreement. Instead, 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 this Collective Agreement. If so, they will try to resolve the disagreement through negotiation. 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, for example, be given instructions about working methods and regulations under the KPN Company Code and its sub-codes. 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. KPN and the Works Council have agreed a separate procedure for obtaining this kind of advice. This procedure is described 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 € 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 involve 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 (Wet Melding Collectief Ontslag). In view of the Social Plan the trade unions waive the waiting period in accordance with Article 5a section 1 of the Act on Reporting Collective Dismissal (Wet Melding Collectief Ontslag), 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 duty of 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 Businesses Act (Wet overgang van ondernemingen), 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 with the new employer at the time of transfer must be equivalent to the employee benefits applicable to you within KPN;
    - entitlements to early retirement and pre-pension arrangements will be respected.

#### 1.11 Collective accident insurance

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

#### 1.12 Corporate Social Responsibility

- 1 KPN wishes to be a leader in the field of Corporate Social Responsibility (CSR) and aims for a combination of sound business and a positive contribution to people, society and the environment. KPN aims to enable its employees to contribute in this regard.
- In consultation with your manager, you are permitted to allocate two half-days to CSR objectives as defined by KPN without the need to use your leave entitlement for such purpose. These CSR objectives are set out on TEAMKPN Online.

# Your obligations

## 1.13 Reasonable instructions

You must carry out the reasonable instructions of 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.

## 1.14 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.

## 1.15 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 in good repair. The costs of washing and maintaining the garments are payable by you.

# 1.16 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.

#### 1.17 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 health and safety, 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.

#### 1.18 Non-company activities

Any non-company activities should be reported before joining KPN or before starting the relevant activities. In Atrium/MijnHR¹ you will find an option for registering all non-company activities. If you do not perform any non-company activities, you must register 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 all or any 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), or
- may harm the interests or good name of KPN.

#### 1.19 Ownership of inventions and achievements

- 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.
- 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.

<sup>&</sup>lt;sup>1</sup> As of 1 January 2015, KPN's E-HRM system will be known as 'MijnHR'.

4	If KPN exercises its right to patenting, you will receive fair compensation in return. KPN has drawn up rules for this matter, which you accept as part of the Collective Agreement (Compensation Regulations for Inventors in relation to patents at KPN).

# **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 to no probationary period or to a shorter one.

# 2.2 Fixed-term employment contract and temporary work

- 1 KPN and you may enter into three fixed-term employment contracts which will automatically end if the period between these contracts is not longer than three months and these contracts are not together longer than 36 months.
- 2 Have you worked as a temporary for KPN for one period, or for more periods whether or not interrupted by a maximum period of three months? And immediately following, or within three months of the end of, such temporary work were you employed by KPN to perform the same work under a fixed-term employment contract? If so, your entire period as a temporary worker at KPN will be treated as an initial contract for a fixed term. Thereafter, KPN and you may enter into two further fixed-term contracts, which will end automatically. The end date of the final contract must then be less than 36 months following the start of the first period of temporary work.
- 3 Temporary workers who work for KPN Contact BV and perform the same work as employees employed by KPN Contact BV are subject to the provisions of this Collective Agreement as from the beginning of the temporary contract relating to:
  - salary and salary adjustment,
  - overtime compensation and working times supplement, and
  - travel expense reimbursement.

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

4 As of 1 January 2015 the provisions of section 3 also apply to temporary workers who work for KPN BV and perform the same work as employees employed by KPN BV.

## 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.
- 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 (Wet Flexibiliteit en Zekerheid).
- 3 How does your employment contract end when you retire? Your employment contract will end automatically on the date on which you reach state retirement age, unless you retire sooner or finish work for a reason referred to in Appendix 8 or 13. In such a case, your employment contract will end at the end of the month preceding the month in which you retire or exercise the rights under Appendix 8 or 13.
- 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 disciplinary measures if you fail to comply with these rules.
- 2 These measures include:

- a. a warning or 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 disciplinary measures if you fail to comply with the KPN regulations covering sick leave, which you can also find at TEAMKPN Online. These measures include the following:
  - 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 under suspension.

#### Working hours, vacations and leave

## **Working hours**

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

The provisions of the Working Hours Act (Arbeidstijdenwet) 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

- a. Working hours are the hours between the start and finish times prescribed for your duties.
- b. 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.
- c. Are you placed in the Customer Expert group and are you placed within a rotating roster? As an exception to the provisions under part b, your normal maximum working hours are 8 hours per day and 40 hours per week. This does not apply to you if as at 1 November 2014 you are placed in the Customer Expert group, were before this date placed in the General group, and are placed within a rotating roster. In such a case only the provisions under parts a and b apply to you.

## Night shift:

- a. In a night shift you work entirely or partly between 00.00 and 06.00.
- b. During a nightshift you work a maximum number of 9 hours.
- c. You may not work more than 6 night shifts in a row.
- d. In 13 successive weeks, you may not work more than 25 night shifts. However, if your work finishes before 02.00, you may work no more than 52 night shifts in that period of 30 weeks.

## Breaks:

- a. A break is an uninterrupted period of at least 15 minutes in which you are not required to work.
- b. 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.
- c. Unless your manager decides differently, the break is your own time.
- d. Breaks of one hour or less between 22.00 and 06.00 are considered working hours, if at least 3.5 of those working hours fall between 00.00 and 06.00.
- e. Your break may be forfeited 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.
- f. Are you placed in the Customer Expert group and are you placed within a rotating roster? In addition to the above in the case of a shift of 4 hours you are entitled to a paid break of 15 minutes of which at least 10 minutes are scheduled to be consecutive. Furthermore, in such a case if you work a shift of 5 hours you are entitled to a paid break of 20 minutes. Your manager will ensure 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.
- g. The provision under part f does not apply to you if as of 1 November 2014 you are placed in the Customer Expert group, were before this date placed in the General group, and are placed within a rotating roster. In such a case, only the provisions under parts a to e, inclusive, apply to you.

#### Stand-by:

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

#### Overtime:

a. 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:

- Easter Sunday and Easter Monday
- Whit Sunday and Whit Monday
- Ascension Day
- 24 December from 18.00, Christmas Day and 26 December
- 31 December from 18.00 and New Year's Day
- the day on which the birthday of the head of state is celebrated
- every five years, Liberation Day.

You will only work on Sunday 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 hours (general rule)

- 1 Your manager will decide when you work. As far as is reasonably possible, your manager will take into account your private circumstances. Your private circumstances may include your duty to care for children, care for family members who are dependent on you and any 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.
- 3 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.
- 4 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.
- If you work in accordance with the 'The New Way of Living and Working' model other provisions apply which you can find in Article 7.12.
- Are you are placed in the Customer Expert group and placed within a rotating roster? Sections 3 to 5 of this article will not apply to you. However, your manager can re-determine your working hours if your circumstances change. The aforesaid parts of this section do not apply to you if as of 1 November 2014 you are placed in the Customer Expert group, were before this date placed in the General group, and are placed within a rotating roster. In such a case sections 3 to 5 do apply to you.

#### 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 for making known a roster.

#### Vacations and leave

#### 3.5 Accrual of vacation entitlement

- 1 Each calendar year you are entitled to vacations. 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 calculate your entitlement pro rata the number of hours that you would have accrued over a full calendar year.

- If you leave KPN in the course of the calendar year KPN will calculate your entitlement on the basis of the time that you were in its employ in that year. Your vacation accrual will be calculated pro rata the number of full calendar months of your employment. If your employment contract lasted less than two months, KPN will calculate your vacation entitlement according to the exact number of days of your employment.
- 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 vacations

- 1 You must request any vacation via Atrium/MijnHR. 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.
- In consultation with the Works Council, KPN may designate certain days as vacation days for its entire workforce or large groups of personnel.
- Vacations are 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 set further conditions for how you take your vacation. Where applicable vacation requests will be approved based on rules agreed with the Works Council. If this is not possible, your manager will arrive at a solution in consultation with you.
- 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 1 July 2010 and 1 January 2011.
- If you leave your employment 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, section 1 of this provision applies.

# 3.7 Purposes for individual assignment of vacation entitlement for employees of KPN Contact BV

If you have an individually assigned vacation entitlement of 85 or 92 hours for full-time employment, you may use these hours for the purposes shown in Appendix 16.

#### Remuneration

#### Salary

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

Chapters 8 to 12 and Chapter 15 contain the arrangements agreed for your fixed and variable remuneration. This Chapter deals only with the arrangements that apply to all employees. The group into which your position falls (General, Sales, IT, Retail, Strategic Recruitment or Customer Expert) 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 have given to KPN.

## 4.3 Determination of salary

- 1 Your salary will be based on the salary table that applies to you (see Chapters 8 to 12 and Chapter 15). 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.
- If you believe that the standard position is not in keeping with the substance 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.
- 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.
- 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.
- 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 will lapse.
- 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 to 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 sections 1 and 4.
- 10 Have you begun employment with KPN on or after 1 November 2014, do you fall within the Young Talent Program after that date, and have you completed a higher education course? Contrary to the first sentence of section 4, your starting salary is then 80% of the normative salary of scale 9

for the group into which you are placed at the start of your employment by KPN on the basis of your work.

## 4.4 Vacation pay

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

#### 4.5 Additional hours

- 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 to 12 and Chapter 15), 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 work incapacity;
  - the size of benefits under voluntary early retirement;
  - your pension;
  - transitional pre-pension provisions (Appendix 6);
  - the Collective Agreement Budget.
  - You may also qualify for the allowance for working unusual hours (see article 4.7) for these hours.
- 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.

- Are you are placed in the Customer Expert group and placed within a rotating roster? Instead of being bound by provisions in sections 1 to 3, you are governed by sections 5 to 8. This does not apply to you if as at 1 November 2014 you are placed in the Customer Expert group, were before this date placed in the General group, and are placed within a rotating roster. In such a case sections 1 to 3 do apply to you, whereas sections 5 to 8 do not.
- If you are a part-time employee and work more hours than contracted at your manager's request, this may involve additional hours. KPN sets a part-time quarterly hour standard for you in this case. KPN 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.
- The additional hours worked are compensated in time off. This time off is equal to the number of hours by which you exceeded the part-time quarterly hour standard in a particular quarter.
- 7 You take your compensation time off in the calendar year in which the additional hours were worked.
- 8 Your manager may decide that time off is not in the interests of KPN. In that case, you will receive compensation in money equal to your hourly salary for each additional hour. You will accrue vacation over these hours. Additional hours also count towards:
  - payment during work incapacity;
  - the size of benefits under voluntary early retirement;
  - your pension;
  - transitional pre-pension provisions (Appendix 11);
  - the Collective Agreement Budget.

#### **Allowances**

#### 4.6 Labour market allowance

Your manager may award you a labour market allowance in the interests of the company. Your manager will decide the period for which you will receive this temporary allowance. The allowance may take the form of a gross monthly payment. The labour market allowance may also be a separate on-target-percentage as part of the variable remuneration. In such a case any extra bonus payment will be calculated in accordance with the variable remuneration scheme that applies to you.

## 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, as set out in the following table.

	0.00-6.00	6.00-7.00	7.00-8.00	8.00-14.00	14.00-18.00	18.00-19.00	19.00-22.00	22.00-24.00
Monday to	40%	20%	-	-	-	-	20%	40%
Friday:								
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 or between 19.00 and 22.00, you will receive an allowance only if your work starts before 06.00 or ends after 20.00.

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 following table.

Hours:	0.00-6.00	6.00-8.00	8.00-14.00	14.00-18.00	18.00-22.00	22.00-24.00
Monday to	40%	20%	-	-	20%	40%
Friday:						
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 or between 18.00 and 22.00, you will receive an allowance only if your work starts before 06.00 or ends after 19.00.

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 work incapacity 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.

- 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 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 undertook different work.
- 5 KPN will raise the total amount of the allowance for working unusual hours calculated in accordance with this provision by 8%.
- Are you placed in the Customer Expert group and placed within a rotating roster and you were not placed in the General group before 1 November 2014? Then section 2 does not apply to you, and section 7 applies instead. Furthermore, sections 3, 4 and 5 do not apply to you.
- 7 Section 2 does not apply to employees as referred to in section 6, and the following applies instead. The allowance is a percentage of your hourly salary. The percentage depends on the day and time that you worked, in accordance with the following table.

	0.00-6.00	0.00-7.00 (*)	6.00-14.00	14.00-22.00	22.00-24.00
Monday to Friday	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.
- (\*\*) If the percentage alongside 'Public holiday' applies to you, none of the other lines in this table apply to you.

## 4.8 Pensionable salary

- 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 labour market allowance (see 4.6);
  - the Flextime allowance (see 8.3 or 10.3);
  - the transfer allowance (see 4.3 section 8 and Article 5.1 of the 2014-2015 KPN Social Plan or the corresponding article from a previous KPN Social Plan);
  - the placement allowance;
  - the demotion allowance (see 7.11);
  - 75% of the Collective Agreement Budget awarded;
  - the compensation allowance for the amended OTP or the bonus opportunity as at 1 August 2014 (as referred to in 10.10, section 2), as at 1 November 2014 (as referred to in Appendix 17, Article 3), or as at 1 January 2015 (as referred to in 8.8, section 2 and 15.7, section 4);
  - as from 1 January 2015 for employees of KPN Contact BV: any OVR1 allowance, any OVR2 salary allowance, and/or any placement allowance under Appendix 15, having regard in each case to any part-time factor.
- For pension accrual purposes, the following payments are treated as variable pensionable salary:
   the allowance for working unusual hours (see 4.7).
- 4 Are you employed by KPN Contact BV? Contrary to sections 1, 2 and 3, up to 1 January 2015 your pensionable salary is the monthly salary plus 75% of the Collective Agreement Budget, 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.
- As at 1 January 2015 the maximum pensionable salary is set at €100,000. This sum will be amended each year on the basis of tax legislation.

# **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 request 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 have to 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 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.

- 3 There are some hours that do count as worked hours when determining the number of overtime hours, namely:
  - the hours that you are incapacitated for work;
  - the hours when you received time off;
  - the hours of vacation or special leave that you took.
- 4 The overtime compensation consists of:
  - time off, equal to the number of overtime hours and
  - a supplement in money for each hour of overtime.
- You will be awarded time off 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.
- Your manager may decide that time off 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 referred to in section 4 is a percentage of your hourly salary. The percentage is:

a.	Monday 06.00 to Saturday 18.00 for the first 2 overtime hours per day	30%
b.	Monday 06.00 to Saturday 18.00 for the overtime hours after the first 2	
	overtime hours per day	50%
C.	Saturday 18.00 to Monday 06.00	100%
d.	public holidays	200%
e.	the day following a public holiday from 00.00 to 06.00	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 of the day that follows a public holiday. The supplement will be 200% of your hourly salary.
- 9 Are you are placed in the Customer Expert group and placed within a rotating roster? Then sections 2 to 8, inclusive, do not apply to you, and sections 10 to 14 apply instead. Have you been placed in the Customer Expert group as of 1 November 2014 and were you before that date placed in the General group and placed within a rotating roster? In that case sections 2 to 8 do apply to you, whereas sections 10 to 14 do not.
- 10 The overtime worked is compensated in time off. This time off is equal to the number of overtime hours worked.
- 11 You take this time off in the calendar year in which the overtime hours were worked.
- 12 Your manager may decide that time off is not in the interests of KPN. In that case, you will receive a compensation in money equal to your hourly salary for each hour of overtime.
- 13 In addition to overtime being compensated by time off (see section 10) or in money (see section 12), KPN will pay you an overtime supplement for every hour of overtime worked. This supplement is equivalent to 20% of your gross hourly wage. KPN will pay this supplement after the end of each quarter.
- 14 The following full-time quarterly hour standards have been set for the last quarter of 2014 and the first quarter of 2015:

Quarter	
From 1 October 2014 to 31 December 2014	528
From 1 January 2015 to 31 March 2015	512

# 4.11 Stand-by supplement

- 1 The provisions of this article apply if you have been placed in any of the scales between 1 and 10 inclusive
- You will receive a supplement if you have been scheduled to work stand-by 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 section 2 of these provisions.
- 4 You may sometimes be required to work stand-by hours. If so, you will receive compensation for the hours that you worked during the stand-by hours (including travel time). The compensation will be:
  - time off in compensation 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 to Saturday 18.00 50%
Saturday 18.00 to Monday 06.00 100%
Public holidays 200%
the day following a public holiday from 00.00 to 06.00 200%

You will receive this compensation additional to the compensation under sections 2 or 3.

- Your manager will decide in consultation with you when you may take the time off. Your manager may decide that time off 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.
- Have you been placed in the Customer Expert group or are you employed as of 1 November 2014 by KPN Contact BV and as of that date placed in the General group? If so, sections 1 to 6 do not apply to you, and the provisions of sections 8 to 10 apply to you instead. This does not apply to you if as of 1 November 2014 you are placed in the Customer Expert group and before such date were placed in the General group. In such a case sections 1 to 6 do apply to you, whereas sections 8 to 10 do not.
- 8 Stand-by service involves being available for work at your manager's request for an uninterrupted time of 7 x 24 hours.
- 9 You will receive a supplement of €158.82 gross per week for being on stand-by (7 x 24 hours).
- 10 The time that you work as part of the stand-by service will be compensated in time off in the two quarters following that in which the service is performed. If time off 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.

