

COLLECTIVE LABOR AGREEMENT

1 April 2020 – 28 February 2021

**for employees of
Ampleon Netherlands B.V.**

This CLA is an English translation of the Dutch CLA. In the event of a discrepancy or inconsistency between the Dutch and the English text of the CLA or a dispute concerning the interpretation or application thereof, the Dutch text will prevail.

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The undersigned:

1. Ampleon Netherlands B.V.

hereinafter referred to as: Ampleon

and

2. VHP2, established in Eindhoven;

3. DE UNIE, established in Culemborg;

4. CNV Vakmensen.nl, located in Utrecht

affirm that the following agreement has been reached.

CHAPTER 1: GENERAL

Article 1.1

Definitions

The employer: each of the parties mentioned above under 1, choosing to regard to these accommodation Nijmegen, Halfgeleiderweg 8, 6534 AV;

The organizations: the parties mentioned above under 2. through 4.;

The employees: all in service of employer, classified in one of the grades 10 - 19, however, with the exception of:

- executive employees with international roles in grade 19 on a contract of Ampleon Cooperatief U.A., as defined by employer;

Article 1.2

Term of the CAO

This collective labor agreement, hereinafter referred to as 'CAO', shall enter into force on 1 April 2020 and ends, with no notice of termination required, on 1 March 2021.

This COLLECTIVE LABOUR AGREEMENT replaces the aftereffects of the previous Ampleon CAO with the term of 1 April 2018 to 1 April 2020.

CHAPTER 2: OBLIGATIONS OF EMPLOYER AND EMPLOYEE

Article 2.1

Of the employer

1. The employer will have no staff in his service under conditions less favorable than provided in this CAO. He may, however, within the framework of the legal requirements for employees in a favorable sense deviate from these CAO-conditions. When this deviation, however, affects groups of employees, the employer will not proceed with this before having consulted the organizations.
2. Each employee will have a digital copy of this CAO [\[link\]](#) and the annexes that pertain to it.
3. With reference to information concerning the employee's private life, the employer will take all necessary measures to protect the privacy of the employee.

Article 2.2

Of the employee

1. The employee will act according to the provisions of this CAO and according to the instructions given to him/her by, or on behalf of, the employer. These instructions include the 'Code of Conduct' [\[link\]](#), established by the employer in consultation with the Works Council.
2. The employee will promote the interests of the employer to the best of his/her knowledge and ability, even when given no express instruction to this effect. He/she will carry out reasonable instructions, even if they concern tasks that are not part of his/her usual work.

CHAPTER 3: EMPLOYMENT CONTRACT

Article 3.1

Commencement and duration of the employment contract

1. At the start of employment, the employer and employee enter into an individual, written contract of employment, in which it is agreed that this and subsequent Collective Labor Agreements will apply to the employee.
2. The employment contract is valid for an indefinite period, unless otherwise agreed in the individual contract
3. The individual employment contract states the date of commencement of employment, the employee's position, the place where the employee is to commence his/her duties, the employee's grade, and his/her starting salary.

The individual employment contract also contains provisions relating to:

- the employee's running of a business and performing work for third parties;
- confidentiality regarding business matters, publications, and a non-competition clause;
- waiver of rights to industrial and intellectual ownership.

The employer will not hold employees in grades 14 and under to the provision concerning industrial and intellectual ownership and non-competition.

4. At the start of a temporary employment contract with a duration of at least 6 months and 1 day and of employment contracts for an indefinite period can be agreed upon in writing a probationary period of one or two months.

Article 3.2

Notice period in employment contract for an indefinite period

1. The employment contract can be terminated by the employer or by the employee. Except during the probationary period, a notice period applies, which begins on the first day of the month following the notice of termination; employment contract terminates at the end of the notice period. Notice of termination of employment will be confirmed in writing both by the employer and the employee.
2. The notice period for the employer depends on the length of employment on the day the notice is given:
 - a. With regard to employees classified in one of the grades of 10 to 14
 - employment of less than 5 years 1 month
 - employment of 5-10 years 2 months
 - employment of 10-15 years 3 months
 - employment of 15 years or more 4 months

- b. With regard to employees classified in one of the grades of 15 to 19
 - employment of less than 15 years 3 months
 - employment of 15 years or more 4 months
3. The notice period for the employee is dependent on his/her grade:
 - Grades 10 to 14 1 month;
 - Grades 15 to 19 3 months.

A shorter notice period may be arranged by mutual agreement. This will be confirmed in writing (e-mail) by the employer.
4. Continuous periods of employment with other companies belonging to the Ampleon organization will count towards the calculation of years of employment.¹

Article 3.3

Termination of the employment contract by operation of law

The employment contract is terminated without the legally required notice of termination:

- a. on the expiration of the period for which temporary employment was arranged;
- b. on the expiration of the period for which a temporary employment contract has been extended, either tacitly or otherwise, provided that the extensions do not exceed three years in total (regardless of the duration of the first temporary employment contract). The provisions of Article 7:668a of the Dutch Civil Code do not apply to the termination of an employment contract extended in this way. The term employment contract as used within the framework of this article is also understood to mean temporary employment contract. With effect from 1 July 2015 is paragraph 1 (a) article 7:668a BW (the 24 months) not apply to employment contracts entered into in connection with the provision of scientific and/or PhD research, as far as this is necessary for the conclusion of the promotion.
- c. unless terminated earlier and unless otherwise agreed, on the day on which the employee reaches the state pension age.

¹ The years of continuous employment which employees spent at Philips/NXP immediately preceding independence count at Ampleon Netherlands in all situations in which length of employment is a determining criterion.

CHAPTER 4: EXCHANGE OF EMPLOYMENT CONDITIONS

Article 4.1

A la Carte

Within certain limits, employees can compose their own employment conditions package based on a constant gross value. Participation in „à la carte“ is voluntary and is initiated by the employee.

SYSTEM

The “à la carte” system of options is based on the possibility of using the value of a number of standard conditions of employment (sources) to which employees are entitled under the CAO for a different purpose of their own choice.

The total gross value of the employment conditions package remains the same. The standard conditions of employment (sources) can be sub-divided into two categories: "Money" and "Time".

TIME AT WHICH CHOICE IS MADE

At which time the choice is made each year depends on the particular source and purpose. Once a choice has been made, it applies to the entire calendar year, unless the nature of the purpose binds the employee to a choice for more than one year.

Once a choice has been made, it cannot be changed or revoked.

CONSEQUENCES

Choosing to use gross pay for another purpose has consequences for determining the level of the daily wage for social security benefits such as unemployment (WW) and invalidity insurance benefits (WAO and WIA).

Adverse consequences of choices with regard to social security, taxation, etc., as well as risks arising from any changes in tax legislation and regulations, are the sole responsibility of the employee, and no compensation will be paid by the employer in respect thereof.

SOURCES THAT CAN BE USED

Money

Salary, including allowances and personal budget

Time

Vacation days in excess of the statutory number (a maximum of 5 days in case of full-time employment) that the employee did not take in the preceding calendar year;

PURPOSES

- a. Extra money for having the source “Time” paid out in full or in part
- b. Benefits:
 1. Bicycle scheme (bicycle and bicycle accessories)
 2. Extra leave days bought
 3. Trade union contribution (November)
 4. Life course savings scheme

AMPLEON

For further details concerning “à la carte”, including conditions and times at which choices can be made, please refer to the documentation on the Ampleon intranet ([link](#)).
Some of the benefits can be used because of fiscal and legal regulations. Parties will deliberate the situation if changes appear in these regulations.

CHAPTER 5: REMUNERATION

Article 5.1

Monthly salary

1. The system of remuneration developed by the employer is described more fully in the brochure "Remuneration System CAO". The salary scales will not be structurally changed without prior consultation with the organizations. Annex G of this agreement lists the salary scales.
2. The monthly salary of the employee is determined by:
 - the classification of the employee in one of the grades;
 - the salary scale established for each grade;
 - the assessment of the performance of the employee.Please refer to article 5.8 for further details.
3. The monthly salary will be paid before the end of every calendar month.

Article 5.2

Personal Budget

1. At the end of the calendar month a budget amount will be paid out with the monthly salary.
2. The personal budget includes the vacation allowance as described in article 5.6.
3. The budget is a percentage of the monthly salary, shift allowance and fixed special hours allowance.
4. The percentage mentioned in the previous paragraph is: 24.57%
5. If an employee chooses to buy a fixed amount of 13 days at the end of the year for the following year, the personal budget will be reduced by: 5.91%

Article 5.3

Bonus scheme

1. The employer has a bonus scheme for employees with an employment contract for an indefinite period.
2. The employer will determine a bonus target per calendar year or part thereof, which will consist of objectively measurable company targets, that will be shared with the works council at the start of every year.
3. Per 1-1-2019 the attainable bonus amounts to 6% of the sum of the annual salary including shift allowance and the fixed special hours allowance. If the targets have only been partially realized, the bonus percentage will be paid pro rata. Only when an employee was employed at Ampleon on or before 31-12-2018 and was eligible to a higher bonus percentage according to the former grades, the employee will keep the right to this bonus percentage.

4. The bonus scheme provides for the possibility to pay out a bonus amounting to maximum 200% of the nominal (on-target) bonus in the case of the maximum realization of targets.
5. If and insofar as the bonus target has, in the opinion of the employer, been realized by the employee, the bonus will be paid out no later than four months after the period in question, via the normal salary payments.

Article 5.4

Collective salary increase

With effect from April 1, 2020, a collective increase of 1,5% will be awarded to all employees, and with effect from September 1, 2020 a collective increase of 2% will be awarded to employees in all grades.

All this is subject to the differentiated collective rate, as referred to in article 5.5.

Article 5.5

Differentiated collective

The awarding of the agreed collective salary increase depends on the employee's individual performance assessment, as recently determined. Employees with the assessment "no fit" will not be awarded this collective salary increase.

If an employee is not eligible for the collective salary increase, the employer will devise a performance improvement plan no later than May 1 following the assessment of the employee's individual performance.

Article 5.6

Holiday allowance

1. The statutory percentage of holiday allowance (8%) is included in the personal budget as stated in article 5.2.
2. For employees aged 22 years and over, the holiday allowance will, however, amount to at least €2.049,- gross as from 1-4-2020, and €2.090,- gross per 1-9-2020. The amounts are adjusted by the percentage of the collective increases per those dates as referred to in article 5.4.
3. The employees as referred to in Annex A (art. A, paragraph 2 and art. B) will only be entitled to vacation allowance if and for as long as they authorize the employer to receive the vacation-benefit they are entitled to under the WAO (Disability Insurance Act) or WIA (Work and Income according to Labor Capacity Act) for inclusion in the payment made to him/her.
4. Employees who are fully unfit for work and are not entitled to any payment from the employer as referred to in Annex A are not entitled to vacation allowance.

Article 5.7

Payment per giro/bank transfer

The employee will enable the employer to make payments due by transfer to a bank account, designated by the employee.

In December, the employee can choose to have the salary payments of the following calendar year transferred every month in two parts, to two different bank accounts, designated by the employee.

Article 5.8

Salary scheme

I. Determination of the function level

1. The level of sample positions is determined according to a job evaluation system of Hay. These sample positions are anchored in the reference matrix below:

Funcatiegroep	Operations	Engineering	Commercial	Support Staff
19	Global Head of Supply Chain	Associate Fellow	Global Key Account Manager Sr. Customer Program Manager	
18	Strategic Sourcing Manager	Sr. Principal Engineer	International Product Manager	Business Controller FP&A Director
17		Principal Engineer	Field Sales Engineer	Service & Program Manager IT
16		Sr. Engineer		Treasury Manager HR Officer
15	Production Supervisor Business Planner	Jr. Engineer		
14				
13				Administrative Assistant
12	RF Technician			
11				
10				

The level of all other positions is determined by comparing it to the sample positions.

2. If a position is not comparable to any of the available sample positions, the job evaluation system determines the level.
3. If an employee has an objection to the grading, he can use the appeal procedure [\[link\]](#).

II. Classifying employees into grades

Per 1-1-2019 the employees are classified into one the grades: 10, 11, 12, 13,14, 15, 16, 17, 18, 19.

In principle, the grade into which an employee is classified is determined by the level of his/her position, provided that:

- it is sufficiently safe to assume that the employee is suitable for both the current position and other positions at the proposed level, and
- positions at this level will remain available in the organization.

III. Salary System

1. Structure of the salary system

- *The reference salary*
A reference salary has been determined for each grade. The reference salary is the salary that employees who consistently perform well at least attain and keep.
- *The minimum final salary within a grade (scale position 90)*
All employees who satisfy the job requirements attain at least the minimum final salary.
- *The final salary within a grade*
If further growth in the value of the employee's contribution to the company (the output) is ascertained after the minimum final salary has been attained, the employee's salary will increase beyond this minimum final salary. In general, if the employee continues to consistently meet the job requirements, this salary increase will continue to a level corresponding to at least the reference salary.
- Following the collective increase (article 5.4), the salary scales will be increased as follows during the term of the CAO:
 - 1 April 2020: 1,5%
 - 1 September 2020: 2%
- The salary scales are included in annex G of this CAO.

2. Influence of assessment

At least once a year the supervisor and employee meet to assess the employee's contribution over the past period and to make agreements for the coming period (PRD). Content and results of the work as well as work methods and conduct are reviewed.

During this meeting, the main considerations with respect to the salary determination are discussed.

3. Salary increase

For the employee, the assessment once a year affects the salary, provided there is growth in the contribution and the (personal) final salary has not yet been reached. Any increases awarded will be added to the salary per April 1 following the assessment.

IV. Individual guarantees

1. Classification guarantee

Once employees have been classified into a grade, they cannot subsequently be placed in lower grade. This does not apply:

- a. to an employee who is younger than 55 and who, due to a lack of work over a longer period at a level corresponding to his/her grade, must be transferred to a lower level job, in which case classification into the next lower grade will follow.
- b. if the employee's job level is lowered because the employee's contribution over a longer period does not meet the job requirements.
- c. in case of measures such as:
 - the closure of a plant or business unit;
 - a significant and permanent change in the employee's tasks;
 - a drastic reduction in the staffing levels of a plant or business unit;
 - another grading as a result of an organization wide function evaluation.

In such instances the employer will make further arrangements in consultation with the organizations.

2. Salary guarantee

- a. A salary level can only be reduced if the employee's job performance warrants it. If the employer is considering such a reduction, the employee will be informed in writing. The employee will be given the opportunity to improve his/her performance over a period of at least six months. Two months before the expiration of this period, the employer will issue a final warning before proceeding with the salary reduction.
- b. As from April 1, the employer guarantees that employees whose assessment over the preceding calendar year was at least "good performer" and who have not yet reached scale position 90 of their salary scale, will be granted an individual salary increase of at least 1.5%.
- c. With the introduction of the new salary scales and the new grading method per 1-1-2019, the following transitional arrangements apply:
 - The minimum of the scale is guaranteed for every employee, being 70% (for grades 10 - 15) and 60% (for grades 16 - 19);
 - Employee retains the perspective of the old grade in case the new perspective turns out to be lower. In this case, the old maximum of the old salary scale belonging to the old grade is nominally guaranteed until the new perspective (120%) of the new salary scale reaches that level;
 - Employees who become "overscaled" as a result of the introduction of the new salary scales, retain the right to a collective increase (with the exception of those with a PM score of "No Fit");

CHAPTER 6: WORKING HOURS

Article 6.1

Concepts

1. Gross standard working hours: the number of days in a calendar year minus the number of Saturdays and Sundays in that year, expressed in hours. The number of gross standard working hours is 2080 hours per year.
2. As mentioned in the preceding paragraph of this article, each day is considered to comprise 8 hours.
3. Shift duty roster: work schedule in which fundamentally distinct shifts occur which are worked by different employees at least once every four weeks. Fundamentally distinct shifts means that there are at least 12 working hours (excluding breaks) between the beginning of the first shift and the end of the last shift.