## 4.12 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.
- Waiting time is time when you have a commitment towards KPN, but without actually performing work, being on stand-by or working mobile. Waiting time occurs if you must travel longer distances 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. Firstly, 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 are required to 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. Secondly, your working hours, break, overtime and any additional hours on that day will be added up;
  - c. The total time from section 3b will be deducted from the basic time from section 3a;
  - d. The difference will be the hours of waiting time.
- 4 Compensation for waiting time consists of time off for the number of hours of waiting time. Your wishes for taking this time will be taken into account as far as possible.
  - Your manager may decide that time off 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; or
  - your position requires that you generally perform your work at different places in the country. Mobile working excludes attending courses and taking training.
- If you have been placed in the category of mobile employees, you will qualify for compensation of travel time. The compensation for travel time consists of time off equal to the number of travel hours. Your wishes for taking this time will be taken into account as far as possible. Your manager may decide that time off 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 sections 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 a public holiday. The supplement is equivalent to 100% of your hourly salary. You will receive the supplement in addition to any entitlement to an allowance for working unusual hours. If a public holiday falls on a day other than a Saturday or Sunday, you will additionally receive time off equal to the number of hours worked.
- 3 If you are required to work before 06.00 on the day following a public holiday, you will receive a supplement equal to 100% of your hourly salary.
- 4 Sections 1, 2 and 3 do not apply to you if you are placed in the Customer Expert group and you are placed within a rotating roster, and were not placed in the General group before 1 November 2014.

#### Miscellaneous

## 4.15 Long-service bonus

- 1 You will receive a long-service bonus if you have been employed by KPN or by its legal predecessor for 25 or 40 years. The bonus 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 bonus you receive is therefore a net amount.
- 2 KPN will calculate the long-service bonus based on your monthly salary at the date of your long-service milestone.
- If you switched from full-time to part-time during your employment or vice versa, KPN will determine the amount of the long-service bonus proportionately, based on the time that you worked for KPN part-time or full-time.

#### 4.16 One-time payment

Were you continuously employed during the period between 1 April 2014 and 1 October 2014? If so, in October 2014 you will receive a one-time payment of €290.00 gross on the basis of full-time employment. If you work part time, the payment will be calculated pro rata your part-time percentage.

#### Social insurance benefits

## 5.1 Payment during period of work incapacity

1

- a. Duration and level of payment
  - If you are unable to work because you are sick, you will be considered incapacitated for work. During your absence from work KPN will pay you your monthly income, Collective Agreement Budget supplement and any other personal supplements you receive due to the increase in your contribution to the cost of the pension scheme as of 1 July 2010 and 1 January 2011. Periods of work incapacity will be totalled if they follow each other with any periods of return to work in between not exceeding 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.
- b. Did you become incapacitated for work before 1 July 2014? In the first 52 weeks of your work incapacity, KPN will top up to 100% your monthly income, your Collective Agreement Budget supplement and the personal supplement, previously referred to in this provision.
- c. Did you become incapacitated for work on or after 1 July 2014? In the first 26 weeks of your work incapacity, KPN will top up to 100% your monthly income, your Collective Agreement Budget supplement and the personal supplement, previously referred to in this provision. In weeks 27 to 52, inclusive of your work incapacity, the top up is 90% and from weeks 53 to 104, inclusive, the top up is 75%.
- d. During your work incapacity, 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, sections 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 in the event of work incapacity occurring before 1 July 2014:

Work incapacity	Continued payment	Pension accrual
Weeks 1 to 52	100%	100%
Weeks 53 to 104	70%	100%

The table below shows the payment and pension accrual in the event of work incapacity occurring on or after 1 July 2014:

Work incapacity	Continued payment	Pension accrual
Weeks 1 to 26	100%	100%
Weeks 27 to 52	90%	100%
Weeks 53 to 104	75%	100%

#### e. 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.

f. 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:
  - a. KPN or UWV (Employee Insurance Agency) impose a sanction on you, for example because you do not cooperate in returning to work; or
  - b. Your work incapacity 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 assign the compensation claim to KPN;

- c. KPN is able to recover the lost wages from a third party and you fail to provide the required information despite having been requested to do so by KPN;
- d. 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

- 1 You are entitled to occupational healthcare.
- 2 KPN provides good working conditions in accordance with the prevailing laws and regulations.
- 3 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 first opinion.
- 4 KPN will reimburse any travel and subsistence expenses you incur for the said medical examination. KPN will set the level of this reimbursement based on the KPN rules for allowances (domestic business trips).

#### 5.3 Prevention and reintegration

- 1 KPN takes the following measures to prevent work incapacity:
  - 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 work incapacity.
- 2 If you are incapacitated for work, KPN will promote your return to work by:
  - a. engaging medical and other 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 work incapacity

- 1 Top-up insurance under the WIA top-up insurance (WIA-Bodemverzekering) You may take out the WIA top-up insurance. This 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 is equivalent to 70% of the daily wage for social security purposes and is paid out in proportion to your work incapacity.

- 2 Top-up insurance under WGA top-up insurance (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 work incapacity.

- 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 employed by KPN on 31 March 1996; and
  - b. on 1 April 1996 you had 25 or more years of service; and
  - you were employed continuously by KPN from 31 March 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.
- Appendix 9 applies to you if you were born on or after 1 January 1950.
- 4 You must register your early retirement in Atrium/MijnHR 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.
- If you are employed by KPN Contact BV, sections 1 to 5 of this article do not apply to you, and Article 5.9 applies to you instead, where relevant.

#### 5.6 Pension

- 1 KPN will enrol you as a member of the KPN Pension Fund (Stichting Pensioenfonds KPN). Your membership is mandatory. The pension scheme as varied from time to time applies to you.
- 2 You will 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.
- Until 1 January 2015, 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. As of 1 January 2015 your contribution to the costs of the pension scheme amounts to 7% of your pensionable salary as defined in Article 4.8, 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 set out in the pension regulations.
- Were you employed by KPN BV (not KPN Contact BV) before 1 January 2011 and have remained permanently employed by KPN BV since then? As an exception to the preceding section, 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 Section 4 of this Article is a standard provision in the KPN Collective Agreement 2011 replacing provision 5.6 section 4 of the KPN Collective Agreement 2010. This means that the level of the personal contribution that applied on 31 December 2010 pursuant to provision 5.6 section 4 of the KPN Collective Agreement 2010 for employees as referred to in section 4 is ineffective as of 1 January 2011.
- For employees who qualified as employees before 1 January 2011 according to the KPN Collective Agreement 2010 and who on 31 December 2010 were not employed by KPN Contact BV, and have remained in the service of the company continually since then, a personal gross supplement applies as of 1 January 2011. This supplement serves as compensation for the increase in the costs of the pension scheme as of 1 January 2011, pursuant to Article 5.6 section 6 of the KPN Collective Agreement 2011.
- 7 For employees who qualified as employees on 30 June 2010 according to the KPN Collective Agreement 2008-2009 and remained in the service of the company continually since then, a personal gross supplement applies as of 1 July 2010. This supplement serves as compensation for the increase in the costs of the pension scheme as of 1 July 2010, as described in Article 5.6 sections 6 and 7 of the KPN Collective Agreement 2010.
- 8 Employees who were employed by KPN Contact BV on 31 December 2014 and whose contribution to the costs of the pension scheme as at 1 January 2015 is more than as at 31 December 2014, will be compensated by means of a normative personal gross supplement. This compensation is equal to 50 per cent of the difference between (i) the contribution as at 31 December 2014 calculated on the basis of the average of the age cohort applying on that date and the cohort immediately following, including the ANW top-up premium, and (ii) the contribution as at 1 January 2015.
- 9 The conditional supplements policy is established by the board of the pension administrator, following consultation with the social partners. This consultation applies only at the start of the new pension scheme as of 1 January 2015. The aim is to establish a realistic supplements policy within

the current statutory and regulatory framework, with the supplements policy applied by the pension administrator at the end of 2013 as a starting point. There is no reserve created and no premium paid for this conditional payment of supplements. In other words, these are entirely financed from the investment returns of the pension administrator.

- 10 Changes in the pension scheme on 1 January 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.
- 11 Sections 1 to 10 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' dated 20 December 2012; and/or
  - Telfort Zakelijk and if you are subject to the 'Integratieafspraken Atlantic Telecom Arbeidsvoorwaarden naar KPN CAO' dated December 2012.

The 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'. This section lapses as at 1 January 2015 since this new pension scheme has been agreed with the social partners.

- 12 Are you employed by KPN Contact BV? Up to 1 January 2015 sections 13 to 16 apply instead of sections 1 to 11, without prejudice to Article 5.9.
- 13 You are offered a pension scheme based on:
  - a retirement pension with a retirement age of 67 years;
  - an offset equal to the offset that applies for employees who are members of the Stichting Pensioenfonds KPN as referred to in section 3 of this article;
  - a dependent's pension based on risk insurance;
  - a 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.
- 14 KPN Contact will register you with the pension fund.
- 15 KPN Contact makes a maximum of 7.4% of the pensionable wage bill available (of the employees employed by KPN Contact) for the accrual of pension entitlements including administration costs. The pensionable wage bill is the total of the pensionable salaries of all employees of KPN Contact BV.
- 16 The provisions concerning the pension scheme are set out in the pension regulations of the Stichting Pensioenfonds KPN (KPN Contact pension scheme).

#### 5.7 Transitional pre-pension provisions

- 1 You qualify for the transitional pre-pension provisions in Appendix 6 if you have been employed by KPN continuously since 31 March 2000 and were born before 1 January 1950.
- You qualify for the transitional provisions compensating for the loss of the prospect of a prepension, as described in Appendix 7, if you have been employed by KPN continuously since 31 March 2000 and were born between 1 January 1950 and 1 January 1960.
- 3 If you are employed by KPN Contact BV sections 1 and 2 of this article do not apply to you, and Article 5.9 applies to you instead, where relevant.

#### 5.8 Death benefit

- 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 three 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 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.

# 5.9 Transitional provisions governing pension, VUT, FLO and pre-pension for employees of KPN Contact BV

- 1 If on 30 September 2005 you had prospects of the following on the basis of transitional arrangements:
  - VUT (early retirement), FLO or pre-pension, or
  - entitlement to a different pension allocation and/or premium allocation than indicated in the Collective Agreement 2004-2005 (in effect from 1 April 2004 to 30 September 2005), one of the following provisions may apply to you:
  - if you were born before 1 January 1950 the pension scheme dated 30 September 2005 remains applicable;
  - if you were born on or after 1 January 1950, 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 1 January 1950 and you have the prospect of VUT, the scheme in Appendix 13 applies;
  - if you were born on or after 1 January 1950 and you have the prospect of VUT, the scheme in Appendix 14 applies;
  - if you have the prospect of FLO, this prospect is retained;
  - if you were born before 1 January 1950 and you have the prospect of pre-pension, the scheme in Appendix 11 applies;
  - if you were born on or after 1 January 1950 and you have the prospect of pre-pension, the scheme in Appendix 12 applies.
- 2 Changes to the pension scheme on 1 January 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 10 to 15.

## **Employer contributions**

## 6.1 50% discount scheme

- 1 You can get a 50% discount on the recommended price of a number of KPN's products and services. Even if any other sort of discount applies to the recommended price of the product or service, the total discount cannot be more than 50%.
- 2 Under 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. Carry-forward from earlier years is only possible if you were employed by the company for all or some of those years. 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 in travel between home and 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 part of a journey for which KPN has arranged the transport.
- 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 between home and work, and
  - the number of days per week that you make this journey.

Contribution towards commuting expenses in euros

	Number of commuting days per week				
Number of	1	2	3	4	5
kilometres (one					
way)					
1	5.86	11.70	17.56	18.56	18.56
2	5.86	11.70	17.56	18.56	18.56
2 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 commute 1 day per week;
- €11.40, if you commute 2 days per week;
- €17.10, if you commute 3 days per week;
- €22.80, if you commute 4 or more days per week.
- If you do not commute the same number of days every week, you will receive an adjusted contribution. KPN will calculate this contribution based on the contribution applicable to one day's travel per week and the number of times that you actually commuted in a month. The contribution will not be higher than the amount in the table in section 2 that is payable for four or more days of commute. The minimum amounts are:
  - €5.70, if you commute at least 4 days per month;
  - €11.40, if you commute at least 8 days per month;
  - €17.10, if you commute at least 13 days per month;
  - €22.80, if you commute 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 commute between home and work; and
  - your one-way commuting distance exceeds 30 km; and
  - you normally commute four or more days a week.

If you commute fewer than four days per week, you may submit an expense claim for the public transport costs you incurred. When you submit such claim you must provide proof that you have actually incurred these costs.

- If you have not commuted to 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 recommence commuting to work.
- 6 If, on average, you commute to your normal workplace 60% or more of your working days, KPN will ensure you can benefit from tax incentives available to employees using a bicycle or public transport to commute.
- 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 Living and Working' model, the above provisions will apply up to and including section 6.
- 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 Living and Working model', the provisions of sections 1 to 6 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 with which you will be issued. In this situation, your manager may also give you permission to use your own transport instead of public transport. The KPN Scheme for reimbursing domestic business trips published on TEAMKPN Online is applicable to such situations.
- 9 If you work continuous shifts at the SQC, WSD or AVMC in Hilversum or at Mobirail in Waalhaven, it may be difficult or impossible to make use of public transport 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 As a result of the provisions of Article 13.28 or 14.25 of the KPN Collective Agreement 2013 (Commuting) no longer applying to you as of 1 November 2014 and the provisions of this article applying to you instead, do you receive a smaller contribution towards your commuting expenses? If so, you will receive a single gross payment calculated by multiplying together the following factors:
  - the number of months in which between 1 November 2013 and 1 November 2014 you received a contribution on the basis of the provisions of Article 13.28 or 14.25 of the KPN Collective agreement 2013:
  - the difference between the monthly contribution as at 1 November 2014 on the basis of this article, and the average contribution per month over the period described in bullet point one;
  - factor of two.
- 11 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 interests of the company and move home to live closer to your new workplace, your manager may decide to give you a contribution towards your removal costs, 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 from your current address.

You get the contribution as soon as your manager has approved your new place of residence.

- 2 The contribution towards removal costs 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 have 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:
  - <sup>3</sup>/<sub>4</sub> 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 removal costs, including packing and unpacking costs.
- 5 To qualify for the contribution towards your removal costs, 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 in commuting, based on the table shown in section 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 travel distance has increased by 10 km or more.

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

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 work part-time, KPN will calculate the contribution in proportion to the number of days that you work.

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

- 3 KPN will ensure you can benefit from tax incentives 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 Living and 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 with which you will be issued. In this situation, your manager may also give you permission

- to use your own transport instead of public transport. The KPN Scheme for reimbursing domestic business trips published on TEAMKPN Online is applicable to such situations.
- 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;
- more than 10% of the use of the telephone is for business calls.

## 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. Given this background, for you to be - and remain - employable to your maximum potential, it is important that you keep your knowledge updated. 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 you 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

- 1 You have an Employability Budget (Inzetbaarheidbudget) of €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 1 July you will get a budget of €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 except in the case of compelling 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 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 interests 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 €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 are deemed to mean the cost of the course, examinations, books, other educational resources and accommodation.
- 5 The repayment scheme referred to in section 4 specifies that:
  - If within 24 months after completion of the training course your employment contract is terminated by any 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 employed by KPN for less than 24 months since the completion of the course by 24 and multiply this total by the costs described above.
- Regardless of the amount paid by your manager in excess of the Employability Budget for your training course, if you do not complete the course, 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 section 4, you should make agreements about what proportion of the time to be invested should take place in your own time and what proportion during working hours.

## 7.6 APL (accreditation of prior learning)

For the duration of this Collective Agreement KPN 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 two interviews with an external consultant with understanding of the internal and external labour market. You pay your contribution towards the cost of this SE measurement (DI-meting) out of your Employability Budget.

## 7.9 Health check

In KPN Academy you may also opt for a health check that you pay for out of your Employability Budget. If, after this health check, you are advised to follow a '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 You can arrange with your manager 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

- 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.
- 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 preceding section is calculated once on the date that you transfer to the lower position and is not indexed after that. The allowance will be gradually reduced over 36 months. In the first 12 months you will receive the full demotion allowance, in the second 12 months two thirds, 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.
- 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 the demotion allowance will lapse.