Article 6.2

Working hours

1. The working hours are set out in detail in a (shift) duty roster. The provisions of the consultative regulations of the Working Hours Act, valid until April 1, 2007 apply, on the understanding that:
 - a. in principle, a (shift) duty roster includes no more than 9.5 hours per shift, 190 hours per 4 weeks, and 552.5 hours per 13 weeks;
 - b. on an annual basis the average working week is 40 hours;
 - c. the working time in a (shift) duty roster is at least half a shift;
 - d. a shift comprises at least 6 hours;
2. In principle, the working hours in a day roster are Mondays to Fridays.
3. The roster is made known to the employees involved at least 7 calendar days before implementation.

Article 6.3

Setting (shift) duty rosters

1. The employer sets the applicable roster for the employees.
2. For the setting or changing of rosters for all, or a group of employees, the employer requires the approval of the Works Council concerned. The provisions in section 27, subsections 3, 4 and 5 of the Works Council Act apply.
3. Working during hours other than those set out in the roster as mentioned under paragraph 1 is obligatory, if the employer deems it necessary in the interests of the company.

4. Employees in grades 10-14 will only work overtime if the interests of the company so require. If so, the employee is obliged to work the overtime. This obligation does not apply to employees aged 50 or older. The employer will take the employees' personal interests into account as much as possible.
5. To employees in grades 10-14 the following applies: If in a particular business unit overtime is deemed necessary to a more significant extent – either in terms of the number of employees or the expected duration – the employer will consult with the Works Council.
6. If the employer deems it necessary, due to economic and/or operational circumstances, to impose work time reductions, combined with a corresponding income decrease, this will only be carried out in accordance with statutory regulations and in consultation with the organizations.

Article 6.4

Adjustment of working hours

1. Requests for adjustment of working hours must be submitted and processed according to the provisions of the Adaptation of Working Hours Act (Wet Aanpassing Arbeidsduur).
2. If working hours are adjusted, all conditions of employment are adjusted accordingly.

Article 6.5

Pre-pension part-time work

1. Two years before reaching the (chosen) age of retirement, employees may submit a request to work part-time, with a minimum working time percentage of 80%. Employees are entitled to work part-time one year before reaching the (chosen) age of retirement, likewise with a part-time percentage of at least 80%. A chosen retirement age must be established before participation in this scheme.
These employees continue to accrue pension benefits based on full-time employment. The premium they must pay is also calculated based on full-time employment.
2. The request for adjustment of working time shall be submitted and processed in accordance with the provisions of the Working Time Adjustment Act.
3. Employees who already work part-time may reduce their working time proportionately in the manner described in paragraph 1 of this article. The pension accrual will continue based on the income prior to the reduction of the part-time percentage and the premium payable will be calculated based on that income.

CHAPTER 7: ALLOWANCES

Article 7.1

Overtime

1. This article applies to employees classified in one of the grades of 10 to 15.
2. Overtime means:
 - hours in a day roster and 2-shift roster that are worked by the employee on the employer's instructions, and that exceed the established duty roster, insofar as this roster comprises a working time of at least 8 hours.
 - hours in a 3-shift, 4-shift, 4/5-shift and 5-shift roster that are worked by the employee on the employer's instructions, and that exceed 7.5 hours per shift.
 - hours that are worked on days when no roster applies to the employee are always considered overtime if 40 hours per week are exceeded.
3. In principle, overtime is compensated by granting paid leave.
4. If and insofar as the employer deems it impossible to grant paid leave, the employee will receive a payment that equals 0.575% of his/her monthly salary for each hour of overtime worked, which for the application of this paragraph is set to at least € 1.585,- gross per 1-4-2020; and per 1-9-2020 at least € 1.617,- gross.
The latter sums have been adjusted with the percentage of the collective increases with effect from those dates, as referred to in article 5.4.
5. In addition to the compensation referred to in paragraph 3 or the payment referred to in paragraph 4, the employee will receive a bonus of 25% of the hourly wage per hour of overtime for the first two hours of overtime worked on a normal working day for the employee.
6. The bonus referred to in paragraph 5 is 50% of the hourly wage for every hour of overtime that exceeds the first two hours of overtime worked, as well as for the hours worked in excess of 10 on a normal working day for the employee.
7. For every hour of overtime worked on a Saturday, the bonus referred to in paragraph 5 amounts to:
 - 75% of the hourly wage for employees in grades 10-14, and
 - 25% of the hourly wage for employees in grade 15.
8. The bonus referred to in paragraph 5 amounts to 100% of the hourly wage for every hour of overtime worked on Sundays or public holidays.
9. If and insofar as an employee is permitted to take paid leave of absence in lieu of hours of overtime worked, the employee will receive only the bonuses referred to in paragraph 5 through 8.
10. Detailed rules governing compensation of overtime have been established internally by the employer.

Article 7.2

Special hours in shift rosters

1. This article applies to employees in grades 10 to 16.
2. If and insofar as an employee does not receive extra payment for working special hours, via a shift work allowance or via his/her normal salary, he/she will receive a payment for working special hours in accordance with the provisions of paragraph 3 of this article.
3. This allowance amounts to:
 - 25% for hours on
Mondays to Fridays from: Midnight – 7 a.m.
and from: 7 p.m - Midnight
and Saturdays from: Midnight – 6 a.m
 - 75% for hours on
Saturdays from: 6 a.m - midnight
 - 100% for hours on
Sundays from: Midnight - Midnight
4. The allowances as referred to in paragraph 3 are calculated over 0.575% of the monthly salary.

Article 7.3

Stand-by duty

1. This article applies to employees in grades 10 to 16.
2. An employee does stand-by duty if he/she is available and contactable outside his/her duty roster on the employer's instructions.
3.
 - a. A fixed allowance of one hour's work at the normal salary rate is paid per 24 hours for being on stand-by from Mondays to Fridays. In this respect, 24 hours means the time between the end of the roster applying to the employee on one day and the commencement of the roster on the following day (16 hours).
 - b. A fixed allowance of two hours' work at the normal salary rate is paid per 24 hours for being on stand-by on collective leave days.
 - c. A fixed allowance of two hours' work at the normal salary rate, plus an allowance in accordance with article 7.2, is paid per 24 hours for being on stand-by on Saturdays, Sundays or public holidays.
4. The employer can convert the fixed allowance, in whole or in part, into paid leave. The special hours allowance is always paid out.
5. If the employee is actually called out on Mondays to Fridays, two bonus hours will be paid at the normal salary rate.
If the employee is actually called out on a Saturday, Sunday or public holiday, two and a half bonus hours will be paid at the normal salary rate.

6. If the employee is actually called out, the hours of attendance will be paid according to article 7.1.
7. If the last attendance period ends after Midnight and before 5 a.m., a rest period of 8 hours will follow. Where these hours coincide with hours on the duty roster for that day, the salary over these hours will be paid.
8. If an employee is called out only between 5 a.m. and 6 a.m., a rest period of 8 hours will follow within 24 hours after 6 a.m.
9. If the employee is called out between midnight and 5 a.m. as well as between 5 a.m. and 6 a.m., the provisions of paragraph 7 apply.
10. If the employee is called out only after 6 a.m. he/she works in accordance with the duty roster for that day; the maximum number of hours to be worked is 13. In a period of 13 weeks the employee will not work longer than an average of 45 hours per week.

Article 7.4

Sundays, generally recognized religious holidays and the national holiday

1. Employees do not have to work on Sundays, generally recognized Christian holidays (New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day) and the day on which King's Day is celebrated, unless work must be done for operational or economic reasons or for reasons of public interest.
2. The normal salary, including any shift allowances will be paid during public holidays as referred to in paragraph 1.
3. Employees in grades 10-15 who work on days mentioned in paragraph 1 of this article will receive, in addition to their normal salary as referred to in paragraph 2, compensation in the form of an alternative shift time off or the normal salary plus an additional payment of 100% over the hours worked during a duty roster that ends on a public holiday. In consultation with the employee it will be decided if the compensation will be in the form of time or money.