## Work and private sphere

## 7.12 Working in accordance with the 'The New Way of Living and Working' model ('Het Nieuwe Leven & Werken')

- 1 KPN is gradually introducing the 'The New Way of Living and 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 Living and Working' model is introduced within your department, your manager and you will agree on the way in which work that is independent of time and place will be performed in your case, unless your manager decides that you are unable to work in line with this model. In the latter case, he will give you his reasons for such decision.
- 2 This provision shall apply in place of provision 3.3 if you work in accordance with the 'The New Way of Living and 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 where the work is undertaken.
- As an employee you are responsible for ensuring 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 The Collective Agreement parties aim to investigate whether the introduction of the 'self-scheduling' module is possible and desirable within departments where 'The New Way of Living and Working' cannot be applied.

## 7.13 Informal care

- 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 for longer than three months.
- 2 If you want to provide informal care, you should discuss this with your manager. Informal care can be made possible by applying 'The New Way of Living and Working', insofar as this applies to you and/or by taking advantage of leave schemes under the Work and Care Act (Wet arbeid en zorg). Your manager will also discuss 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 to the individual circumstances.

## 7.14 Special leave

- 1 You are entitled to special leave in the following situations:
  - 4 days' leave on the death of your spouse, of one of your parents, stepparents or parents-inlaw or your child, stepchild or child related by marriage/affinity; or
  - 2 days' 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 1 July 2010 and 1 January 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 <u>Unmarried, but cohabiting with a life partner</u>
  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
- 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 (Wet arbeid en zorg), 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.
- If special leave coincides with a 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 not refuse this kind of different use of your budget unless 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, but only if there are important reasons for doing so and after consultation with you. An example of an important reason is the wish of other employees 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 During parental leave you will be a part-time worker. 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 you not 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 interests 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 entered into a 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.

## 7.17 Sabbatical leave

- 1 You are entitled to sabbatical leave if you have been continuously employed by KPN for at least 36 months. Sabbatical leave is a period in which you take completely unpaid leave. A period of sabbatical leave lasts no more than six months and must be agreed in advance between the employee and the manager. The period between two periods of sabbatical leave cannot be less than 36 months.
- Your employment contract with KPN during your sabbatical leave remains binding. Following your period of sabbatical leave, KPN will place you back in your former job, provided that this period of leave has not been longer than six months. This does not apply if during your sabbatical leave you are notified in accordance with Article 2.2 of the KPN Social Plan 2014-2015 (the supernumerary notice). You will then become supernumerary as of the final day of the sabbatical leave or such later date as supernumerary notice takes effect.
- 3 During sabbatical leave you must be available to receive information about reorganisations that are relevant to your employment contract with KPN. Your manager and you will make arrangements concerning your contactability.
- During sabbatical leave neither you nor KPN are liable for any premiums. If wages or any wage components are paid out during sabbatical leave, KPN will deduct the employee's premiums payable on these, in the same way as if you had not taken any sabbatical leave.
- If you are entitled to any payments based on a period that you have worked, such as variable remuneration, then the period of sabbatical leave is disregarded in calculating such payment. Any payment will be calculated pro rata the period worked.
- The collective accidents Insurance as referred to in Article 1.11 remains in force throughout the sabbatical leave.
- 7 No vacation entitlement is accrued during a period of sabbatical leave.
- 8 During a period of sabbatical leave you are not entitled to allowances, supplements or contributions, including the contribution towards commuting costs, (Article 6.2), telephone costs (Article 6.5 and the company regulations) or the reimbursement of other costs.
- 9 If you so request, the following payments can be continued at your expense during your sabbatical leave:
  - pension scheme
  - higher-earners' pension scheme
  - WIA basic and WGA gap insurance
  - ANW gap insurance.
- 10 If you have loaned property belonging to KPN such as a company car, mobile phone, or notepad, these must be returned to KPN before the start of the sabbatical leave. During your sabbatical leave you may not use such company property.
- 11 If you die during a period of sabbatical leave, KPN will pay out the death benefit as described in Article 5.8 of this Collective Agreement on the basis of the monthly income you received prior to the period of sabbatical leave.

## **Miscellaneous provisions**

## 7.18 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. Each calendar year, KPN will make available 20 temporary jobs to persons who, as a result of a permanent/chronic medical restriction, have a weak position in the labour market.

## **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.

## **Employment conditions specific to employees placed in the General Group**

## 8.1 Categorisation

- 1 If you fall into this group, which KPN will determine on the basis of your work, your employment conditions will be those stated in this Chapter.
- 2 If on 31 October 2014 you are placed within this group you can be placed in the Customer Expert group on the basis of the nature of your work including the criteria set out in Appendix 20 as of 1 November 2014. In this case the specific employment terms applicable to the General Group continue to apply to you with the proviso that as of 1 January 2015 the KPN Plan no longer applies to you and the KPN Service Plan applies instead. If relevant, a number of specific transitional provisions in this Collective Agreement also apply to you.
- Were you placed in Chapter 13 (staff directly employed by KPN Contact) as at 31 October 2014 and placed in this Chapter as of 1 November 2014? Your salary scale is calculated on the basis of Appendix 22 ('Conversion matrix KPN Contact job matrix to KPN job matrix').

## 8.2 Working hours

The normal working hours for a full-time employee are an 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 Vacations

Each calendar year you are entitled to vacations. 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 1 April 2014 the following salary table will apply. The gross amounts per month for a full-time employee working 37 hours per week are set out.

Salary table General group as of 1-4-2014 Monthly full-time salaries in euros					
scale	starting salary	normative salary			
1	1,566	1,840			
2	1,593	1,977			
3	1,657	2,166			
4	1,724	2,288			
5	1,861	2,425			
6	1,980	2,593			
7	2,207	2,866			
8	2,393	3,201			
9	2,615	3,643			
10	2,991	4,128			
11	3,356	4,761			
12	3,807	5,542			
13	4,363	6,505			

## 8.6 Individual salary adjustment on 1 April 2014

Your monthly salary for March 2014 may be raised on 1 April 2014 depending on your appraisal for 2013 and your relative position in the salary scale (RSP) on 31 March 2014. 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 April to no later than October 2014 will be allocated and paid no later than October 2014.

	table as of 1-4-2014 of the actual salary				
			devel	opment	
		unsatisfactory	needed	successful	excellent
RSP	up to 80%	_	2.7	3.2	4.7
	80 to 90%	-	2.2	3.1	4.0
	90 to 100%	-	1.7	2.6	3.6
	100 to 105%	-	-	1.7	2.9
	105 to 115%	-	-	-	1.55

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

The maximum RSP attainable is:

- 100% for an appraisal score of 'development needed';
- 105% for an appraisal score of 'successful';
- 115% for an appraisal score of 'excellent'.

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

Do you come within the Young Talent Program? In addition to your normal appraisal you will undergo a potential appraisal that assesses your potential for growth for more demanding jobs in the future. This potential appraisal has no direct consequences for your salary.

## 8.7 Collective Agreement Bonus

Up to 1 January 2015, you qualify for a Collective Agreement Bonus or Special Collective Agreement Bonus. As of this date, this scheme lapses and either the KPN Plan or, on the basis of Article 8.1 section 2, the KPN Service Plan, applies to you. Appendix 1B contains the arrangements agreed for the Collective Agreement Bonus. The table below shows the percentages achievable, if you meet the agreed collective targets and your appraisal score is 'successful'.

Bonus percentages for General group as of 1-4-2014				
Standard Collective Agreement Bonus	6.75%			
Special Collective Agreement Bonus	12.25%			

- Are you placed in the General group as a result of the lapse of Chapters 13 or 14 as of 1 November 2014, or will you be employed by KPN Contact BV in November or December 2014 and will you be placed in the General group? Then the following applies instead of section 1. The Collective Agreement Bonus as referred to in section 1 does not apply to you. Do you fall within the Bee the Best scheme as applied within KPN Contact? Up to 1 January 2015 this continues to apply to you and as from that date the scheme lapses and is replaced by the KPN Plan.
- Is the transitional arrangement under Article 10.12 applicable to you? If so, sections 1 and 2 of this article do not apply to you up to 1 January 2015.

#### 8.8 KPN Plan

As of 1 January 2015 you are eligible under the KPN Plan, whereby the Special Collective Agreement Bonus and Collective Agreement Bonus schemes lapse. Appendix 2A contains the arrangements agreed for the KPN Plan. The table below shows the percentages achievable, if you meet the agreed collective targets and your appraisal score is 'successful'. The level of your position determines the percentage that applies to you.

I/DN Dlan name							
	KPN Plan percentages as at 1-1-2015						
Percentage of the actual salary							
scale							
1	4.5%						
2	4.5%						
3	4.5%						
4	4.5%						
5	5.0%						
6	5.0%						
7	5.0%						
8	5.0%						
9	5.0%						
10	7.0%						
11	7.0%						
12	9.0%						
13	9.0%						

2 If as at 1 January 2015, as a result of the Special Collective Agreement Bonus scheme no longer applying to you and the KPN Plan applying to you instead, your bonus opportunity is reduced, you will be paid a gross allowance as at 1 January 2015. This allowance is calculated as 40 per cent of the difference between the bonus opportunity applying to you as at 31 December 2014 and the bonus opportunity applying to you as at 1 January 2015, multiplied by your salary for December 2014. On TEAMKPN Online you can find a sample calculation on the basis of which this system is explained.

This allowance is not indexed and also not varied in line with salary increases, with the proviso that in the case of a change to a higher salary scale within KPN the amount of the allowance will be converted to salary insofar as the normative salary is not yet reached on the new scale. This allowance is the basis for calculating the Collective Agreement Budget, the variable remuneration, pension accrual, and hours-related supplements as allocated by KPN and is still paid in the event of sick-leave. For this specific situation this allowance is also the basis for any Social Plan calculation.

- If as at 1 January 2015, as a result of the Special Collective Agreement Bonus scheme no longer applying to you and the KPN Plan applying to you instead, your bonus opportunity is increased, your salary for 31 December 2014 will be reduced as at 1 January 2015 by 40 per cent of the difference between the bonus opportunity applying to you as at 31 December 2014 and the bonus opportunity applying to you as at 1 January 2015. On TEAMKPN Online you can find a sample calculation on the basis of which this system is explained.
- 4 Does Article 8.7, section 2 apply to you and are you placed in scale 10 or higher as at 31 December 2014? As a result of the application of the KPN Plan your salary will be reduced as of 1 January 2015 by the following percentages:
  - scale 10 and 11 0.1%
  - scale 12 and 13 0.9%
- 5 Sections 1 to 3 of this article will apply as appropriate.
- 6 Does the transitional arrangement under Article 10.12 apply to you? If so, the above sections of this article do not apply to you up to 1 January 2019.
- 7 Does the KPN Service Plan apply to you as of 1 January 2015 by virtue of Article 8.1, section 2? If so, the above sections of this article do not apply to you.

## Employment conditions specific to employees placed in the IT Group

This Chapter lapses as of 1 November 2014.

## 9.1 Categorisation

If you fall into this group, which KPN will determine on the basis of your work, your employment conditions will be those stated in this Chapter.

Are you placed within this group as at 31 October 2014? If so, you will be placed in the General group as of 1 November 2014, from which time the specific employment conditions of Chapter 8 and the transitional arrangements under Appendix 17 will apply to you.

## 9.2 Working hours

The normal working hours for a full-time employee are an 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 Vacations

Each calendar year you are entitled to vacations. 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 1 April 2014 the following salary table will apply. The gross amounts per month for a full-time employee working 40 hours per week are set out.

Salary table IT as of 1-4-2014 Monthly full-time salaries in euros						
scale	starting salary	normative salary				
1	1,676	1,969				
2	1,705	2,113				
3	1,772	2,317				
4	1,845	2,447				
5	1,992	2,595				
6	2,117	2,776				
7	2,362	3,067				
8	2,560	3,425				
9	2,799	3,900				
10	3,201	4,420				
11	3,593	5,096				
12	4,075	5,933				
13	4,671	6,963				

## 9.6 Individual salary adjustment on 1 April 2014

Your monthly salary for March 2014 may be raised on 1 April 2014 depending on your appraisal for 2013 and your relative position in the salary scale (RSP) on 31 March 2014. 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 April to no later than October 2014 will be allocated and paid no later than October 2014.

	table as of 1-4-2014 of the actual salary				
			devel	opment	
		unsatisfactory	needed	successful	excellent
RSP	up to 80%	_	2.7	3.2	4.7
	80 to 90%	-	2.2	3.1	4.0
	90 to 100%	-	1.7	2.6	3.6
	100 to 105%	-	-	1.7	2.9
	105 to 115%	-	-	-	1.55

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

The maximum RSP attainable is:

- 100% for an appraisal score of 'development needed';
- 105% for an appraisal score of 'successful';
- 115% for an appraisal score of 'excellent'.

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

## 9.7 Collective Agreement Bonus

You qualify for a Collective Agreement Bonus or Special Collective Agreement Bonus. Appendix 1B contains the arrangements agreed for the Collective Agreement Bonus. The table below shows the percentages achievable, if you meet the agreed collective targets and your appraisal score is 'successful'.

Bonus percentages IT as of 1-4-2014	
Standard Collective Agreement Bonus	8.25%
Special Collective Agreement Bonus	13.75%

## Employment conditions specific to employees placed in the Retail Group

## 10.1 Categorisation

If you fall into this group, which KPN will determine on the basis of your work, your employment conditions will be those stated in this Chapter.

Are you placed in this group as at 31 October 2014 and do you have job code SSS11 (regional manager) on that date? If so, you will be placed in the General group as of 1 November 2014, from which time the specific employment conditions of Chapter 8 and (if relevant) the transitional arrangements under Article 10.12 will apply to you instead, therefore, of the other specific employment conditions under this Chapter.

## 10.2 Working hours

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

#### 10.3 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.

#### 10.4 Vacations

Each calendar year you are entitled to vacations. 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 1 April 2014 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 ta	Salary table Retail as of 1-4-2014							
Monthly full-time salaries in euros								
	monthly fair time datation in dates							
scale	starting salary	normative salary						
3	1.496	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 1 April 2014

Your monthly salary for March 2014 may be raised on 1 April 2014 depending on your appraisal for 2013 and your relative position in the salary scale (RSP) on 31 March 2014. 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 April to no later than October 2014 will be allocated and paid no later than October 2014.

	table as of 1-4-2014 of the actual salary				
			devel	opment	
		unsatisfactory	needed	successful	excellent
RSP	up to 80%	-	2.7	3.2	4.7
	80 to 90%	-	2.2	3.1	4.0
	90 to 100%	-	1.7	2.6	3.6
	100 to 105%	-	-	1.7	2.9
	105 to 115%	-	-	-	1.55

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

The maximum RSP attainable is:

- 100% for an appraisal score of 'development needed';
- 105% for an appraisal score of 'successful';
- 115% for an appraisal score of 'excellent'.

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

Do you come within the Young Talent Program? In addition to your normal appraisal you will undergo a potential appraisal that assesses your potential for growth for more demanding jobs in the future. This potential appraisal has no direct consequences for your salary.

## 10.7 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 1 April 2014. The amounts apply to a full-time employee aged under 21, with a 37-hour working week.

Age-linked salaries Retail as of 1-4-2014 Monthly full-time salaries in euros						
age scale	16	17	18	19	20	
3	928	1,051	1,175	1,296	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 the age of 21, you will receive the starting salary of the regular scale applicable to you.

If you were aged 21 on 30 September 2013, you will receive a salary adjustment based on your appraisal as of 1 April 2014. This adjustment is shown in the table in Article 10.6. The increase for the months from April to no later than October 2014 will be allocated and paid no later than October 2014.

## 10.8 Age-linked salary of Telfort shop employees

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

Age-linked salaries Retail for Telfort shop employees as of 1-4-2015 Monthly full-time salaries in euros							
age	16	17	18	19	20	21	22
	838	985	1,183	1,314	1,379	1,453	1,493

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 30 September 2013, you will receive a salary adjustment based on your appraisal as of 1 April 2014. This adjustment is shown in the table in Article 10.6. The increase for the months from April to no later than October 2014 will be allocated and paid no later than October 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 KPN Collective Agreement 2012. 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 1 January 2016.

## 10.9 Payplan

Up to 1 January 2015 you are eligible for Payplan; this scheme lapses after this date and is replaced by the KPN Sales Plan. Appendix 1A contains the arrangements agreed for Payplan.

The table below applies up to 1 August 2014 and shows the percentages that apply if you fulfil the agreed arrangements. The level of your position determines the percentage that applies to you.

	ges for Payplan Retail as of 1-4-2014 ge 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%	

As of 1 August 2014 if the agreements made are reached, the percentages set out in the following table apply.

Percentages for Payplan Retail as of 1-9-2014 Percentage of the actual salary				
scale 1 - 13 12%				

## 10.10 Transitional arrangement for staff with job code PSI04A, PSI05A, PSI06A, PSI07A or PSI09A (shop salesperson)

If you were employed on 27 May 2014 in any of the aforesaid job codes and were continuously employed in such job codes up to 1 August 2014 then the transitional arrangement under section 2 applies to you. This also applies if you received confirmation on or before 27 May 2014 that you have been appointed to one of these jobs, from the date on which you start such job, but not before 1 August 2014. The transitional arrangement applies to you for as long as you are employed in a job placed within this group and is not cumulative with the transitional arrangement under Articles 10.11 and 10.12.