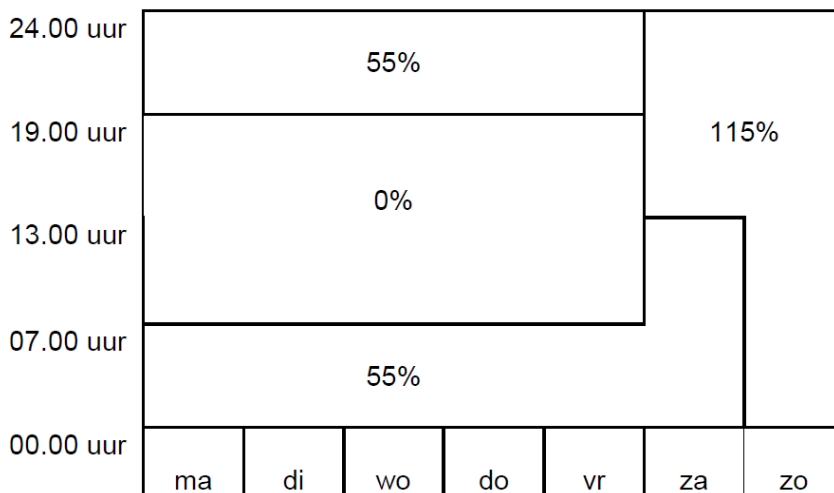
Employees in grade 16 who work on days mentioned in paragraph 1 of this article will receive, in addition to the normal salary as referred to in paragraph 2, compensation in the form of an alternative shift time off or the normal salary for the hours worked during a duty roster that ends on a public holiday. In consultation with the employee it will be decided if the compensation will be in the form of time or money.

4. The company will take into serious consideration any religion-based objections employees may have to working on Sundays and religious public holidays.
5. On a religious public holiday, the employee will be given the opportunity to take a vacation day or a leave of absence day, unless serious business circumstances do not permit it.

Article 7.5

Remuneration for shift work

1. An employee who works shifts according to a set shift roster receives a monthly salary for shift work which is proportional to the employee's working hours and determines the related income-elements. In addition to the monthly salary for shift work, the employee receives a shift work allowance.
2. This allowance is paid from the time when the employee starts working shifts and as long as he/she continues to do so. An explanation of the method of calculating the monthly salary for shift work and the shift work allowance is given in Annex B of this agreement.
3. The schedule below is used to determine the level of inconvenience*.



* For determining the shift work allowance for the 2-shift day/night work roster, an inconvenience-free zone of 12 hours will be calculated for Mondays to Fridays.

4. The shift work allowance will be increased by 1.5% if, in the opinion of the employer, the employee performs work for which the break times vary from day to day and are not included in the duty roster, or if there is no continuous break of half an hour. This increase percentage will be multiplied by the base percentage that applies to the employee (see Annex B).
5. Payment of the shift work allowance is based on the sum total of the applicable income elements, but at least based on a monthly salary of at least € 2.113,- gross per month with effect from 1-4-2020; and per 1-9-2020 at least € 2.155,- gross per month. The latter sums have been adjusted with the percentage of the collective increases as from those dates, as referred to in article 5.4.
6. The employer's income reduction scheme is explained in Annex C of this agreement.

CHAPTER 8: TIME OFF AND LEAVE

Article 8.1

Vacation

1. Vacation level

- a. the vacation year coincides with the calendar year.
- b. Except for the provisions in paragraphs 3 and 4 of this Article, employees who are in employment on the first business day of the calendar year are entitled to 20 statutory vacation days and 5 supplementary vacation days in addition to the statutory number in that year.
- c. In case of a collective vacation period of 2 or 3 weeks, the employee receives 1 or 2 days respectively, as compensation.

2. Vacation for those entering employment during the calendar year

- a. Employees who enter employment during the year are entitled to a proportionate number of vacation days for that year. For employees who enter employment during a given month, this month counts toward the proportionate vacation entitlement.
- b. Employees who, on entering employment, prove that they have a claim to unpaid leave on the grounds that they have outstanding vacation time from their previous employer, will be allowed to take these days in the course of the calendar year in which they enter employment. The other provisions of the vacation regulations apply to this unpaid leave.

3. Vacation for those terminating employment during the calendar year

Employees who terminate employment in the course of the calendar year are entitled to a proportionate number of vacation days for that year. For employees who terminate employment before the end of a given month, this month does not count toward the proportionate vacation entitlement. If too many individual vacation days have been taken, this will be taken into account in calculating the final salary payment.

4. Vacation entitlement during special circumstances

- a. There is no vacation entitlement during a period in which there is no entitlement to salary due to the stipulated work not being performed.
An employee is, however, entitled to vacation in those cases and for those periods as referred to in Article 635 of Book 7 of the Dutch Civil Code, as well as in the case of unpaid leave as referred to in paragraph 2b of this article, and leave of absence authorized by the employer as referred to in article 14.5 of this CAO.
- b. The provisions of paragraphs 2 and 3 of this agreement apply equally at the end and/or the beginning of a period during which there is no vacation entitlement pursuant to paragraph 4a.

5. Vacation days during periods of long-term illness or full disability

If an employee has not been able to fulfill his/her agreed duties due to illness/disability during a continuous period of 6 months or longer (on the understanding that time periods will be added together if they succeed each other with an interruption of less than a month), 0.4 days for every

calendar month during which the employee is incapacitated will be considered a vacation day, and will be deducted from the balance of supplementary, non-statutory vacation days in that calendar year.

6. Disability and other leave during vacation

Vacation days, or parts of vacation days during which employees are ill or incapacitated, or are affected by events such as those stated in Article 8.9 of this agreement, are not considered to have been taken as vacation time, provided the circumstances are reported in the prescribed manner, unless it should occur that the employee agrees to take this time as vacation.

7. Remuneration and expiry of vacation days

- a. Salaries will continue to be paid in full during vacation days.
- b. Entitlement to accrued, but unused vacation days expires after 5 years, calculated from the end of the year in which the entitlement occurs.
 - Accrued vacation days not taken by December 31, 2015 will expire on January 1, 2021.
 - Vacation days are deducted from the balance in order of accrual.
- c. A maximum of five (non-statutory) vacation days may be paid out once a year, at the end of year.

8. Taking vacation

- a. In principle, vacation days should be taken in the calendar year during which they are earned.
- b. In the absence of a collective vacation period, an employee may determine his/her own vacation period, provided that he/she notifies his/her immediate supervisor in writing of his/her intention to take a consecutive vacation period, unless it will result in insufficient levels of staffing during the period in question.
- c. Taking other vacation days can be verbally agreed in advance.
- d. Whenever the employer deems it necessary for the interest of the company, the employer can, in consultation with the employee, change a vacation that has already been approved.
Any loss suffered by the employee as a result of this decision will be reimbursed by the employer

9. Vacation for employees working flexible (shift) duty rosters

- a. For (shift) workers who work duty rosters with working hours which, in due observance of the provisions of Article 6.2, deviate from the amount of 8 hours per shift, the amount of the vacation entitlement is set in hours.
- b. When taking vacation time, the actual number of hours according to the duty roster is deducted from the vacation entitlement.

Article 8.2

Collective leave days

The employer can, in consultation with the Works Council, designate 5 leave days for all, or a group of employees.

The employer must obtain approval from the Works Council in designating more leave days for all or a group of employees.

Article 8.3

Buying extra leave days

1. Employees can buy 20 extra leave days per annum ('Koopdagen').
2. Half days as well as full days can be bought.
3. These extra leave days bought can be taken under the same conditions as vacation days. These conditions are set out in article 8.1, paragraphs 8b and 8c.
4. The value of an extra leave day bought will be determined as follows as from January 1, 2014: the number of hours x 0.682% of the full-time monthly salary including shift allowance
5. Employees have the possibility to buy a fixed amount of 13 days at the end of the year for the subsequent calendar year.
6. Extra leave days bought that are not taken in the year for which they were bought, will expire and their monetary value will be paid out in March of the subsequent calendar year.

Article 8.4

Life course savings scheme

1. The life course savings scheme referred to in this article will only apply for employees who had a balance of more than € 3,000.00 in their life course savings scheme on December 31, 2011 and are still participating in this life course savings scheme.
2. The life course savings scheme consists of two parts: the life course savings scheme and the life course leave scheme. The life course savings scheme states how to build up a savings balance, and the life course leave scheme describes the forms of leave you can spend these savings on.
3. Life course leave involves long-term leave and can be distinguished into:
 - Interim leave. This form of leave has a lower limit of 4x the weekly working hours and an upper limit of 52 x the weekly working hours. The leave can be taken on a full-time or part-time basis. Time between start and end of the leave period is one year at the most. An employee can apply for full-time leave if he/she has been in the employment of the company for at least one year.
 - Pre-pension leave. Time between start and end of this leave period is three years at the most. The leave can be taken on a full-time or part-time basis.

When taking life course leave, at least 50% of the resulting income loss must be compensated from the life course savings.

In principle, the same employment regulations apply to life course leave as to part-time work.

4. Life course savings can also be used to compensate for loss of income resulting from leave under the Work and Care Act ("Wet Arbeid en Zorg").

Article 8.5

Care leave

1. The Work and Care Act gives employees certain rights with regard to care leave. Provisions are made for calamity/emergency leave, short-term care leave, long-term care leave, paternity leave, pregnancy and maternity leave, adoption / foster care leave, and parental leave.
2. Some of these forms of leave are (partly) paid leave, while others are unpaid leave. Ampleon follows the Work and Care Act [\[link\]](#).

Article 8.6

Pay during vacation and leave

During vacation days and paid leave, as determined in the Work and Care Act and article 14.5, the salary will continue to be paid in full – including the applicable shift allowance for shift workers.

Article 8.7

Compensation for remaining vacation entitlement

In the event of payment of any remaining vacation days, for every hour of vacation time the employee will receive 0.682% of the fulltime monthly salary

Article 8.8

Paid leave

1. Paid leave is allowed for participating in or attending the following events, for the time thereby stated, if the employee cannot otherwise be present.
 - a. Death of spouse or partner, child, parent, grandparent, sibling of employee: the amount of time necessary, but no more than 1 working day.
 - b. Death of spouse or partner, or child or parent: the days between the death and the funeral
 - c. Funeral of spouse or partner, child, parent, grandparent, sibling, or grandchild of employee: 1 day
 - d. Celebration of employee's 25th or 40th service anniversary: 1 working day.
 - e. Service anniversary (25th or 40th): one working week. The employee can choose to take this week in the year of the official celebration or in the following calendar year. Payment of this week in lieu of time off is possible in consultation with the employer.
 - f. A course aimed at preparing for retirement, to be taken within 3 years before retirement: a maximum of 5 working days.
 - g. The employee's wedding and/or the employee's 25th or 40th wedding anniversary: 1 day per event.

Note: As well as in the case of a registered partnership, a person with whom the employee co-habits and shares a common household is regarded as a partner if the co-habitation and sharing of the common household are proved by a notarized document.

Where reference is made above to "parents", "grandparents", "kids" and "siblings", this is also understood to mean the parents, grandparents, kids and siblings respectively, of the employee's spouse or partner

2. Insofar as visits to a general practitioner, dentist, midwife, specialist or physiotherapist cannot be made in the employee's own time and it is not possible to switch working hours, an employee's salary will continue to be paid during the time necessary for such visits.
3. An employee is also allowed paid leave for other circumstances and for longer periods than stated in the Work and Care Act and paragraph 1 of this article if exceptional circumstances so justify.

Article 8.10

Pre-pension paid leave

1. This article applies to employees in grades 10 to 14.
2. To permit a gradual transition to retirement, employees will be offered the opportunity to take a number of hours of leave each year without loss of pay, three years before the (chosen) age of retirement, though not before reaching the age of 60, namely:
 - a maximum of 60 hours three years before the (chosen) age of retirement;
 - a maximum of 90 hours two years before the (chosen) age of retirement;
 - a maximum of 120 hours one year before the (chosen) age of retirement.

In the event of work disability during part of a given year and for employees who work part-time, the number of hours of paid leave will be calculated pro rata. Employees who exercise the option of working a reduced number of hours in accordance with Article 6.5 are not entitled to extra hours of paid leave under this paragraph.

The employer will determine, in consultation with the employee, when these hours can be taken. Payment in lieu of this paid leave is not permitted.

CHAPTER 9: ADDITIONAL EMPLOYMENT CONDITIONS

Article 9.1

Pension scheme

1. Employees' pension entitlements are covered through the „Stichting Bedrijfstakpensioenfonds voor de Metalektro (PME)“ (industry wide Pension Fund for the Metal and Electro Technical Engineering Industry). An excedent pension scheme is applicable for employees with a pensionable salary higher than the PME maximum (€ 78.348,- in 2020) till the maximum pensionable salary (€ 110.111,- in 2020).
2. The employer will deduct the employee's contributions to PME from the employee's monthly salary and will transfer these to PME. The employee's part of the pension premium amounts to 2.7% of the pension base. The employee's part of the premium for the excedent pension amounts to 2.7% as well.
3. The rights and responsibilities of the policy holders are laid out in the applicable PME regulations and further specified in the Addendum with respect to the PME pension scheme that applies to employees of Ampleon Netherlands B.V.
4. With effect from January 1, 2015, each employee whose pensionable salary is higher than the maximum pensionable salary (that is adjusted annually and exceeds € 110.111,- per 1-1-2020), right on a gross Benefit Allowance of 12.3% on the difference between the pensionable salary and the maximum pensionable salary.
This benefit is an annual surcharge per the 1st of January based on the then current pensionable salary and will only be adapted to changes in the part-time rate. Every month 1/12th part of the total amount of the Benefit Allowance will be paid.

Pension Guarantee Scheme

The Guarantee Scheme agreed with the trade unions in 2007 (for employees who came from Philips at the time of the split-off of NXP) has expired with effect from 1 January 2015.

As compensation for the loss of the Guarantee Scheme 2007, the employer pays a monthly gross allowance to employees who were entitled to the Guarantee Scheme 2007. The following provisions can be used to determine whether a gross allowance can be claimed and how the allowance must be calculated.

- Every employee who was entitled to the Guarantee Scheme on the reference date 31 December 2014 is eligible for the substitute monthly allowance;
- The monthly allowance will be paid from 1 January 2015 until the employee has reached the age of 65 or until the date of termination, if and insofar as the latter is earlier;
- The starting point for calculating the level of the individual monthly allowance is the premium as it would be for the respective employee in 2015 based on his / her age as of 1 January 2015 (in accordance with the age-dependent PME rate tables of 2014);
- This monthly allowance will be increased annually by 4.1%, for the first time on 1 January 2016.

Article 9.2

Health insurance

Employees can join the collective health insurance arrangement that the employer has with Aon Verzekeringen B.V. (IAK before). Employees who have taken a basic insurance in accordance with the Health Care Act in combination with one of the two supplementary health insurance policies (Aon Vitaal 2, 3 or 4), will be entitled to a monthly employer's contribution of € 15,30 gross. This contribution does not apply to partners and family members. No changes will be made herein without the employer first consulting the organizations.

Article 9.3

Payment during work disability

The regulation for remuneration during work disability is included in Annex A of this CAO.

CHAPTER 10: EMPLOYMENT AND EMPLOYABILITY

Article 10.1

Employment

1. To ensure that the interests of all concerned are equally represented, the employer pursues a policy of maximum useful employment. To this end his policy is focused on the greatest possible continuity of the labor relations with his employees, although no guarantees can be given in this respect

To best achieve this aim, the employer will:

- a. preferably fill vacancies with employees currently working for the company. In so doing the employer will consider as much as possible the employee's potential and his/her personal circumstances.
 - b. give employees the opportunity to develop their knowledge and competences, and adapt these to technical and other developments, thereby enabling the employees to continue fulfilling a suitable function within the company and to be considered for other vacancies
 - c. recognize the right to education and training in order to achieve these goals, and to this end support employees' wishes to take part in internal and external training and development activities which, according to the nature of these activities and the circumstances leading up to them, take place during or after working hours.
2. For the duration of this CAO, the employer will not resort to the collective dismissal of employees who were in its employment at the time of the signing of this agreement or who enter his employment while the agreement is in force, unless extraordinary circumstances make it necessary. In this case they will not decide on such action without thorough and comprehensive consultation with the organizations and the Works Council. In these discussions, the focus will be on the circumstances previously mentioned.
 3. In the event of a long-term or temporary reduction in or discontinuation of work, the employer will do everything possible to offer alternative employment. If this necessitates secondment, transfer to another job and/or transfer to another department, location or to one of the employer's subsidiaries, the employee will cooperate within reason. The employer and the organizations recognize that this cooperation is of great importance in order to fulfill that which is stated in paragraph 2 with regard to collective dismissal.
 4. Any vacancies to be filled externally will be reported to the relevant UWV-WERKbedrijf. Information will also be provided as to whether these vacancies could be filled by young employees or employees with a disability, and whether the work can be done on a part-time basis.
 5. The employer will use agency workers only if vacancies cannot be filled in the usual way, or cannot be filled within the time required, or if the vacancies are of a temporary nature. The employer will observe the statutory regulations applicable to this situation. If, in a certain business unit, more extensive use of agency workers is necessary, the employer will not proceed before the appropriate Works Council has had an opportunity to give advice on the matter.