2 As from 1 August 2014 you will receive an allowance equal to 2 per cent of your monthly salary on 1 August 2014. This allowance is not indexed and not varied in line with salary increases, and thus remains unchanged. In the case of a transfer to a higher salary scale within KPN, the amount of the allowance will be converted to salary insofar as the normative salary in the new scale has not yet been reached. This allowance is the basis for calculating the Collective Agreement Budget, the variable remuneration, pension accrual, and hours-related supplements as allocated by KPN and is still paid in the event of sick-leave. This allowance also forms the basis for any Social Plan calculation.

## 10.11 Transitional arrangement for staff with job code SSS07, SSS08 or SSS09 (shop manager)

- If you were employed on 27 May 2014 in one of the job codes SSS07, SSS08 or SSS09 and were continuously employed in such job codes up to 1 August 2014 then the transitional arrangement under section 2 applies to you. This also applies if you received confirmation on or before 27 May 2014 that you have been appointed to one of these jobs, from the date on which you start such job, but not before 1 August 2014. The transitional arrangement applies to you for as long as you are employed in a job placed within the Retail group and is not cumulative with the transitional arrangement under Articles 10.10 and 10.12.
- 2 In the period 2014 to 2018 if the agreements made are reached, Payplan and KPN Sales Plan percentages set out in the following table apply:

Percentages for Payplan Retail/KPN Sales Plan in the context of Article 10.11 Percentage of the actual salary								
year 2014 2015 2016 2017 2018 level								
7	21.50	19.13	16.75	14.38	12.00			
8	26.00	22.50	19.00	15.50	12.00			
9-10	29.50	25.13	20.75	16.38	12.00			

## 10.12 Transitional arrangement for staff with job code SSS11 (regional manager)

- If you were employed on 27 May 2014 in the job code SSS11, and were continuously employed in such job code up to 1 November 2014 then the transitional arrangements under sections 2 and 3 apply to you. This also applies if you received confirmation on or before 27 May 2014 that you have been appointed to this job, from the date on which you start such job, but not before 1 November 2014. The transitional arrangement applies to you for as long as you are employed as a regional manager (job code SSS11) and is not cumulative with the transitional arrangement under Articles 10.10 and 10.11.
- 2 Up to the end of 2018 neither the Collective Agreement Bonus scheme nor the KPN Plan apply to you, and instead up to 1 January 2015 Payplan applies to you, and as from 1 January 2015 the KPN Sales Plan, in accordance with the percentages set out in the following table:

Percentages for Payplan Retail/KPN Sales Plan in the context of Article 10.12 Percentage of the actual salary								
year level	2014	2015	2016	2017	2018			
11	29.50	25.13	20.75	16.38	12.00			

3 As of 1 January 2019 the KPN Plan applies.

## 10.13 KPN Sales Plan

As of 1 January 2015 you are eligible to benefit under the KPN Sales Plan. Appendix 2B contains the arrangements agreed for the KPN Sales Plan.

The table below shows the percentages that apply if you fulfil the agreed arrangements.

# Bonus percentages KPN Sales Plan as of 1-1-2015 Percentage of the actual salary

12% scale 1 - 13

## **Employment conditions specific to employees placed in the Sales Group**

## 11.1 Categorisation

If you fall into this group, which KPN will determine on the basis of your work, your employment conditions will be those stated in this Chapter.

## 11.2 Working hours

The normal working hours for a full-time employee are an 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 Vacations

Each calendar year you are entitled to vacations. 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 1 April 2014 the following salary table will apply. The gross amounts per month for a full-time employee working 40 hours per week are set out.

Salary table Sales as of 1-4-2014								
_								
Monthly f	Monthly full-time salaries in euros							
scale	starting salary	normative salary						
1	1,659	1,949						
2	1,689	2,094						
3	1,756	2,296						
4	1,828	2,423						
5	1,974	2,570						
6	2,098	2,748						
7	2,339	3,038						
8	2,535	3,393						
9	2,772	3,863						
10	3,170	4,375						
11	3,558	5,047						
12	4,036	5,876						
13	4,626	6,896						

## 11.6 Individual salary adjustment on 1 April 2014

Your monthly salary for March 2014 may be raised on 1 April 2014 depending on your appraisal for 2013 and your relative position in the salary scale (RSP) on 31 March 2014. 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 April to no later than October 2014 will be allocated and paid no later than October 2014.

	table as of 1-4-2014 of the actual salary							
		development						
		unsatisfactory	needed	successful	excellent			
RSP	up to 80%	-	2.7	3.2	4.7			
	80 to 90%	-	2.2	3.1	4.0			
	90 to 100%	-	1.7	2.6	3.6			
	100 to 105%	-	-	1.7	2.9			
	105 to 115%	-	-	-	1.55			

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

The maximum RSP attainable is:

- 100% for an appraisal score of 'development needed';
- 105% for an appraisal score of 'successful';
- 115% for an appraisal score of 'excellent'.

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

Do you come within the Young Talent Program? In addition to your normal appraisal you will undergo a potential appraisal that assesses your potential for growth for more demanding jobs in the future. This potential appraisal has no direct consequences for your salary.

### 11.7 Payplan

Up to 1 January 2015 you are eligible under the Payplan; after this date this scheme lapses and is replaced by the KPN Sales Plan. Appendix 1A 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 for Payplan Sales as of 1-4-2014 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%					

### 11.8 KPN Sales Plan

As of 1 January 2015 you are eligible for the KPN Sales Plan. Appendix 2B contains the arrangements agreed for the KPN Sales Plan. 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 for KPN Sales Plan as of 1-1-2015 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%							

## Employment conditions specific to employees placed in the Strategic Recruitment Group

This Chapter lapses as of 1 November 2014.

## 12.1 Categorisation

- 1 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.
- 2 Are you placed within this group as at 31 October 2014? Then as of 1 November 2014 you will be placed in one of the General, Sales, Retail, or Customer Expert groups on the basis of the nature of your work including the criteria set out in Appendix 20, from which date the specific employment conditions for the relevant group on the basis of a full-time employment contract and the relevant transitional arrangements under Appendix 18 will apply to you.
- 3 If section 2 applies to you and as of 1 November 2014 you are placed within the Customer Expert group, then the Collective Agreement Bonus will continue to apply to you up to 1 January 2015.

### 12.2 Employment

You will be given a fixed-term employment contract. This employment contract will end on 31 December 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 are an 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 Vacations

Each calendar year you are entitled to vacations. 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

2,679

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 1-4-2014
Monthly full-time salaries in euros

Vocational Education University Education

3,166

Your monthly salary for March 2014 may be raised on 1 April 2014 depending on the appraisal score for your performance in 2013 and your potential appraisal on 31 December 2013. You will receive an increase on 1 April 2014 only if you were already in the service of the company on 30 September 2013.

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 April to no later than October 2014 will be allocated and paid no later than October 2014.

Increments table Strategic Recruitment as of 1-4-2014 (percentages)								
Job performance	performance Potential appraisal							
appraisal	-	-	+/-	+/-	+	+	++	++
	from	from up to from up to from up to from up						
Excellent		4.5 6.5 6.5 8.5 7.5 9.5						
Successful 1.5 3.5 2.5 4.0 4.5 6.5 5.5 7.5								7.5

## 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. Appendix 1B contains all the arrangements agreed for the Collective Agreement Bonus. The table below shows the percentages achievable, if you meet the agreed collective targets and your appraisal score is 'successful'.

Bonus percentages for Strategic Recruitment as of 1-4-2014						
Standard Collective Agreement Bonus 6.25%						
Special Collective Agreement 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 1A 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.

Percentages for Payplan Strategic Recruitment as of 1-1-2015 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 stand-by:
- the supplement for waiting time;
- the supplement for the travel 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 stand-by contained in the KPN Social Plan.

## Employment conditions specific to employees placed in the KPN Contact group (staff directly employed by KPN Contact BV)

This Chapter lapses as of 1 November 2014.

#### 13.1 Categorisation

If you fall into this group, which KPN Contact will determine on the basis of your work, your employment conditions will be those stated in this Chapter.

Are you placed within this group as at 31 October 2014? Then as of 1 November 2014 you will be placed in either the General or Customer Expert group on the basis of the nature of your work including the criteria set out in Appendix 20, from which date the specific employment conditions for the relevant group will apply to you. If you fall within the General group the transitional arrangements under Appendix 19 also apply to you.

#### 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: contrary to the 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; or an 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: 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 assigned work by or via third parties;
- I. SNT CAO 2003: the SNT Collective Agreement in effect from 1 January 2003 to 31 March 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 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, an action it has performed or failed to perform, or a decision 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 are an average 40 hours per week.

## 13.6 Working hours

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

## 13.7 General working hours

Insofar as not provided for otherwise in this Collective Agreement, the Working Hours Act (Arbeidstijdenwet) 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 will determine your working hours, taking into account your private circumstances as far as reasonably possible. 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 will ensure 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 (Arbeidstijdenwet) apply.
- 3 Public holidays are:
  - New Year's Day,
  - 25 and 26 December,
  - Easter Sunday and Easter Monday,
  - Whit Sunday and Whit Monday,
  - Ascension Day,
  - 24 December from 18.00,
  - 31 December from 18.00,
  - the day on which the birthday of the head of state is celebrated, and
  - the celebration of Liberation Day on 5 May every five years.

## 13.11 Job grading

- 1 KPN Contact uses the Hay method of job grading for the positions of its direct employees. 'Reference positions' are graded in agreement with the trade unions. Using the reference positions, KPN Contact categorises the other positions within its organisations.
- 2 KPN Contact will inform 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:

your position.	your poolition.						
	PN Contact direct						
Monthly full-time salaries in euros							
aalary rangoo	starting solary	final colory					
salary ranges	starting salary	final salary					
Α	1,525	1,525					
В	1,525	1,667					
С	1,580	1,750					
D	1,629	1,944					
E	1,778	2,222					
F	1,992	2,554					
G	2,221	2,748					
Н	2,404	3,066					
I	2,626	3,486					
J	3,004	3,950					
K	3,368	4,551					
L	3,817	5,296					
M	4,338	6,196					

- 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.
- The amounts stated in the tables for salary ranges A to M are for full-time employees. The amounts are adjusted pro rata 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 1 April 2014 depending on the appraisal score for your performance in 2013 and your relative position in the salary scale (RSP) as at 31 March 2014. 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 April to no later than October 2014 will be allocated and paid no later than October 2014.

	table as of 1-4-2014 of the actual salary							
J	development							
		unsatisfactory needed successful						
RSP	up to 80%	_	2.7	3.2	4.7			
	80 to 90%	-	2.2	3.1	4.0			
	90 to 100%	-	1.7	2.6	3.6			
	100 to 105%	-	-	1.7	2.9			
	105 to 115%	-	-	-	1.55			

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

The maximum RSP attainable is:

- 100% for an appraisal score of 'development needed';
- 105% for an appraisal score of 'successful';
- 115% for an appraisal score of 'excellent'.

You will receive an increase on 1 April 2014 only if you were already in the service of the company on 30 September 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 1 October 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 1 October of that year on the basis of an employment contract for six months or less, and
  - you are still employed by the company on 1 January 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 Overtime

- 1 Your manager may request 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. This time off is equal to the number of overtime hours worked.
- 3 You take this time off in the calendar year in which the overtime hours were worked.
- 4 Your manager may decide that time off 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.
- In addition to overtime being compensated by time off (see section 2) or in money (see section 4), KPN Contact will pay you an overtime supplement for every hour of overtime worked. This supplement is equivalent to 20% of your gross hourly wage. KPN Contact will pay this supplement after the end of each guarter.
- 6 The following full-time quarterly hour standards have been set for the last three quarters of 2014:

Quarter	
From 1 April 2014 to 30 June 2014	520
From 1 July 2014 to 30 September 2014	528
From 1 October 2014 to 31 December 2014	528

## 13.16 Part-time work and additional hours

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. 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 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.
- An additional work supplement applies to every additional hour paid out. This supplement is equivalent to 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.

### 13.17 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 can determine after the fact whether these excess hours were necessary.

## 13.18 Working hours 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 section 3 of this provision.
- 2 KPN Contact pays you this supplement monthly in arrears.
- 3 This supplement consists of:

	00.00-6.00	0.00-7.00 (*)	6.00-14.00	14.00-22.00	22.00-0.00
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.

## 13.19 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 will receive a supplement of €158.82 gross per week for being on stand-by (7 x 24 hours).
- You are compensated in time off during the same calendar year for the time you actually work while on stand-by. If time off 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.

## 13.20 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 death. For this reason, these components are no longer shown separately as current employment conditions in this Collective Agreement. As an exception to Appendix 3, the following applies.
- 2 As an exception to Appendix 3, you may not use the supplement for the purpose of 'green driving'.
- As an exception to 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.

4 The Collective Agreement Budget supplement replaced the 'Employment conditions option system'.

## 13.21 Temporary responsibility supplement

You are eligible for a temporary responsibility supplement if your manager has asked you to temporarily occupy a position from a higher job group, and provided that:

- you temporarily perform at least half the duties and responsibilities of the higher position;
- the person whose position you temporarily perform is continuously 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 not be returning.

#### 13.22 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.

## 13.23 Collective insurances for work incapacity

- Top-up insurance under the WIA top-up insurance (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 work incapacity.
- 2 Top-up insurance under WGA top-up insurance (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.
- You are free to decide whether or not you wish to take all or any 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.

#### 13.24 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 .

## 13.25 Pension

- 1 You are offered a pension scheme based on:
  - a retirement pension with a retirement age of 67 years;
  - an offset equal to the offset that applies for employees who are members of the Stichting Pensioenfonds KPN as provided in Article 5.6, section 3 of this Collective Agreement;
  - a dependent's pension based on risk insurance;
  - a 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 register you with the pension fund.
- 3 KPN Contact makes a maximum of 7.4% of the pensionable wage bill available (of the employees to whom Chapter 13 or 14 of this Collective Agreement applies) for the accrual of pension entitlements including administration costs. 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.

## 13.26 Transitional provisions governing pension, VUT, FLO and pre-pension

- 1 If on 30 September 2005 you had prospects of the following on the basis of transitional arrangements:
  - VUT (early retirement), FLO or pre-pension, or
  - entitlement to a different pension allocation and/or premium allocation than indicated in the applicable Collective Agreement 2004-2005 (in effect from 1 April 2004 to 30 September 2005).

one of the following provisions may apply to you:

- if you were born before 1 January 1950 the pension scheme dated 30 September 2005 remains applicable;
- if you were born on or after 1 January 1950, your standard pension retirement age is 65 until 1 January 2014 and as of 1 January 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 1 January 1950 and you have the prospect of VUT, the scheme in Appendix 13 applies;
- if you were born on or after 1 January 1950 and you have the prospect of VUT, the scheme in Appendix 14 applies;
- if you have the prospect of FLO, this prospect is retained;
- if you were born before 1 January 1950 and you have the prospect of pre-pension, the scheme in Appendix 11 applies;
- if you were born on or after 1 January 1950 and you have the prospect of pre-pension, the scheme in Appendix 12 applies.
- Changes to the pension scheme on 1 January 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 10 to 16.

## 13.27 Commuting

- 1 If the distance between your home and place of work is more than 10 kilometres, you are eligible for a contribution towards your commuting expenses. The contribution is maximised at a commuting distance of 30 kilometres one way. KPN Contact determines the distance using a route planner selected by KPN Contact. KPN Contact contributes € 0.18 tax free per kilometre. You must have actually commuted for your work.
  - KPN Contact pays the contribution monthly in arrears.
- 2 If the distance between your home and work is more than 30 kilometres and, as a rule, you commute:
  - a. 4 or more days 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 will then receive this supplementary contribution if KPN Contact deems that you must use your own car for more than occasional 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 will determine whether this is the case.

If so, you will be granted a supplementary reimbursement of € 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 distances of the outward and return journeys differ, the longest distance serves as basis for your reimbursement.
- 6 If your commuting distance changes, KPN Contact will adjust its contribution in line with this.
- 7 You are liable for any payroll tax and social insurance contributions owed on this contribution.

#### 13.28 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 is € 0.19 per kilometre.
- 4 The mode of transport does not affect the contribution.
- 5 You are liable for any payroll tax and social insurance contributions owed on this contribution.
- 6 If you have a company car, you are not eligible for any contribution for business travel.