6. Despite the company's pursuit of continuity of the labor relations, the loss of jobs may be unavoidable. However, if the employer sees no alternative than to opt for collective dismissal, the provisions of paragraph 2 of this article will apply.

Article 10.2

Employability

1. The current and future functioning of the employee and the organization are closely linked. The employer will implement a policy that is oriented toward promoting the employability of the employee now and in the future, through which his job security will improve. The employee is aware of his own responsibility with respect to the improvement of his employability and is prepared to work towards achieving this.
2.
 - a. Education is an important instrument in guaranteeing the current and future functioning of both the organization and the individual employee and to promote job security in the short- and long term.
 - b. Training is a joint responsibility of both employer and employee.
 - c. This joint responsibility means that both employer and employee must contribute in terms of effort, time and cost. For this reason, agreements are laid down in a contract between the employee and Ampleon as much as possible. The training efforts form part of the employee's annual appraisal interview.
3. Within the employment agreement for an indefinite period, the employer and the employee may make arrangements concerning the time frame for which the employee holds one and the same position, in order to increase employability and hence the employee's job security by means of job variation.
4. To promote his employability the employee has the right to receive structured feedback concerning his performance.
5. In order to give substance to the employee's employability in a structured way, the employer and the employee may periodically draw up a Personal Development Plan together. Such a plan may be aimed at the individual career in the shorter or longer term, as well as at increasing job security in the future. A Personal Development Plan will in any event be drawn up if the employee should request the employer to do so.

CHAPTER 11: WORKING CONDITIONS

Article 11.1

Working conditions

1. The employer undertakes to provide good and safe working conditions, as well as an organization and work that enables employees to use and develop their talents and potential in the best possible way, thus allowing everyone to assume responsibilities in his/her job.

2.
 - a. The employer will always give the greatest consideration to physical working conditions, for example by:
 - taking appropriate measures for the employees;
 - providing information to the Works Council and consulting with them on matters of safety;
 - providing information and instructions to employees on dangers at work, appropriate safety regulations, and steps to be taken in the event of breakdown and irregularities;
 - providing personal protection equipment where necessary.

 - b. Employees will pay due regard to their own safety and to that of their fellow-employees. They will do so by:
 - familiarizing themselves with the regulations, heeding the safety rules and complying with any instructions that are issued;
 - contributing, at all consultative levels that they are involved in, to maintain and as far as possible, improve safety;
 - notifying their superiors of any perceived hazards;
 - using the available personal protection equipment.

 - c. The employer will ensure that the services employed in his organization for emergency aid to individual employees are properly equipped and organized.

CHAPTER 12: INFORMATION AND CONSULTATION

Article 12.1

Works Council

1. A Works Council is in place as an internal consultative and advisory body.
2. The employer will ensure that an employee's membership of a Works Council or his/her execution of membership duties will in no way put him/her at a disadvantage in his/her position in the company.

Article 12.2

Announcements to the employees

All official communications to employees by the employer via email are recorded or published through Ampleon intranet (SharePoint), and shall be deemed thereby to have reached each employee individually and personally.

CHAPTER 13: COMPANY DISCIPLINE/INTERNAL APPEAL

Article 13.1

Disciplinary measures

Depending on the seriousness of the matter, the employer can take the following disciplinary measures against an employee who does not fulfill his obligations as agreed in the employment agreement:

- a. reprimand;
- b. suspension without pay up to a maximum of five working days;
- c. demotion;
- d. dismissal with the applicable notice;
- e. dismissal without the applicable notice (dismissal for compelling reasons as covered by Section 7 : 678 of the Dutch Civil Code).

Article 13.2

Internal appeal process

1. In consultation with the Works Council, the employer has established a general regulation on individual complaints ([link](#)).
2. The employee's right to take a case to civil court is not affected by this procedure.
3. At least once a year, as part of the discussions on the general situation as referred to in Section 31b of the Works Council Act, general information on the processing of complaints in the establishment concerned will be provided in writing to the Works Council.

CHAPTER 14: ARRANGEMENTS WITH RESPECT TO UNION ORGANIZATIONS

Article 14.1

Obligation of the organizations

The organizations will encourage their members to observe in good faith the provisions of this CAO.

Article 14.2

Mutual obligations

1. The parties will observe and uphold this agreement in good faith.
2. For the duration of this agreement the parties will not undertake any campaign among the employees that is intended to change the conditions of employment laid down in this agreement.
3. If, while this agreement is in effect, one of the parties should deem a change in the agreement necessary because of special circumstances, they will notify the other parties in writing. The parties will without delay open negotiations on the issues in a spirit of cooperation and trust.

Article 14.3

Labor harmony, strike, and lockout

1. The organizations will promote, as much as possible, the uninterrupted continuation of the company's activities and will endeavor to prevent labor unrest. They will not call out a strike while this agreement is in force.
2. The first paragraph does not apply if the employer is considering or has decided:
 - to agree to a merger;
 - to close an establishment or a business unit and/or to radically reorganize the work force thereof, and the organizations have serious objections because it jeopardizes the employees' best interests. The organizations will only call out a strike, however, after consultations with the employer.
3. The employer will resort to a lockout only in retaliation to a strike, and will take such action only after consultation with the organizations.
4. In the event of a strike or labor unrest the organizations will contribute as much as possible to the continuation of work necessary for the preservation of materials and installations.

Article 14.4

Dispute settlement

1. Disputes arising from this CAO between the employer and one or more of the organizations will be settled amicably as much as possible.
2. If the parties involved in a dispute have not reached an agreement within two months of the moment that either party has made its point of view concerning the dispute known in writing to the other parties to this agreement, the dispute can be brought before a court of law.
3. In addition, the parties always retain the right to ask for a settlement by summary proceedings.

Article 14.5

Trade Union leave

If the work situation allows it, the employer will grant paid leave to an employee at the request of his/her organization to:

- a. participate in organization-sponsored education and training meetings;
- b. participate as a delegate in official meetings of bodies identified in the organization's statutes or comparable bodies.
- c. taking part in discussions between the organization's paid union officials and the employer; one senior union official may take part in these discussions. The paid union officials will be afforded the opportunity to confer for one hour before and after these discussions with (executive) committee members of their workplace branch (not more than 3-5 members) in the establishment concerned.

The provisions of a. and b. are described more fully in the "Trade Union Leave Regulations" agreed by the parties.

Article 14.6

Union work in the employer's establishments

In order to facilitate contact between the organizations and their members and among the members themselves, and to enable the organizations to support the elected members of the Works Council in their endeavors, the employer will cooperate with the organizations as follows:

1. The chairman of a workplace branch or another executive member of the workplace branch designated by the chairman can, with due regard to the relevant directives agreed by the parties, have contact with:
 - a. members of the organizations in the establishment where he works, but only outside working hours; if the parties agree that special circumstances are involved, contact is also possible during working hours;
 - b. paid union officials of his organization during working hours if circumstances make it impossible outside working hours at short notice;
 - c. members of the Works Council of this business establishment during working hours.

2. the organizations will, in accordance with the guidelines drawn up for that purpose by the parties:
 - a. receive the pieces for the meeting of the works councils. Those are sent to members by the employer; Furthermore, they receive the agendas and reports of the Works Council meetings as far as the works councils agree; the organizations will not publish then from these internal documents without the permission of employer;
 - b. have the possibility to have informal conversations with corporate officers designated for that purpose by employer.
 - c. be able to publish relevant information, after consultation with the organization.
3. A shift worker who is a member of the executive committee of his organization's workplace branch can attend a meeting of this group without loss of salary, if, in the opinion of the employer, work permits it.
4.
 - a. The employer will ensure that an employee who holds a trade union position is in no way put at a disadvantage in his/her position as employee of the company as a result of performing his/her trade union duties.
 - b. An employee holding a trade union position will not be dismissed if he/she would not be dismissed if he/she were not a trade union member.
 - c. An employee holding a trade union position is understood to mean a member of the executive committee of the workplace branches, a member of the sectional executive committees falling under these branches, and an employee member of the collective bargaining delegation, if and insofar as he/she is registered as such with the employer by the trade union organization.
5. Once a year the employer will, at the request of the organizations, assist in updating the membership lists of the organizations.

Article 14.7

Payment to the organizations

Ampleon will make payments to the organizations mentioned in 2 through 5 according to the "Payments to the organizations regulations," as agreed by the parties

Article 14.8

Information meeting on employment

1. The employer will periodically (at least twice a year) inform the organizations about the general situation in the organization. Particular attention will be given to developments in the economic sphere, investments and employment. The agenda for the meeting between employer and union organizations will include the following issues:
 - General situation
 - Employment
 - Flexibility
 - Position of women
 - Employability

- Education and Training
 - Career policy
 - Salary and classification policy
 - Age-conscious human resources policy
 - Promotion of entrepreneurship.
2. If the employer is considering:
 - a. investments that will lead to a significant reduction, expansion, or change of operations in a business unit
 - b. closing and/or radically changing the staffing levels of an establishment or business unit
 - c. a merger, as defined in the SER-decree (Socio-Economic Council) Rules of Conduct for Mergers 2015, he will consider the social consequences of any decisions taken.
 3. In this context the employer will inform the organizations, the appropriate Works Council and the employees of the measures under consideration as soon as possible, within the confines of any necessary confidentiality in the matter.
 4. The employer will then discuss with the organizations and the relevant Works Council the measures under consideration and the possible consequences for the employees or a number of employees.
 5. The financial arrangements included in a social plan will be at the expense of the employer, provided there is no statutory regulation governing it.

Article 14.9

Government measures

If the government passes legislation relating to matters such as wage development, social insurance acts or working hours that affect the agreements reached between the parties, the relevant provisions of this CAO will end on the date that such legislation goes into effect. The parties will then meet to discuss the matter as soon as possible and establish which provisions will apply in that case. If necessary, the parties will take temporary measures in the interim until an agreement can be reached regarding the new provisions.

As agreed in Nijmegen on April 10, 2020.

On behalf of Ampleon Netherlands B.V.

Director: H. Verhoeven

On behalf of parties 2 through 4

VHP2

President: G.F.C.M. van Dijk

Director: J. Sauer

The Union

President: R. Castelein

Sr. Representative: S. Holterman

CNV Vakmensen

President: P. Fortuin

Director: A. Bot

ANNEX A REMUNERATION DURING WORK DISABILITY

1. Payment of salary during the first 104 weeks of work disability.
 - a. In deviation from the provisions laid down in Article 7:629 paragraph 1 of the Dutch Civil Code with respect to the amount of salary to be paid out in the event of work disability, the employer will pay the employee the following amounts in the event of work disability:
 1. during the first 6 months of work disability: 100% of the salary;
 2. after the first 6 months of work disability: 90% of the salary.
 - b. If, after the first 6 months of work disability, the employee is performing suitable work for a number of working hours of 75% or more, the employer will pay out 95% of the salary.
 - c. During the period that an employee in the second 6 months of work disability is entitled to benefits by virtue of Chapter 6 of the WIA (Income scheme for persons with a full and long-term work disability), the employer will pay out 100% of the salary.
 - d. If the company doctor establishes that there is no question of work disability and the employee requests an expert opinion from the UWV (employee insurances implementation agency), the opinion of the UWV will be respected.
 - e. For this article, periods of work disability will be added together, provided they succeed each other with an interruption of less than 4 weeks.
 - f. If the UWV imposes an obligation on the employer to also continue to pay out the salary after the first 104 weeks, the employer will pay out 90% of the salary.
 - g. The employee is required to cooperate in a medical examination carried out by an employer-approved company doctor and to follow the instructions of this company doctor. The employee is required to comply with the applicable rules of conduct during work disability.
 - h. If the employee does not cooperate in a medical examination and/or does not comply with applicable rules of conduct and/or instructions given by the company doctor, the right to supplementation of the statutory entitlement to continued payment of salary during work disability is forfeited.
 - i. Employees who fall within the Sickness Benefits Act "safety net" provisions, or who are regarded as disabled workers must immediately notify the company doctor in this regard when work disability occurs.
2. Remuneration after 104 weeks of work disability
 - a. The employer will supplement the statutory benefit for a maximum of one year for an employee who is fully work disabled in the sense of the Work and Income According to Labor Capacity Act (WIA), up to 90% of his/her gross salary, if and for as long as the employee has authorized the company to receive on his/her behalf the benefits payable under the work disability insurance legislation for inclusion in the payment made to him/her. If the employment is terminated at the start of that year or in the course of that

year, the supplement to the statutory benefit for the remaining period of that year will be paid out in a lump sum at the time of dismissal.

- b. The employer will pay a supplement to an employee who is entitled to a pay-related benefit or a pay supplement benefit under Section 7 of the Work and Income According to Labor Capacity Act (WGA-scheme) and who is performing suitable work if and for as long as the employee has authorized the company to receive the benefits on his/her behalf, for inclusion in the payment made to him/her. The income that is earned from the suitable work, together with the WGA benefit and the supplement paid by the employer, amounts to:

- $80\% \times (A - B) + B$, during the pay-related benefit and during the pay supplement benefit period if the employee utilizes at least his/her residual earning capacity;
- $80\% \times (A - C) + B$, during the pay supplement benefit period if the employee utilizes at least 50% of his/her residual earning capacity;

A stands for gross income, B for income earned from the suitable work, and C for residual earning capacity determined by the UWV (employee insurances implementation agency).

- c. The employer will supplement the lower income of an employee who is not entitled to a benefit under the Work and Income According to Labor Capacity Act (WIA) because the work disability is less than 35%, and who is performing suitable work.

- d. The supplement is as follows:

3rd year of sickness $80\% \times (90\% \text{ of the gross income minus the residual earning capacity})$ 4th year of sickness $70\% \times (90\% \text{ of the gross income minus the residual earning capacity})$ 5th year of sickness $60\% \times (90\% \text{ of the gross income minus the residual earning capacity})$ 6th year of sickness $50\% \times (90\% \text{ of the gross income minus the residual earning capacity})$ 7th year of sickness $40\% \times (90\% \text{ of the gross income minus the residual earning capacity})$ 8th year of sickness $30\% \times (90\% \text{ of the gross income minus the residual earning capacity})$ 9th year of sickness $20\% \times (90\% \text{ of the gross income minus the residual earning capacity})$ 10th year of sickness $10\% \times (90\% \text{ of the gross income minus the residual earning capacity})$ 11th year of sickness $0\% \times (90\% \text{ of the gross income minus the residual earning capacity})$

3. Further rules for the definition of the term "income," as referred to in this article, will be established internally by the employer.
4. Further rules apply internally for employees awarded a benefit under the WAO (Disability Insurance Act) during the period of their employment at Ampleon, and one of the predecessors.

ANNEX B (pertaining to article 7.5) EXPLANATORY NOTES ON CALCULATION OF MONTHLY SALARY FOR SHIFT WORK AND SHIFT WORK ALLOWANCE

The shift worker's monthly salary will be determined by the monthly salary according to article 5.1 of this agreement, multiplied by the base percentage.

The base percentage is calculated as follows:

$$\frac{\text{the actual number of work hours in a cycle}}{\text{cycle x 40}}$$

The shift work allowance will be determined by the total of the inconvenience of the work periods and break periods in a cycle according to the inconvenience schedule in Article 7.5 of this agreement, divided by the actual number of work hours in a cycle. The result of this will be multiplied by the base percentage.