## 13.29 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.

## 13.30 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.

## 13.31 Which appendices from this Collective Agreement apply to you?

Appendix 3	Collective Agreement Budget supplement, subject to Article 13.20
Appendix 4	Regulations on leave under the life-course savings scheme (Levensloopverlof)
Appendix 10	Transitional provisions
Appendix 11	Pre-pension transitional provisions for employees born before 1 January 1950
Appendix 12	Transitional provisions for loss of prospect of pre-pension for employees born on or after 1 January 1950
Appendix 13	Voluntary early retirement scheme (VUT)
Appendix 14	Transitional provisions for loss of prospect of early retirement for employees born or or after 1 January 1950
Appendix 15	Agreement on transitional arrangements KPN-KPN Contact dated 27 April 2006
Appendix 16	Purposes for individual assignment of vacation entitlement (Articles 13.29 or 14.26)

### 13.32 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 hours (general rule)
  - 3.4 Role of the Works Council
  - 3.7 Purposes for individual assignment of vacation entitlement for employees of KPN Contact BV
  - 4.1 Where to find the agreed remuneration arrangements
  - 4.3 Determination of salary
  - 4.5 Additional hours
  - 4.6 Labour market 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 work incapacity
- 5.5 Voluntary early retirement (VUT)
- 5.6 Pension
- 5.7 Transitional pre-pension provisions
- 5.9 Transitional provisions governing pension, VUT, FLO and pre-pension for employees of KPN Contact BV
- 6.2 Contribution towards commuting expenses
- 6.4 Contribution towards commuting expenses on relocation in the company's interests
- 7.9 Health check
- 7.12 Working in accordance with the 'The New Way of Living and Working' model ('Het Nieuwe Leven & Werken')

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

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

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

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

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

All provisions of Chapter 14 (Employment conditions specific to employees placed in the KPN Contact group (staff indirectly employed by KPN Contact BV))

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

Appendix 1A	Payplan
Appendix 1B	Collective Agreement Bonus
Appendix 2A	KPN Plan
Appendix 2B	KPN Sales Plan
Appendix 2C	KPN Service Plan
Appendix 5	Flextime scheme
Appendix 6	Pre-pension transitional provisions for employees born before 1 January 1950
Appendix 7	Transitional provisions for loss of prospect of pre-pension for employees born on or after 1 January 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 1 January 1950

## Employment conditions specific to employees placed in the KPN Contact group (staff indirectly employed by KPN Contact BV)

This Chapter lapses as of 1 November 2014.

## 14.1 Categorisation

If you fall into this group, which KPN Contact will determine on the basis of your work, your employment conditions will be those stated in this Chapter.

Are you placed within this group as at 31 October 2014? If so, you will be placed in the General group as of 1 November 2014, from which time the specific employment conditions of Chapter 8 will apply to you, as will a number of specific transitional arrangements set out in this Collective Agreement.

#### 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: contrary to the 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; or an 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: 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 assigned work by or via third parties;
- I. SNT CAO 2003: the SNT Collective Agreement in effect from 1 January 2003 to 31 March 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 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, an action it has performed or failed to perform, or a decision 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 will determine your working times, taking into account your private circumstances as far as reasonably possible. 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 (Arbeidstijdenwet) apply.
- 3 Public holidays are:
  - New Year's Day,
  - 25 and 26 December,
  - Easter Sunday and Easter Monday,
  - Whit Sunday and Whit Monday,
  - Ascension Day,
  - 24 December from 18.00,
  - 31 December from 18.00,
  - the day on which the birthday of the head of state is celebrated, and
  - the celebration of Liberation Day on 5 May 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, section 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 1 November 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 sick-leave. 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 1 April 2014 depending on the appraisal score for your performance in 2013 and your relative position in the salary scale (RSP) as at 31 March 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 April to no later than October 2014 will be allocated and paid no later than October 2014.

Increments table as of 1-4-2014 Percentage of the actual salary						
		development				
		unsatisfactory	needed	successful	excellent	
RSP	up to 80%	-	2.7	3.2	4.7	
	80 to 90%	-	2.2	3.1	4.0	
	90 to 100%	-	1.7	2.6	3.6	
	100 to 105%	-	-	1.7	2.9	
	105 to 115%	-	-	-	1.55	

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

The maximum RSP attainable is:

- 100% for an appraisal score of 'development needed';
- 105% for an appraisal score of 'successful';
- 115% for an appraisal score of 'excellent'.

You will receive an increase on 1 April 2014 only if you were already in the service of the company on 30 September 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 1 October 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 1 October of that year on the basis of an employment contract for six months or less, and
  - you are still employed by the company on 1 January 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 Overtime

- 1 Your manager may request 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. This time off is equal to the number of overtime hours worked.
- 3 You take this time off in the calendar year in which the overtime hours were worked.
- 4 Your manager may decide that time off 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.
- In addition to overtime being compensated by time off (see section 2) or in money (see section 4), KPN Contact will pay you an overtime supplement for every hour of overtime worked. This

- supplement is equivalent to 20% of your gross hourly wage. KPN Contact will pay this supplement after the end of each quarter.
- For the last three quarters of 2014 the quarterly hour standards are fixed on the basis of an average working week of 37 hours as follows:

Quarter	
From 1 April 2014 to 30 June 2014	481
From 1 July 2014 to 30 September 2014	488
From 1 October 2014 to 31 December 2014	488

If you work more than 37 hours per week on the basis of 1, 2 or 3 hours of Flextime, then the standards are increased pro rata.

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

- 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. 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 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 is equivalent to 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.

#### 14.14 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 can determine after the fact whether these excess hours were necessary.

## 14.15 Working hours 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 section 3 of this provision.
- 2 KPN Contact pays you this supplement monthly in arrears.
- 3 This supplement consists of:

	00.00-6.00	0.00-7.00 (*)	6.00-14.00	14.00-22.00	22.00-0.00
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%

<sup>(\*)</sup> Only applies for night shift employees.

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

## 14.16 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 will receive a supplement of €158.82 gross per week for being on stand-by (7 x 24 hours).
- You are compensated in time off during the same calendar year for the time you actually work while on stand-by. If time off 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.

## 14.17 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 death. For this reason, these components are no longer shown separately as current employment conditions in this Collective Agreement. As an exception to Appendix 3, the following applies.
- 2 As an exception to Appendix 3, you may not use the supplement for the purpose of 'green driving'.
- 3 As an exception to 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.
- 4 The Collective Agreement Budget supplement replaced the 'Employment conditions option system'.

## 14.18 Temporary responsibility supplement

You are eligible for a temporary responsibility supplement if your manager has asked you to temporarily occupy a position from a higher job group, and provided that:

- you temporarily perform at least half the duties and responsibilities of the higher position;
- the person whose position you temporarily perform is continuously 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 not be returning.

#### 14.19 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.

## 14.20 Collective insurances for work incapacity

- Top-up insurance under the WIA top-up insurance (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 work incapacity.
- 2 Top-up insurance under WGA top-up insurance (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 all or any 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.

#### 14.21 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 .

### 14.22 Pension

- 1 You are offered a pension scheme based on:
  - a retirement pension with a retirement age of 67 years;
  - an offset equal to the offset that applies for employees who are members of the Stichting Pensioenfonds KPN as provided in Article 5.6, section 3 of this Collective Agreement;
  - a dependent's pension based on risk insurance;
  - a 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 register you with the pension fund.
- 3 KPN Contact makes a maximum of 7.4% of the pensionable wage bill available (of the employees to whom Chapter 13 or 14 of this Collective Agreement applies) for the accrual of pension entitlements including administration costs. 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.

## 14.23 Transitional provisions governing pension, VUT, FLO and pre-pension

- 1 If on 30 September 2005 you had prospects of the following on the basis of transitional arrangements:
  - VUT (early retirement), FLO or pre-pension, or
  - entitlement to a different pension allocation and/or premium allocation than indicated in the applicable Collective Agreement 2004-2005 (in effect from 1 April 2004 to 30 September 2005),

one of the following provisions may apply to you:

- if you were born before 1 January 1950 the pension scheme of 30 September 2005 remains applicable;
- if you were born on or after 1 January 1950, your standard pension retirement age is 65 until 1
  January 2014 and as of 1 January 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 1 January 1950 and you have the prospect of VUT, the scheme in Appendix 13 applies;
- if you were born on or after 1 January 1950 and you have the prospect of VUT, the scheme in Appendix 14 applies;
- if you have the prospect of FLO, this prospect is retained;
- if you were born before 1 January 1950 and you have the prospect of pre-pension, the scheme in Appendix 11 applies;
- if you were born on or after 1 January 1950 and you have the prospect of pre-pension, the scheme in Appendix 12 applies.
- 2 Changes to the pension scheme on 1 January 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 10 to 16.

## 14.24 Commuting

- 1 If the distance between your home and place of work is more than 10 kilometres, you are eligible for a contribution towards your commuting expenses. The contribution is maximised at a commuting distance of 30 kilometres one way. KPN Contact determines the distance using a route planner selected by KPN Contact. KPN Contact contributes € 0.18 tax free per kilometre. You must have actually commuted for your work. KPN Contact pays the contribution monthly in arrears.
- 2 If the distance between your home and work is more than 30 kilometres and, as a rule, you commute:
  - a. 4 or more days 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.
- A supplementary contribution applies for travel between your home and work, on condition that you live more than 30 kilometres from your work. You will then receive this supplementary contribution if KPN Contact deems that you must use your own car for more than occasional 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 will determine whether this is the case.

If so, you will be granted a supplementary reimbursement of € 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.
- If the distances of the outward and return journeys differ, the longest distance serves as basis for your reimbursement.
- 6 If your commuting distance changes, KPN Contact will adjust its contribution in line with this.
- 7 You are liable for any payroll tax and social insurance contributions owed on this contribution.

# 14.25 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 is € 0.19 per kilometre.
- 4 The mode of transport does not affect the contribution.
- 5 You are liable for any payroll tax and social insurance contributions owed on this contribution.
- 6 If you have a company car, you are not eligible for any contribution for business travel.

### 14.26 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.

# 14.27 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.

# 14.28 Which appendices from this Collective Agreement apply to you?

Appendix 3	Collective Agreement Budget supplement, subject to Article 14.17
Appendix 4	Regulations on leave under the life-course savings scheme (Levensloopverlof)
Appendix 5	Flextime scheme
Appendix 10	Transitional provisions
Appendix 11	Pre-pension transitional provisions for employees born before 1 January 1950
Appendix 12	Transitional provisions for loss of prospect of pre-pension for employees born on or after 1 January 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 1 January 1950
Appendix 15	Agreement on transitional arrangements KPN-KPN Contact dated 27 April 2006
Appendix 16	Purposes for individual assignment of vacation entitlement (Articles 13.29 or 14.26)

### 14.29 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 hours (general rule)
  - 3.4 Role of the Works Council
  - 3.7 Purposes for individual assignment of vacation entitlement for employees of KPN Contact BV
  - 4.5 Additional hours
  - 4.6 Labour market 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 work incapacity
  - 5.5 Voluntary early retirement (VUT)
  - 5.6 Pension
  - 5.7 Transitional pre-pension provisions
  - 5.9 Transitional provisions governing pension, VUT, FLO and pre-pension for employees of KPN Contact BV
  - 6.2 Contribution towards commuting expenses
  - 6.4 Contribution towards commuting expenses on relocation in the company's interests
  - 7.9 Health check

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

- 8.4 Vacations
- 8.6 Individual salary adjustment on 1 April 2014
- 8.7 Collective Agreement Bonus
- 8.8 KPN Plan

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

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

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

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

All provisions of Chapter 13 (Employment conditions specific to employees placed in the KPN Contact group (staff directly employed by KPN Contact BV))

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

Appendix 1A Appendix 1B	Payplan Collective Agreement Bonus
Appendix 2A	KPN Plan
Appendix 2B	KPN Sales Plan
Appendix 2C	KPN Service Plan
Appendix 6	Pre-pension transitional provisions for employees born before 1 January 1950
Appendix 7	Transitional provisions for loss of prospect of pre-pension for employees born on or after 1 January 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 1 January 1950

#### **CHAPTER 15**

Employment conditions specific to employees placed in the Customer Expert Group as at 1 November 2014

# 15.1 Categorisation

- 1 If you fall into this group, which KPN will determine on the basis of your work, including the criteria from Appendix 20, your employment conditions will be those stated in this Chapter.
- 2 At the time the text of this Collective Agreement was drawn up, this Chapter included, but was not limited to, the job groups listed in Appendix 21 that are referred to in this Chapter as 'job groups that come within the Customer Expert salary grades'. The Appendix also includes a number of job groups that at the time the text of this Collective Agreement was drawn up did not fall within the Customer Expert group, but instead the General group.
- Were you placed in Chapter 13 (staff directly employed by KPN Contact) as at 31 October 2014 and placed in the Customer Expert group as of 1 November 2014? Your salary scale is calculated on the basis of Appendix 22 ('Conversion matrix KPN Contact job matrix to KPN job matrix').
- Were you placed in Chapter 13 (staff directly employed by KPN Contact) as at 31 October 2014 and placed in the Customer Expert group as of 1 November 2014? Or have you entered the employment of KPN Contact BV during the period 1 November 2014 to 31 December 2014 and are you placed in this Chapter? If so, the Bee the Best scheme operated by KPN Contact will continue to apply to you until 1 January 2015 insofar as you fall within such scheme. This scheme will lapse as at 1 January 2015 and is replaced by the KPN Service Plan.
- Were you placed in the General Chapter as at 31 October 2014 and placed under this Chapter as of 1 November 2014? If so, as an exception to the last sentence of section 1, the employment conditions for the General group will apply to you with the proviso that as of 1 January 2015 the KPN Plan will not apply to you and the KPN Service Plan will apply instead. If relevant, a number of specific transitional provisions in this Collective Agreement also apply to you.
- 6 Have you entered the employment of KPN BV during the period 1 November 2014 to 31 December 2014 and are you placed in this Chapter? The provisions of Article 8.7 (Collective Agreement Bonus) apply to you up to 1 January 2015.
- Were you placed in Chapter 12 (Strategic Recruitment) as at 31 October 2014 and placed in the Customer Expert group as of 1 November 2014? Or did you start employment in the period between 1 November 2014 and 31 December 2014 as a Young Talent and were you placed in this group? The provisions of Article 8.7 (Collective Agreement Bonus) apply to you up to 1 January 2015.

# 15.2 Working hours

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

# 15.3 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.

# 15.4 Vacations

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

### 15.5 Salary

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

As of 1 November 2014 the following salary table will apply. The gross amounts per month for a full-time employee working 40 hours per week are set out.

Salary table Customer Expert as of 1-4-2014 Monthly full-time salaries in euros			
scale	starting salary	normative salary	
1	1,496	1,496	
2	1,496	1,667	
3	1,566	1,750	
4	1,615	1,944	
5	1,763	2,222	
6	1,950	2,554	
7	2,386	3,099	
8	2,588	3,461	
9	2,828	3,939	
10	3,234	4,463	
11	3,629	5,148	
12	4,116	5,992	
13	4,717	7,033	

# 15.6 Assessment of potential: Young Talent Program

Do you come within the Young Talent Program? In addition to your normal appraisal you will undergo a potential appraisal that assesses your potential for growth for more demanding jobs in the future. This potential appraisal has no direct consequences for your salary.

# 15.7 KPN Service Plan as at 1 January 2015

- 1 As of 1 January 2015 you are eligible under the KPN Service Plan that replaces as at that date the Bee the Best scheme agreed with the Works Council as applies within KPN Contact. Appendix 2C contains the arrangements agreed for the KPN Service Plan. Do you fall within the Bee the Best scheme as applied within KPN Contact? This will continue to apply to you up to 1 January 2015.
- 2 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 for KPN Service Plan as of 1-1-2015 Percentage of the actual salary		
scale		
1	4.5%	
2	4.5%	
3	4.5%	
4	4.5%	
5	5.0%	
6	5.0%	
7	5.0%	
8	5.0%	
9	5.0%	
10	7.0%	
11	7.0%	
12	9.0%	
13	9.0%	

- Were you placed in Chapter 13 (staff directly employed by KPN Contact) as at 31 October 2014 and placed in this Chapter as of 1 November 2014? Or have you entered the employment of KPN Contact BV during the period 1 November 2014 to 31 December 2014 and are you placed in the Customer Expert group? If as at 1 January 2015 you are placed in salary scale 10 or higher, as a result of the introduction of the KPN Service Plan your salary will be reduced on that date by the following percentage:
  - scale 10 and 11 0.1%
  - scale 12 and 13 0.9%
- 4 If as at 1 January 2015 as a result of Special Collective Agreement Bonus scheme no longer applying to you and the KPN Service Plan applying to you instead, you receive a lower bonus percentage, you will be paid a gross allowance as at 1 January 2015. This allowance is calculated as 40 per cent of the difference between the Collective Agreement bonus percentage applying to you as at 31 December 2014 and the KPN Service Plan percentage applying to you as at 1 January 2015, multiplied by your salary for December 2014. On TEAMKPN Online you can find a sample calculation on the basis of which this system is explained.

  This allowance is not indexed and also not varied in line with salary increases, with the proviso that in the case of a change to a higher salary scale within KPN the amount of the allowance will be converted to salary insofar as the normative salary is not yet reached on the new scale. This allowance is the basis for calculating the Collective Agreement Budget, the variable remuneration, pension accrual, and hours-related supplements as allocated by KPN and is still paid in the event of sick-leave. For this specific situation this allowance is also the basis for any Social Plan calculation.
- If as at 1 January 2015, as a result of the Special Collective Agreement Bonus scheme no longer applying to you and the KPN Plan applying to you instead, your bonus opportunity is increased, your salary will be reduced as at 1 January 2015 by 40 per cent of the difference between the Collective Agreement Bonus applying to you as at 31 December 2014 and the KPN Service Plan percentage applying to you as at 1 January 2015. On TEAMKPN Online you can find a sample calculation on the basis of which this system is explained.
- 6 Were you placed in the General group as at 31 October 2014 and will you be placed in this Customer Expert group as of 1 November 2014? In the month of December 2015 you will receive a single gross payment of €200 if you have come under the KPN Service Plan throughout the whole of 2015. If you have come under the KPN Service Plan for part of 2015, you will receive such payment pro rata the number of months you came under this scheme in that year.
- 7 This article will apply as appropriate.

Agreed and signed by the parties in The Hague on 29 July 2014.
For Koninklijke KPN N.V.,
Chief HR Officer
Janine Vos
For the trade unions,
Abvakabo FNV in Zoetermeer,
Joost van Herpen
Qlix in Leidschendam,
Caspar Vlaar
CNV Publieke Zaak in The Hague,
Anselma Zwaagstra
VHP2 in Eindhoven,
Casper Vaandrager

# **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 1A**

# **Payplan**

As at 1 January 2015 this Appendix lapses.

# 1 Do you fall under this scheme?

These arrangements apply to you if you are covered by the specific employment conditions set out in Chapters 10 or 11. The provisions in those Chapters and in Chapters 1 to 7 apply to you unless otherwise stated in this Appendix 1A. If you fall under the Payplan scheme, the Collective Agreement Bonus scheme (Appendix 1B) does not apply to you.

# 2 Amount of Payplan remuneration

For each level of a position, KPN awards a percentage of your actual salary for the attainment of 'ontarget performance' (OTP). The relevant tables are contained in Chapters 10 or 11. If you do not fully achieve the targets for on-target-performance, you will receive a proportionate part 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 achievement.

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

#### 3 Pension

You do not accrue any pension over Payplan remuneration.

# 4 Payplan remuneration in exceptional situations

- 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 placed in the Retail group (Chapter 10 of this Collective Agreement), you will receive the same Payplan remuneration as your colleagues doing jobs on the same level as yours in the same shop during the same period. If you are placed in the Sales group (Chapter 11), you will receive Payplan remuneration based on the effect of the achievement from your personal client group. Your job level is also taken into
- 2 If you are unable to work fully for more than 4 months 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 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 subject to section 3, each calendar month your average degree of incapacity will be assessed based on the absentee registration in Atrium/MijnHR. This will be done up to and including the month in which you are reported as fit to work in Atrium/MijnHR. 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 fully fit for work in Atrium/MijnHR, you will receive the full Payplan remuneration.
- 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.
- 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 set out in 4.7 and 4.10 to 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 stand-by duty.

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

# 6 Other obligations

- 1 You must adhere to the guidelines that KPN has set out for the implementation of the Payplan scheme. KPN will inform you of these guidelines.
- 2 You must comply with the instructions given by KPN with regard to Payplan. Your manager may impose disciplinary measures if you fail to comply with these rules.
- 3 These measures include:
  - a. a written warning or dismissal; and/or
  - b. a suspension or removal from your job, temporary or permanent; and/or
  - c. non-payment of some or all of the Payplan remuneration, whereby the manager will decide the percentage of non-payment based on the facts of the case; and/or
  - d. suspension of the implementation of Payplan for such period as the manager shall decide based on the facts of the case (temporary cessation).
- Irrespective of the above, the KPN Payplan remuneration may always be corrected if once it is fixed it is shown that the results based on which it was fixed are incorrect. If the Payplan remuneration has already been paid at the time of correction, you must repay the amount that was overpaid.

#### **APPENDIX 1B**

# **Collective Agreement Bonus**

As at 1 January 2015 this Appendix lapses.

# 1 Do you fall under this scheme?

These arrangements apply to you as of 1 January 2014 if you are covered by the specific employment conditions set out in Chapters 8 or 9 or – up to 1 November 2014 – 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 1B. The provisions in those Chapters and in Chapters 1 to 7 apply to you unless otherwise stated in this Appendix 1B. If you fall under this Collective Agreement Bonus scheme, the Payplan scheme (Appendix 1A) 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 collective targets and have received a successful job performance appraisal. You should check 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, 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

The percentage of your Collective Agreement Bonus will be set 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 Pension

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

### 4 Collective Agreement Bonus in exceptional situations

- 1 If 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 fully for more than 4 months 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, 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 subject to section 3, each calendar month your average degree of incapacity will be assessed based on the absentee registration in Atrium/MijnHR. This will be done up to and including the month in which you are reported as fit to work in Atrium/MijnHR. 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/MijnHR, you will receive the full Collective Agreement Bonus.

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

- 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.
- 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, such that different targets apply and/or the bonus opportunity changes;
  - 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 employed by 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. KPN will then establish which employees (or groups 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 described in provisions 4.7 or 4.10 to 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 stand-by duty.

#### **APPENDIX 2A**

### **KPN Plan**

This Appendix comes into effect on 1 January 2015.

# 1 Do you fall under this scheme?

These arrangements apply to you as of 1 January 2015 if you are covered by the specific employment conditions set out in Chapter 8. If you fall under the KPN Plan scheme, the KPN Sales Plan scheme (Appendix 2B) and the KPN Service Plan (Appendix 2C) do not apply to you.

### 2 Amount of the KPN Plan remuneration

You may receive remuneration under the KPN Plan 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

The percentages that you can obtain if you have achieved the agreed collective targets and have received a successful job performance appraisal are based on your salary scale. The table of percentages is set out in Chapter 8.

### 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 at least one qualitative, 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, 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 KPN plan remuneration 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

The percentage of your KPN Plan remuneration will be set 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 KPN Plan remuneration is paid out in April of the year following the year in which the targets are realised.

#### 3 Pension

You do not accrue any pension over the KPN Plan remuneration.

### 4 KPN Plan remuneration in exceptional situations

- 1 If 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 KPN Plan remuneration which you would have received if you had been able to work in this period.
- 2 If you are unable to work fully for more than 4 months 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, the KPN Plan 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 KPN Plan 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 subject to section 3, each calendar month your average degree of incapacity will be assessed based on the absentee registration in Atrium/MijnHR. This will be done up to and including the month in which you are reported as fit to work in Atrium/MijnHR. Over this period you will receive the KPN Plan remuneration in proportion to your capacity for work.
  - From the month following the month in which you are reported fully fit for work in Atrium/MijnHR, you will receive the full KPN Plan remuneration.

The factor by which the outcome of the KPN Plan remuneration over that year, as described in Article 2, is multiplied, is determined over the 12 months of a calendar year on the basis of the above.

- 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.
- Your manager may set the KPN Plan remuneration 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, such 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 KPN Plan remuneration over the months that you were employed by 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.

#### **APPENDIX 2B**

### **KPN Sales Plan**

This Appendix comes into effect on 1 January 2015.

# 1 Do you fall under this scheme?

As of 1 January 2015 these arrangements apply to you if you are covered by the specific employment conditions set out in Chapters 10 or 11. The provisions in those Chapters and in Chapters 1 to 7 apply to you unless otherwise stated in this Appendix 2B. If you fall under the KPN Sales Plan scheme, the KPN Plan (Appendix 2A) and the KPN Service Plan (Appendix 2C) do not apply to you.

### 2 Amount of KPN Sales Plan remuneration

Depending on the group within which you are placed - Retail or Sales - KPN will determine a percentage of your actual salary depending on your on-target-performance (OTP). This percentage is set out in Chapters 10 or 11. If you do not fully achieve the targets for on-target-performance, you will receive a proportionate part of the KPN Sales Plan 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 KPN Sales plan remuneration in proportion to your achievement.

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

#### 3 Pension

You do not accrue any pension over the KPN Sales Plan remuneration.

# 4 KPN Sales Plan remuneration in exceptional situations

- 1 If you are unable to work fully due to sickness or another cause, you will receive your KPN Sales Plan remuneration if the duration is 4 months or shorter. If you are placed in the Retail group (Chapter 10), you will receive the same KPN Sales Plan remuneration as your colleagues doing jobs on the same level as yours in the same shop during the same period. If you are placed in the Sales group (Chapter 11), you will receive KPN Sales Plan remuneration based on the effect of the achievement from your personal client group. Your job level is also taken into account.
- 2 If you are unable to work fully for more than 4 months 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, the KPN Sales Plan 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 KPN Sales Plan 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 subject to section 3, each calendar month your average degree of incapacity will be assessed based on the absentee registration in Atrium/MijnHR. This will be done up to and including the month in which you are reported as fit to work in Atrium/MijnHR. Over this period you will receive the KPN Sales Plan remuneration in proportion to your capacity for work.
  - From the month following the month in which you are reported fully fit for work in Atrium/MijnHR, you will receive the full KPN Sales plan remuneration.
- 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.
- If you move to a different position or sales area, and on termination of your employment contract, your manager will determine your KPN Sales Plan 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 KPN Sales Plan scheme, you will not qualify for the allowances and/or supplements described in provisions 4.7 or 4.10 to 4.13 of Chapter 4. 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 stand-by duty.

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

# 6 Other obligations

- 1 You must adhere to the guidelines that KPN has set out for the implementation of the KPN Sales Plan scheme. KPN will inform you of these guidelines.
- 2 You must comply with the instructions given by KPN regarding the KPN Sales Plan. Your manager may impose disciplinary measures if you fail to comply with these rules.
- 3 These measures include:
  - a. a written warning or dismissal; and/or
  - b. a suspension or removal from your job, temporary or permanent; and/or
  - c. non-payment of some or all of the KPN Sales Plan bonus, whereby the manager will decide the percentage of non-payment based on the facts of the case; and/or
  - d. suspension of the implementation of the KPN Sales Plan for such period as the manager shall decide based on the facts of the case (temporary cessation).
- Irrespective of the above, the KPN Sales Plan remuneration may always be corrected if once it is fixed it is shown that the results based on which it was fixed are incorrect. If the KPN Sales Plan bonus has already been paid at the time of correction, you must repay the amount that was overpaid.

# 7 Establishing the implementation guidelines and setting targets

As from 2015, KPN will enter into consultations with its partners regarding the implementation guidelines and the setting of targets, which KPN will determine.

#### **APPENDIX 2C**

### **KPN Service Plan**

Short-cycle variable remuneration scheme for employees placed in the Customer Expert group. This scheme replaces the Bee the Best scheme agreed with the Works Council of KPN Contact as of 1 January 2015. This Appendix will apply as appropriate. This Appendix comes into effect on 1 January 2015.

# 1 Do you fall under this scheme?

This scheme applies to you as of 1 January 2015 if you are covered by the specific employment conditions set out in the Customer Expert chapter. The KPN Service Plan replaces the Bee the Best scheme agreed with the Works Council of KPN Contact. If you fall under the KPN Service Plan scheme, the KPN Plan (Appendix 2A) and KPN Sales Plan (Appendix 2B) schemes do not apply to you.

#### 2 Amount of KPN Service Plan remuneration

- 1 For each level of a position, KPN awards a percentage of your actual salary for the attainment of 'on-target performance' (OTP). This percentage is set out in the table in Chapter 15.
- 2 Depending upon your profile (Service or Service & Sales) you are assigned the following targets:
  - both profiles have a minimum of 1 and a maximum of 3 Service targets;
  - the Service & Sales profile has an additional minimum of 1 and maximum of 2 Sales targets.
- The KPN Service Plan remuneration is calculated pro rata the extent to which you achieve your targets. KPN may determine in advance that a minimum of targets must be achieved for you to be eligible for remuneration.
- If you have the Service profile, you can achieve a maximum 100% of your on-target percentage. If you have the Service & Sales profile, your total bonus percentage can be a maximum of 120% of your on-target percentage.
- In this appendix 'actual salary' will mean your monthly salary plus any transfer allowance and/or placement allowance.

#### 3 Pension

You do not accrue any pension over the KPN Service Plan remuneration.

# 4 KPN Service Plan remuneration in exceptional situations

- If you are unable to work fully due to sickness or another cause, you will receive your KPN Service Plan remuneration, if the duration is 4 months or shorter. In this period you will receive the same KPN Service Plan remuneration as your colleagues for whom the same targets are formulated and who have a job on the same level as yours.
- 2 If you are unable to work fully for more than 4 months 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, the KPN Service Plan 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 KPN Service Plan 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 subject to section 3, each calendar month your average degree of incapacity will be assessed based on the absentee registration in Atrium/MijnHR. This will be done up to and including the month in which you are reported as fit to work in Atrium/MijnHR. Over this period you will receive the KPN Service Plan remuneration in proportion to your capacity for work.
  - From the month following the month in which you are reported fully fit for work in Atrium/MijnHR, you will receive the full KPN Service Plan remuneration.

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

# 5 Other obligations

- 1 You must adhere to the guidelines that KPN has set out for the implementation of the KPN Service Plan scheme. KPN will inform you of these guidelines.
- You must comply with the instructions given by KPN regarding the KPN Service Plan. Your manager may impose disciplinary measures if you fail to comply with these rules.
- 3 These measures include:
  - a. a written warning or dismissal; and/or
  - b. a suspension or removal from your job, temporary or permanent; and/or
  - c. non-payment of some or all of the KPN Service Plan remuneration, whereby the manager will decide the percentage of non-payment based on the facts of the case; and/or
  - d. suspension of the implementation of the KPN Service Plan for such period as the manager shall decide based on the facts of the case (temporary cessation).
- Irrespective of the above, the KPN Service Plan remuneration may always be corrected if once it is fixed it is shown that the results based on which it was fixed are incorrect. If the KPN Service Plan remuneration has already been paid at the time of correction, you must repay the amount that was overpaid.

# 6 Establishing the implementation guidelines and setting targets

The implementation guidelines of the KPN Service Plan will be determined separately by KPN, and will include, for example, the weighting of the targets and threshold, on-target, and maximum values. As from 2015, KPN will enter into consultations with its partners regarding the implementation guidelines and the setting of targets, which KPN will determine.

# **Collective Agreement Budget supplement**

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. In the case of a 40-hour working week (Sales, IT, Strategic Recruitment, staff directly employed by KPN Contact and Customer Expert groups), or a 37-hour working week (General, Retail and staff indirectly employed by KPN Contact groups) you can buy a maximum of 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:
- (extra) pension contributions (IPS) (up to 1 January 2015 this does not apply to employees of KPN Contact BV, although up to this date extra pension contributions are possible insofar as they come within the limits of the pension scheme);
- purchase a bicycle from your gross salary;
- pay fitness fees from your gross salary;
- purchase furniture from your gross salary, if you are participating in the New Way of Living and Working and, consequently, need to furnish a workplace at home;
- pay union dues from your gross salary;
- pay for green driving (up to 1 January 2015 this does not apply to employees of KPN Contact BV).

There are statutory limits to what you may save for a life-course scheme and the level of a pension contribution or extra contributions 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.

# 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.
- 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 compelling 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.
- 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.
- 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 contribution to your pension. This is only possible immediately prior to your retirement date. Another condition is that this extra contribution must not lead to an excessive entitlement within the meaning of the Payroll Tax Act 1964 (Wet op de loonbelasting 1964).

# Flextime scheme

# 1 Reason for Flextime

Flextime gives you an opportunity to determine your own average working hours per week. If you fall under IT (Chapter 9), Sales (Chapter 11), Strategic Recruitment (Chapter 12) or Customer Expert (Chapter 15), you can reduce your average weekly working hours to 36, 37, 38 of 39 hours. If your position is in one of the other groups (General, Retail or staff indirectly employed by KPN Contact BV), 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 register for Flextime once per year in Atrium/MijnHR. The choice you make will apply throughout the calendar year. Interim changes are not possible unless you move to a different job with different average weekly working hours, for example, from a 37-hour per week job to a 40-hour per week job, 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 Flextime as of that date. If you join the company on a different day of the month, you can participate in Flextime from the first day of the next month.

# 3 Flextime allowance if you work extra hours

You receive any extra Flextime 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 of 40 hours per week, your monthly salary will be reduced proportionately. For example: you normally work 40 hours but under Flextime 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 work incapacity

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

# 6 Part-time workers

Part-time employees cannot participate in the scheme, but if you are a part-time employee 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 (Wet aanpassing arbeidsduur). If you do this you will be subject to the rules contained in that act.

# APPENDICES SPECIFIC TO KPN (NOT KPN CONTACT)

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

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

# 1 Extra pension accrual

# Employees who:

- were born before 1 January 1950; and
- were employed by the employer on 31 March 2000; and
- had been employed without interruption by the employer from 1 April 2000 until the retirement 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 retirement date, insofar as the maximum participation period of 40 years is not exceeded.

# 2 Pension supplement

- 1 Employees who:
  - were born before 1 January 1950; and
  - were employed by the employer on 31 March 2000; and
  - had been employed without interruption by the employer from 1 April 2000 until the retirement 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 retirement date.
- The old-age pension shall be supplemented for the employees referred to in section 1 to raise it to 80% of the basis for supplements.
- 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 1 April 2000 until the retirement 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 section 2. General salary adjustments in that period shall be taken into account. For an employee who uses this scheme on or after 1 January 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.
- The calculation of the old-age pension referred to in section 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.
- The percentage referred to in section 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 retirement date.
- If the retirement date described in Article 87, section 1 of the KPN Collective Agreement 2006-2007 (valid until 31 December 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.
- 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 1 January 1950; and
  - were employed by the employer on 31 March 1996; and
  - had been employed without interruption by the employer from 31 March 1996 until the retirement 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 1 February 1997;

shall qualify for a supplementary pre-pension benefit to be determined once only, provided the retirement date occurs before the said employee reaches the age of 62.

The supplementary pre-pension benefit depends on the employee's age on 31 March 1996 and on the chosen savings objective according to the situation on 1 January 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 31 Supplementary pre-pension benefit as percentage of the benefit basis for different saving objectives (according to the situation on 1 January 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%

- 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 section 2. In the case of participants who received payment for additional hours in the 12 months immediately preceding the retirement 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 1 January 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.
- The percentage referred to in section 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 retirement date.
- 5 The supplementary pre-pension benefit determined in accordance with sections 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 retirement 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.

- The monthly supplement on the grounds of the pension supplement referred to in Article 2, section 2, and the supplementary pre-pension benefit referred to in section 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 retirement date before the age of 62 and the first of the month in which the employee reaches the age of 65.

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

### 1 Applicability

This scheme applies to employees born on or after 1 January 1950 and for whom the prospect of the transitional pre-pension provisions, as included in the Collective Agreement that applied on 31 December 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 retirement 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 31 December 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 31 December 2005, as referred to in Appendix 8, Article 2, of the KPN Collective Agreement 2004/2005 (valid on 31 December 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 pension entitlements of the employee before the age of 65 years which were accrued between
   1 April 2000 and 1 January 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 1 January 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 1 January 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 said 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 KPN Social Plan 2014-2015 or the corresponding article in a previous KPN Social Plan and the employment contract is terminated for these reasons, the additional contributions the employer made payable to the relevant employee 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 Article 3.3 and – where relevant – Article 3.4 of the KPN

Social Plan 2014-2015 or the corresponding articles in any previous KPN Social Plan, irrespective of whether or not the employee has transferred these additional employer contributions 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 Miscellaneous 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 health insurance

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

# Voluntary early retirement scheme (VUT)

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

### 1 Conditions for participation

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

- were born before 1 April 1941 or born on or after 1 April 1941 but before 1 January 1950 and had been employed by the employer for 25 years or more on 1 April 1996; and
- were employed by the employer without interruption from 31 March 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 perform the stipulated work for their full working week on account of sickness and/or work incapacity 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 under 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 under 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. The increase of the normal working hours as of 1 May 2008 to an average of 40 hours per week for those employees placed in the IT or Sales groups will be disregarded when the salary in the last full month is determined. The effect of the increase of the normal working hours for those employees will be discounted in the emoluments pension.

The monthly benefit shall be 80% of the benefit basis. For an employee who uses this scheme on or after 1 January 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 1 April 2000; plus
- the old-age pension accrued from 1 April 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, 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 1.7% as of 1 April 2014. The increase for the months from April to October 2014 will be allocated and paid no later than October 2014.

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 (Ziektewet) or WAO (Incapacity for Work Act)/ WIA (Work and Income According to Labour Capacity 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 WAO/WIA, 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 WAO/WIA.

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 1 April 1941 but before 1 January 1950 and who had worked for the employer for 25 years or more on 1 April 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 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, sections 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 employees 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 Miscellaneous provisions

#### 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.

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

#### **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 dies. 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 administer 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 apply by analogy.

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 1 January 1950 and for whom the prospect of the voluntary early retirement transitional provisions, as included in the Collective Agreement that applied on 31 December 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 1 January 2006 from the date on which the employee had had a prospect of early retirement (the 'departure date'), by virtue of the Collective Agreement that applied to the relevant employee on 31 December 2005.

The compensation shall be realised by means of:

- the employee's higher pension accrual after the age of 65 from 1 January 2006, in comparison with the accrual under the pension scheme that applied for the employee until 1 January 2006;
- conditional granting of an extra pension entitlement, as referred to in the Social Accord Implementation Decree on Pension Matters 2004 ('soft pension'). The size of the conditional pension is determined once only on 31 December 2005. Awarding and financing shall occur at the retirement date, but in all instances not later than on 1 January 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 conditional pension entitlement is insufficient, the employee shall be granted an extra employer's contribution for life-course savings, so that the said compensation together with the conditional pension commitment can be achieved. The extra employer's contribution shall be granted for the period from 1 January 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 31 December 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 1.7 percent as at 1 April 2014, if the relevant employee took the paid leave referred to here on 1 April 2014. The increase for the months from April to October 2014 will be allocated and paid no later than October 2014. The increase of the normal working hours as of 1 May 2008 to an average of 40 hours per week for those employees placed in the IT or Sales groups will be disregarded when the salary in the last full month is determined. The effect of the increase of the normal working hours for those employees will be discounted 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 uses this scheme on or after 1 January 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 Article 2.2 of the KPN Social Plan 2014-2015 or the corresponding article in a previous KPN Social Plan and the employment contract is terminated for these reasons, the additional contributions the employer made payable to the relevant employee 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 Article 3.3 and – where relevant – Article 3.4 of the KPN Social Plan 2014-2015 or the corresponding articles in any previous KPN Social Plan, irrespective of whether or not the employee has transferred these additional employer contributions 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 Miscellaneous 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 employees 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 health insurance

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

# **APPENDICES SPECIFIC TO KPN CONTACT**

### **Transitional provisions**

# A. Agreements concerning OVR1 and OVR2 (2003 Transitional provisions SNT Collective Agreement, amended as of 1 January 2007 and 1 July 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 on 7 April 1999' and 'Transitional measures for employees of the Business telephone post (hereinafter referred to as: BTP) dated 1 October 2001'. These agreements and measures were given substance upon the establishment of the SNT Collective Agreement 2003, 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 31 December 2002 (SNT indirect, SNT Collective Agreement direct, KPN Collective Agreement, KCC Collective Agreement) to the SNT Collective Agreement 2003. 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

- 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 1 January 2012 and benefits while incapacitated for work. The OVR1 supplement will be increased by 8%, once only, on 1 January 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 31 December 2004 that expires on 31 December 2006 (or on 30 September 2008 for BTP employees), or an amount phased out over time, whereby 11.11% of the value determined on 31 December 2004 is reduced every six calendar months from 1 January 2005 to 1 January 2009 (or from 1 October 2006 to 1 October 2010 for BTP employees) (the 'soft landing').
- 3. If the employee accepts a higher level position, the temporary allowance is replaced insofar as possible with salary.
- 4. The OVR1 allowance is nominal as of 1 January 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:

- 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 1 January 2012 and benefits while incapacitated for work. The OVR2 supplement will be increased by 8%, once only, on 1 January 2012 as a result of the introduction of the Collective Agreement Budget supplement at KPN Contact.
- 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 insofar as possible with salary.
- 4. <u>If the employee accepts a higher level position, the allowance is replaced insofar as possible with salary.</u>
- 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 1 January 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 an OVR1 allowance and/or OVR2 allowance

Expired as at 1 January 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 '2002 guaranteed hourly wage' has been determined for every employee in service on 31 December 2002, based on the gross salary and gross hourly wage definition in the employment conditions regime in effect for him on 31 December 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 31 December 2002, these will be kept in place until 30 September 2008.

#### For OVR1:

#### <u>'Perceptive Mental Workload' Scheme</u>

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 marries: 4 days;
  - b) Upon the death of the employee's spouse, parent, step-parent, father or mother-in-law, child, step-child 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', step-parents', in-laws', child's or step-child's 25th, 40th, 50th and 60th wedding anniversary and upon the employee's, employee's spouse's, employee's parent's, employee's step-parent'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 described in Book 1, Article 80a, section 6 of the Dutch Civil Code. For the purposes of this article, 'marriage' is also understood to include the registration of a partnership as described in Book 1 Article 80a, section 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. As an exception to what is stated in sections 1 and 2, the table below applies to the full-time employee who was covered by the KCC Collective Agreement on 31 December 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 31 December 2006 arising from the age-related hours scheme in this appendix is frozen as of 1 January 2007. For BTP employees the entitlement held by an employee on 30 September 2008 is frozen as of 1 October 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 section 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 section 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 1 July 2004 are subject to the SNT Pension Scheme from 1 July 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 dependant'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 31 December 2002 and who still receive this phase-out arrangement, this scheme will remain in place until 31 December 2006 in line with Article 93 of the Collective Agreement 2003-2004.

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

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

- This commutation arrangement is in effect for the period from the implementation date (expected 1 January 2005) of the quarterly hour standard and the corresponding special remuneration (additional work and overtime compensation and the new working times supplement table) until 1 January 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 SNT Collective Agreement 2003.
- 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 SNT Collective Agreement 2004/2005 (table and system). The negative difference between the SNT Collective Agreement 2003 and the SNT Collective Agreement 2004/2005 serves as <u>basis</u> 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, subject to the provisions of section 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 1 January 2007 because of VUT, FLO or (pre-) pension entitlements, the commutation arrangement will be calculated for the period from 1 January 2005 until the departure date and paid out according to the tranches above.
- 9. The current guarantee allowances based on Article 102 of the SNT Collective Agreement 2003 and the individual scheme for 24-hour services in Eindhoven remain in effect for those employees who were still entitled to this on 1 January 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 1 January 2005) of the quarterly hour standard and the corresponding special remuneration (additional work and overtime compensation and the new working times supplement table) until 1 October 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 section 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 1 January 2005.
- 2. The supplementary scheme is in effect from 1 January 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 31 December 2006.
- 3. Employees are eligible if they:
  - a. were eligible for a supplement to the standard travel expense reimbursement until 31 December 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 1 January 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 said 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 said 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 payable by the employer.
- 9. For employees who received a supplement to the travel expenses for own transport until 31 December 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 payable by the employee.

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

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

An employee employed by Koninklijke KPN N.V. from 31 March 2000 to 1 July 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 KPN Pension Fund (KPN Contact pension scheme) for the pre-pension transitional measures described in this appendix.

#### Article 1 Extra pension accrual

Employees who:

- were born before 1 January 1950; and
- were employed by the employer on 31 March 2000; and
- had been employed without interruption by KPN from 1 April 2000 and following that, from 1
  July 2001, by SNT or its legal successor(s) without interruption until the retirement date as
  referred to in the pension scheme rules and regulations of the Stichting Pensioenfonds KPN
  (KPN Contact pension scheme); and
- had a prospect of pre-pension on 30 September 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 retirement 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 retirement date.
- 2 The amount of the temporary supplement is determined on 30 June 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 30 June 2004 and the retirement date differs from the part-time factor as of 30 June 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 section 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 retirement date.
- 4 If the retirement date is brought forward, the temporary pension supplement shall be reduced using the rates and percentages shown in Appendix 2 of the pension scheme rules and regulations of the Stichting Pensioenfonds KPN (KPN Contact pension scheme).
- 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 31 March 1996 and was employed by KPN without interruption and subsequently employed by SNT without interruption from that date until the retirement date as referred to in the pension scheme rules and regulations of Stichting Pensioenfonds KPN (KPN Contact pension scheme) and who was a participant in the Pre-pension Saving Scheme (PPS scheme) before 1 February 1997, is eligible for a supplementary pre-pension benefit (that is determined once only) upon retirement before the age of 62 years.
- 2 The amount of this supplementary pre-pension benefit is determined on 30 June 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 30 June 2004 and the retirement date differs from the part-time factor as of 30 June 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 section 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 retirement date.
- 4 The supplementary pre-pension benefit determined in accordance with sections 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 rules and regulations of the Stichting Pensioenfonds KPN (KPN Contact pension scheme). 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 retirement 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.
- The supplementary pre-pension benefit may only be used for the period between a retirement date before the age of 62 and the first of the month in which the employee reaches the age of 65.

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

#### Article 1 Applicability

This scheme applies to employees born on or after 1 January 1950 and for whom the prospect of the transitional pre-pension provisions in effect on 30 September 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 retirement 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 31 December 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 31 December 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 1 April 2000 and 1 January 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 1 January 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 1 January 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 said 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 KPN Social Plan 2014-2015 or the corresponding article in a previous KPN Social Plan and the employment contract is terminated for these reasons, the additional contributions the employer made payable to the relevant employee 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 Article 3.3 and – where relevant – Article 3.4 of the KPN Social Plan 2014-2015 or the corresponding articles in any previous KPN Social Plan, irrespective of whether or not the employee has 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 regulations of the Stichting Pensioenfonds KPN (KPN Contact pension scheme).

#### Article 7 Miscellaneous 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 regulations of the Stichting Pensioenfonds KPN (KPN Contact pension scheme) and/or Article 18 of the regulations 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 Group health insurance

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

#### 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 31 March 1996 and who:

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

#### Article 2

- 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.
- 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 three months before the desired commencement date. The employment contract's termination on the grounds of the voluntary early retirement scheme takes place voluntarily.

#### Article 4

- 1 Employees who are unable to perform the stipulated work for their full working week on account of sickness and/or work incapacity 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 under 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 1 June 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 1 January 1989, either as a public servant or on the basis of an employment contract under 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).
- 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 1 July 2004 shall be added to the monthly benefit as referred to in section 1.
- 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 1.7% as of 1 April 2014. The increase for the months from April to October 2014 will be allocated and paid no later than October 2014.

#### Article 10

Participants who also qualify during the voluntary early retirement benefit for benefit payments pursuant to the Sickness Benefits Act (Ziektewet) or WAO (Incapacity for Work Act)/WIA (Work and Income According to Labour Capacity 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 WAO/WIA, 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 WAO/WIA.

#### **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 1 April 1941 but before 1 January 1950 and who had worked for the employer for 25 years or more on 1 April 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

- In the case of employees who are participants in the Stichting Pensioenfonds KPN (KPN Contact 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. Miscellaneous 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 dies. 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 administer 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.

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

#### Article 1 Applicability

This scheme applies to employees born on or after 1 January 1950 and for whom the prospect of the transitional provisions for voluntary early retirement in effect on 30 September 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 1 July 2004 from the date on which the employee had had a prospect of early retirement (the 'departure date'), by virtue of the Collective Agreement that applied to the relevant employee on 30 September 2005.

The compensation shall be realised by means of:

- conditional granting of an extra pension entitlement, as referred to in the Social Accord Implementation Decree on Pension Matters 2004 ('soft pension'). The size of the conditional pension is determined once only on 31 December 2005. Actual granting and funding takes place on the retirement 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 conditional pension entitlement is insufficient, the employee shall be granted an extra employer's contribution for life-course savings, so that the said compensation together with the conditional pension commitment can be achieved. The extra employer's contribution shall be granted for the period from 1 January 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 31 December 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 1 July 2004. The payment of 75% of the last-earned scale salary, OVR 1 and OVR 2 salary plus the emoluments pension accrued to 1 July 2004 will be increased by 1.7 percent as at 1 April 2014, if the relevant employee took the paid leave referred to here on 1 April 2014. The increase for the months from April to October 2014 will be allocated and paid no later than October 2014. 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 Article 2.2 of the KPN Social Plan 2014-2015 or the corresponding article in a previous KPN Social Plan and the employment contract is terminated for these reasons, the additional contributions the employer made payable to the relevant employee 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 Article 3.3 and – where relevant – Article 3.4 of the KPN Social Plan 2014-2015 or the corresponding articles in any previous KPN Social Plan, irrespective of whether or not the employee has 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 1 July 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 regulations of the Stichting Pensioenfonds KPN (KPN Contact pension scheme).

#### Article 5 Miscellaneous 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 regulations of the Stichting Pensioenfonds KPN (KPN Contact pension scheme) 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 employees who are participants in the Stichting Pensioenfonds KPN (KPN Contact 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 Group health insurance

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

#### Article 1 Scope of application

As of 1 July 2006, the Collective Agreement for KPN Contact and SNT Nieuw 1 October 2005 to 1 January 2007 and the Agreement on transitional agreements below dated 27 April 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 Feedback 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 1 July 2006.

## Article 2 Agreement on transitional agreements KPN-KPN Contact dated 27 April 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 Ms 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 (referred to hereinafter collectively as: 'the trade unions'),

#### Whereas:

- On 1 July 2006, KPN employees employed at Consumer Market Telephone Customer Feedback 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 relevant employees;
- The parties have agreed the following concerning these differences;

## The parties are agreed that:

### 1 Transfer of employees

The relevant employees 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 they have accrued. 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 KPN Collective Agreement 2006/2007. 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 30 April 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 1 January 2006 as included in the KPN Collective Agreement 2006-2007. The placement income is

multiplied by the factor net working hours KPN Contact / net working hours KPN. The term 'net working hours' is defined as the gross working hours on an annual basis less 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 1 January 1950 this is 33% of the Defined Premium applicable for them; for employees born on or after 1 January 1950, this is 15%. For employees who had a prospect of voluntary early retirement based on the KPN Collective Agreement 2004-2005 and who were born before 1 January 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 1 May 2006 in line with the system of the KPN Contact Collective Agreement. The placement allowance becomes a nominal amount as of 1 January 2010 however. This placement allowance will be increased by 8%, once only, on 1 January 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 1 January 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. An employee born before 1 January 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 contribution into KPN's pension fund.

#### 2.5 Voluntary early retirement

For employees who had a prospect of voluntary early retirement based on the KPN Collective Agreement 2004-2005, this prospect of voluntary early retirement is respected in the same way provided for in the KPN Collective Agreement 2006-2007.

Employees born before 1 January 1950

The transitional arrangement included in Appendix 11a of the KPN Collective Agreement 2006-2007 remains in place for employees born before 1 January 1950. Employees are required to pay an unchanged voluntary early retirement premium.

Employees born on or after 1 January 1950

The transitional arrangement for voluntary early retirement has expired for employees born on or after 1 January 1950. The relevant employees are compensated for this in the same way provided for in Appendix 11b of the KPN Collective Agreement 2006-2007, on the understanding that Article 2, third bullet, line 4 should read as follows: '(...) 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 therefore not participate in the SNT Pension Fund. 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 specified there be increased by an amount equal to what the employee must pay in personal contribution to pension at KPN Contact, since the employee will continue to pay the KPN Pension premium for which he has already been compensated in his gross salary from KPN.

#### 2.6 Pre-pension

For employees who had a prospect of pre-pension based on the KPN Collective Agreement 2004-2005, this prospect of pre-pension is respected in the same way provided for in the KPN Collective Agreement 2006-2007.

Employees born before 1 January 1950

The transitional arrangement included in Appendix 10a of the KPN Collective Agreement 2006-2007 remains in place for employees born before 1 January 1950.

Employees born on or after 1 January 1950

The transitional arrangement for pre-pension has expired for employees born on or after 1 January 1950. The relevant employees are compensated for this in the same way provided for in Appendix 10b of the KPN Collective Agreement 2006-2007.

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 therefore not participate in the SNT Pension Fund. 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 specified there be increased by an amount equal to what the employee must pay in personal contribution to pension at KPN Contact, since the employee will pay the KPN Pension premium for which he has already been compensated in his gross salary from 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 1 January 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 1 January 1950.

The above applies regardless of any contribution into life-course savings that may be agreed in the SNT Nieuw/KPN Contact Collective Agreement 2007. The benefit will be granted to an employee who is employed by KCC Nederland B.V. on 1 September 2006 and 1 September 2007, respectively, and will be paid with his salary for September 2006 and September 2007, respectively.

Employees born after 1 January 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 1 January 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 their monthly salary plus any placement allowance from December 2006 and December 2007, respectively. The payment is made in January 2007 and January 2008, respectively, if the employee is employed by KCC Nederland B.V. on 1 January 2007 and 1 January 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 hours 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 KPN Collective Agreement 2006/2008 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 KPN Collective Agreement 2006/2008 would have resulted in a higher compensation in 2006 or 2007, respectively, than the employee received based on the Overtime scheme under 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 1 September 2006 and 1 September 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 Vacations

Employees can bring 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 work incapacity pension

Employees who currently receive an allowance as a result of their 'supplementary incapacity pension' will retain this allowance at KPN Contact.

#### 3.11 Guaranteed hourly wage

The '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. For the avoidance of doubt: 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 1 January 2008.

#### 3.13 Individual commitments

Individual agreements between the employee and KPN recorded in writing may only be amended in consultation with the relevant employee.

## 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 supernumerary, the parties will meet at that point to make supplementary agreements on top of the current 'SNT Social Plan'.

Drawn up and signed in eight copies, on 16 May 2006 in The Hague;

on behalf of KCC Nederland B.V.: on behalf of the trade unions:

Mr H.J.M. Knaapen Ms D.T.C. Wiek-Meulman director of Human Resources KPN N.V. 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

#### Purposes for individual assignment of vacation entitlement (Article 3.7, 13.29 or 14.26)

#### Article 1 General

- 1 Employees with individually assigned vacation entitlements (Article 13.7, 13.29 or 14.26) 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 described in Articles 13.7, 13.29 and 14.26 respectively.
- 2 Gross salary: the monthly salary, described in Articles 1.1(d), 13.2(f) and 14.2(f) respectively.
- 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 SNT Collective Agreement 2003, 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.
- 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(1) (r) of the Payroll Tax Act (Wet op de loonbelasting).
- 3 The limitation term of 5 years, as referred to in Book 7, Article 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 section 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 compelling business interests.
- 10 Immediately following the commencement of the long-term leave, all expenses or 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 may return to his 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

- 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 1 January 2012 as a result of amended legislation.

#### Article 7 Pension

- In addition to the regular possibilities of the pension scheme for extra pension contributions, the employee may deploy vacation hours to improve his pension, subject to the relevant regulations of Stichting Pensioenfonds KPN (KPN Contact pension scheme) 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).
- 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 choice by completing and signing an application form for that purpose. The form must be signed for consent by the employee's manager. The employee sends the application form to the HR Department, which further processes it.
- 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 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 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.

## **APPENDICES CONCERNING:**

- CHANGES TO DIVISION OF CHAPTERS AS OF 1 NOVEMBER 2014
- INTRODUCTION OF CUSTOMER EXPERT GROUP CHAPTER AS OF 1 NOVEMBER 2014

Transitional provisions for employees who as at 31 October 2014 have been placed in the IT group and as at 1 November 2014 in the General group

#### 1 Application

These transitional provisions apply to you if, following the transition of the IT group to the General group you are placed in the General group.

#### 2 Working hours

- 1 Are you a part-time employee as at 31 October 2014 and are your normal working hours 37 hours per week or less? Your working hours and salary remain unchanged as a result of your transfer to the General group.
- Are you as at 31 October 2014 a full-time employee or a part-time employee whose normal working hours are 37 hours per week or more? As of 1 November 2014:
  - a. you have a full-time employment contract for 37 hours per week;
  - b. your salary is adjusted pro rata these 37 hours;
  - c. up to the end of 2017 you are guaranteed entitlement to Flextime in accordance with the amount specified in your employment contract as at 31 October 2014, unless you indicate that you do not want this.

#### 3 Variable remuneration

As of 1 November 2014 your bonus percentage will be 1.5 lower than on 31 October 2014 as a result of your transfer to the General group. For this reason, as at 1 November 2014 you will be paid an allowance of 0.6% of your salary for October 2014, after correction for your new working hours as of 1 November 2014.

This allowance is not indexed and also not varied in line with salary increases, with the proviso that in the case of a change to a higher salary scale within KPN the amount of the allowance will be converted to salary insofar as the normative salary is not yet reached on the new scale. This allowance is the basis for calculating the Collective Agreement Budget, the variable remuneration, pension accrual, and hours-related supplements as allocated by KPN and is still paid in the event of sick-leave. For this specific situation this allowance is also the basis for any Social Plan calculation.

Transitional provisions for employees who as at 31 October 2014 have been placed in the Strategic Recruitment group and as at 1 November 2014 in one of the General, Retail, Sales or Customer Expert groups

#### 1 Application

These transitional provisions apply to you if, following the transition of the Strategic Recruitment group to the General, Retail, Sales or Customer Expert groups you are placed within one of such groups.

## 2 Working hours

Are you placed in a group for which as at 1 November 2014 a normal working week of 37 hours applies? As of 1 November 2014:

- a. you have a full-time employment contract for 37 hours per week;
- b. your salary is adjusted pro rata these 37 hours;
- c. for the duration of the Young Talent Program you are guaranteed entitlement to three hours' Flextime unless you indicate that you do not want this.

#### 3 Salary scale

As at 1 November 2014 you will be placed in the scale that applies to your job title. If on 31 October 2014 the provisions of Article 4.3, section 5 applied to you and the period specified in that section has not expired on 1 November 2014, that section continues to apply to you.

Transitional provisions for employees who as at 31 October 2014 have been placed in Chapter 13 (staff directly employed by KPN Contact) and as of 1 November 2014 in the General group

## **Working hours**

- 1 Are you a part-time employee as at 31 October 2014 and are your normal working hours 37 hours per week or less? Your working hours and salary remain unchanged as a result of your transfer to the General group.
- Are you as at 31 October 2014 a full-time employee or a part-time employee whose normal working hours are 37 hours per week or more? As of 1 November 2014:
  - a. you have a full-time employment contract for 37 hours per week;
  - b. your salary is adjusted pro rata these 37 hours;
  - c. up to the end of 2017 you are guaranteed entitlement to Flextime in accordance with the amount specified in your employment contract as at 31 October 2014, unless you indicate that you do not want this.

## **Criteria for Customer Expert salary grades**

You are placed in the Customer Expert group on the basis of your work and the following criteria:

- You have contact with unspecified customers/random customers via a general customer input. This contact is made over the telephone, online, chat, e-mail, letters, etc. You have no face-to-face-contact except for webcam contact.
- You answer service questions about, for example, service, breakdown, usage, invoicing, complaints and sales activities.
- You provide backoffice support (order and ticket management) and/or perform second-line activities and/or you have a specialism (e.g. internet, mobile, fibre optic).
- You have direct short-cycle customer contact.
- Your customers are end users and/or purchasers of standard KPN products and services.
- Your work relates to volume-driven services with standard processes.

APPENDIX 21

Job groups that come within the Customer Expert salary grades

department	unit	job code	job title
RSD CCC KC Glass Mobile		SNT412	Customer Expert D
Glass		SNT408	Customer Expert E
		SNT405	Customer Expert F
		SNT536	Coach
		SNT514	Team Leader (H)
RSD CCC KC Glass Mobile		SNT412	Customer Expert D
Mobile		SNT408	Customer Expert E
		SNT405	Customer Expert F
		SNT422	Customer Expert G
		AIK563	Support Desk Employee
		SNT536	Coach
		SNT514	Team Leader (H)
		SNT513	Team Leader (G)
RSD CCC KC Service		SNT412	Customer Expert D
		SNT408	Customer Expert E
		SNT405	Customer Expert F
		SNT536	Coach
		SNT514	Team Leader (H)
RSD CCC KC Fixed Mobile		SNT418	Customer Expert B
		SNT412	Customer Expert D
		SNT408	Customer Expert E
		SNT405	Customer Expert F
		SNT422	Customer Expert G
		SNT536	Coach
		SNT537	Coach
		SNT514	Team Leader (H)
RSD CCC KC Sales		SNT412	Customer Expert D
THE COUNTY CAISE		SNT408	Customer Expert E
		SNT405	Customer Expert F
		SNT536	Coach
		SNT514	Team Leader (H)
RSD CCC KC Customer		CRA009	All-round Customer Feedback Employee
Service Complaints		SNT101	Complaints Handling Employee
Organisation		SNT102	Senior Complaints Handling Employee
		CRA017	LST Employee
		SNT103	Complaints Handling Specialist
		CRA007	LST Employee
		CRA018	All-round LST Employee
		SNT401	Team Manager
		SNT422	Customer Expert G
RSD CCC KC Contact BO	KSD	SNT412	Customer Expert D
NOD CCC NC Contact BO	KSD	SNT408	
		SNT405	Customer Expert E Customer Expert F
		SNT422	Customer Expert G
		SNT536	Coach
DSD CCC Dacketting Order		SNT514	Team leader (H)
RSD CCC Backoffice Order		PSP06A	Order Processor
& Ticket		PSI07C	Customer Service Employee
		SSS08	General Manager
		SSS10	General Manager
		IPP07	Quality Employee

## Job groups that come within the Customer Expert salary grades (cont.)

department	unit	job code	job title
RSD CCC Backoffice TSD		PSI06C	Customer Service Employee
		PSI07C	Customer Service Employee
		PSP06A	Order Processor
		PSP07A	Order Processor
		IIP07	Administration Employee
		IPP07	Quality Employee
		PPP06	Technical Management Employee
		PPP07	Technical Management Employee
		SSP07	Supervisors
		SSP08	Supervisors
		SSS08	Manager
		SSS09	Manager
RSD CCC Backoffice		IIP05	Administration Employee
Wholesale		PSI06C	Customer Service Employee
		PSP04A	Order Processor
		PSP05A	Order Processor
		PSP06A	Order Processor
		PSP07A	Order Processor
		PSP08A	Order Processor
		SSP07	Supervisor
		SSS09	Manager
RSD CCC BO		PPI06A	Engineer
Delivery&Service Helpdesk		PSI05C	Customer Service Employee
,		PSI06C	Customer Service Employee
		PSI07C	Customer Service Employee
		SSP07	Supervisor
		SSS07	Manager
		SSS08	Manager
		SSS09	Manager
RSD CCC BO Delivery		PSI06C	Customer Service Employee
,		PSI07C	Customer Service Employee
		PSP04A	Order Processor
		PSP05A	Order Processor
		PSP06A	Order Processor
		PSP07A	Order Processor
		PSP08A	Order Processor
		SSP06	Supervisor
		SSP07	Supervisor
		SSS09	Manager
RSD CCC Telfort CS	Webcare	PSI06C	Customer Service Employee
		PSI07C	Customer Service Employee
		PPP06	Technical Management Employee
		SII09B	Advisor
	Second	PPP06	Technical Management Employee
	Line	PSI07C	Customer Service Employee
		SSS08	Manager
		PSI06C	Customer Service Employee
		PSI05C	Customer Service Employee

## Job groups that come within the General salary grades

department	unit	job code	job title
RSD CCC KC Glass Mobile		ISI07	Process Organisation Employee
Mobile	Specialists	AIK541	Network Services Specialist
		SNT514	Team leader (H)
	Test Team	SNT405	Customer Expert F
		SNT514	Team leader (H)
	Dealer	SNT408	Customer Expert E
	desk Fo	SNT405	Customer Expert F
	CM	SNT514	Team leader (H)
RSD CCC KC Service	Service	SNT514	Team leader (H)
	Expert XL	CRA009	All-round Customer Feedback Employee
	Shops	CRA010	Regional Customer Feedback Employee
RSD CCC KC Fixed Mobile	ZM BRM 1	SNT405	Customer Expert F
	and 2	SNT514	Team leader (H)
	ZM MMS	SNT412	Customer Expert D
		SNT405	Customer Expert F
		SNT536	Coach
		SNT514	Team leader (H)
RSD CCC Backoffice Order		ISI10	Process/Chain Manager
& Ticket		ISI08	Specialist Process Organisation
		IPP10	Quality Manager
		IPP09	Quality Specialist
		IPP08	Quality Specialist
RSD CCC Backoffice TSD		IPP09	Quality Specialist
		IPP08	Quality Specialist
		PSS10	Project Leader
		SPS10	Workforce Manager
		SSS11	Manager
		SSS13	Manager
RSD CCC Backoffice		PSP09B	Services Administrator
Wholesale		PSP10B	Services Manager
RSD CCC BO		SSS13	Manager
Delivery&Service Helpdesk			
RSD CCC BO Delivery		SSS13	Manager
Corporate Departments		SII05A	Assistant
		MXXA13	Manager Business Line ZM
BO EC		11109	Specialist Information Analyst
		III10	Information Analyst
		IPP07	Quality Employee
		ISI08	Specialist Process Organisation
		ISI11	Process/Chain Manager
		PIP07	Planner
		PIP10	Specialist Planner
		SPS12	Workforce Manager

Conversion matrix KPN Contact job matrix to KPN job matrix

KPN Contact standard position	KPN code	KPN job matrix standard position
Customer Expert B	PSI02C	Customer Service Employee
Customer Expert D	PSI04C	Customer Service Employee
Customer Expert E	PSI05C	Customer Service Employee
Customer Expert F	PSI06C	Customer Service Employee
Customer Expert G	PSI07C	Customer Service Employee
Complaints Handling Employee	PSI05C	Customer Service Employee
Senior Complaints Handling Employee	PSI06C	Customer Service Employee
Complaints Handling Specialist	PSI07C	Customer Service Employee
Complaints Region Employee	PSI06C	Customer Service Employee
All-round Customer Feedback Employee	PSI07C	Customer Service Employee
Support desk employee	PSI07C	Customer Service Employee
Network Services Specialist	PPP08	Technical Supervisor
Coach	SSP06	Supervisor
Team Leader	SSS08	Manager

Any jobs under the KPN Contact job matrix that do not appear in this conversion matrix will be placed as at 1 November 2014 in the KPN job matrix whereby the job and salary scale level will be determined as follows:

- band A = scale 1

**APPENDIX 22** 

- band B = scale 2
- band C = scale 3
- etc.