The formula for calculating the shift work allowance is as follows:

$$\frac{\text{Total allowance in a cycle}}{\text{actual number of work hours in a cycle}} \times \text{base percentage}$$

A sample calculation of the shift work monthly salary and the shift work allowance is given in the brochure "Remuneration Scheme for Shift Workers."

ANNEX C SALARY REDUCTION SCHEME FOR SHIFT WORKERS

1. Employees who leave shift work and/or are transferred to a different duty roster with a lower monthly salary are eligible for the salary reduction scheme.
 - The reduction amount is equivalent to the difference between the former monthly salary (including shift work allowance) and the new monthly salary (including any (shift) allowance).
 - The duration of the reduction scheme is determined by the number of complete uninterrupted² years of shift work, on the understanding that each complete year of shift work entitles the employee to one month of reduction payment. Employees aged 45 and older are entitled to two months of reduction payment for each complete year of shift work.
 - In the first half of the reduction scheme the employee receives 75% of the reduction amount, and in the second half 25%. An employee who leaves shift work voluntarily and is younger than 55 years of age, receives half of the aforementioned percentages.
 - Employees aged 55 and older, who have worked at least 10 but less than 20 uninterrupted years of shift work, receive, under the salary reduction scheme, a minimum of 25% of the reduction amount up to the date of his/her retirement.
 - Employees aged 55 or older, with a minimum of 20 but less than 30 uninterrupted years of shift work, receive a minimum of 50% of the aforementioned amount up to the date of his/her retirement.
 - An employee aged 55 or older, with a minimum of 30 uninterrupted years of shift work, receives 75% of the aforementioned amount up to the date of his/her retirement.

2. If an employee has left shift work for medical reasons and is granted a disability benefit (under WIA or WAO), he/she will be covered by the regulations outlined in Annex A of this CAO.

The employee will also be covered by the salary reduction scheme, provided that this does not result in a decrease in the work disability percentage.

An employee who has left shift work for medical reasons and has been reassigned to a day duty roster without limitations is eligible for the salary reduction scheme if and insofar as he/she has not been granted this on other grounds, following a complete reassessment of the degree of work disability.

Reduction continues up to the monthly salary that applies under the provisions of the various paragraphs of Annex A.

3. An employee who leaves shift work involuntarily and received for the shift work a monthly salary equal to or higher than that of a comparable full-time non-shift worker, is entitled to be placed on a duty roster with a monthly salary at least corresponding to that of a comparable employee on a full-time day duty roster. The above also applies to a shift worker aged 55 or older who leaves shift work voluntarily.

² In this annex (C) under interrupted is understood as well: two shift rosters that directly continued with a break shorter than 6 months.

4. Payments made under the salary reduction scheme will cease when an employee is transferred to a (shift) work roster that entitles him/her to a monthly salary (including (shift) allowance) that is equal to or higher than the monthly salary (including (shift) allowance) before the transfer.

The reduction scheme will cease when the employee's employment contract is terminated; if the employee re-enters the employer's employment, previous years of shift work will not count with regard to the salary reduction scheme.

5. In the event of collective scale adjustments, the reduction amount will be increased accordingly.

ANNEX D AGREEMENTS BETWEEN CAO-PARTIES

1. Role of trade unions in disposals, acquisitions and reorganizations

Ampleon and the trade unions will talk about the role of trade unions, the Works Council and Ampleon in aforementioned situations. In these situations, the relevant legislation, the Ampleon CAO and the SER Fusion code of conduct will be guiding.

2. Family care

The policy is aimed at promoting the dialogue between employee and managers and must offer opportunities for customizable measures. During the term of this Collective Labor Agreement, Ampleon has made agreements with 'Mantelzorgmakelaars Nederland' to facilitate employees in their family care tasks in addition to personal health insurance. Any reimbursement is primarily through the health insurance of the employee and, if this is not possible or sufficient, will be supplemented by the employer up to a maximum of 12 hours of support [\[link to more information\]](#).

3. Sustainable employability

Psychosocial investigation

During the term of this CLA - with the help of an external expert - a so-called Psychosocial investigation according to the JD-R model will be carried out. A working group consisting of representatives from the Works Council, Prevention, HR, Managers, a trade union leader and a 'kaderlid' will carry out this research on the basis of a questionnaire approved by this working group, as well as categorisation of the employees. The working group will then study the results of the study and draw up a report. This report will be shared in a quarterly plenary meeting with trade unions as input for joint policy proposals for sustainable employability, which must be implemented in the Collective Labour Agreement from 1 March 2021. The investigation will be started in quarter 2 of 2020 and the results will be shared with and evaluated by the working group in quarter 3 of 2020.

Amplify Your Career

Employee has the opportunity to apply for a compensation for a self-chosen course within the framework of sustainable employability in accordance with the Amplify your career procedure. The employer makes an annual budget of EUR 50,000 available for this purpose. A committee consisting of employer, trade union and works council is charged with the implementation and monitoring of the procedure. Annually, the Works Council and the trade union are informed about the state of affairs in this respect.

4. Guarantee Jobs

Ampleon has the ambition to employ people who are at a distance from the labor market wherever possible and to start a closer cooperation with the UWV Werkbedrijf. In addition, the ambition is to apply a 25% norm on this point when hiring from second parties. The trade unions are informed annually of the state of affairs in this respect.

5. Allowances and premium deductions

Currently, there are a number of allowances (such as employer contributions to AON health insurance) as well as premium deductions, which raises the question of whether we have the best way to arrange and finance this for all parties involved. The working group that is finalising

the RAV analysis will focus on these so-called 'loose ends'. Reporting to CLA parties will take place in September. This report will also serve as joint input for the collective bargaining of parties in 2021.

6. Changes during the term of the CAO

If, in the course of the duration of this CAO, Ampleon desires for changes to take effect in the (according to the WOR subject to approval) performance management program, the parties will conduct further consultation on any necessary adjustments of CAO texts. If the CAO parties agree, these changes can be implemented during the term of this CAO.

ANNEX E

ADDITIONAL UNEMPLOYMENT INSURANCE UNTIL 38 MONTHS:

In the Social Agreement of April 11, 2013, the social partners agreed at national level to compensate, by means of a private supplement, for the austerity measures regarding the level and duration of unemployment benefit (WW), and the wage-related 'return to work' benefits for the partially disabled (WGA). This regulation provides employees who have become unemployed or work-disabled with a supplementary benefit after their entitlement to the WW/WGA benefit ends. At the same time, the accrual of entitlement to unemployment benefits (WW) – reduced as of 2016 - will be restored. Both benefits together result in a benefit equal to the WW/WGA benefits from before 2016.

On 15 December 2017, Ampleon and trade unions signed the agreement to participate in the CAO PAWW - Sector Industry and Technology 2, ex article 10 the CAO PAWW - Sector, 2. And with that, the unemployment benefit for Ampleon employees is insured for a maximum period of 38 months.

ANNEX F REPLACEMENT PROVISIONS THAT APPLY TO PARTICIPANTS IN THE GLOBAL INCENTIVE PLAN

Article 1 Definitions

In this annex, the following definitions shall apply:

Sales Employee:	Employee who is employed in a specific function within the Global Sales organization and participates in the Plan;
Basic salary:	this is the annual salary, excluding personal budget and variable salary.
Plan:	The Global Sales Incentive Plan that applies for the specific functions within the Global Sales organization. The basic principle of this Incentive Plan is that participants have a fixed basic salary plus a variable component of nominal 25% or 30%, depending on the grade (see table) in the Global Sales organization.

Percentage variable part Global Sales Incentive Plan	
Grade	Percentage
19	30%
18 and lower	25%

Article 2 General

The Plan is directly applicable to employees in the Global Sales organization who were employed in a specific function

Article 3

1. Article 5.3 of the CAO is not applicable to Sales employees.
2. To replace the CAO article excluded under paragraph 1 of this article, the following articles apply for Sales employees.

Article 4 Applicability of the Plan

The applicability of the plan will be explicitly mentioned in the individual employment contract of the Sales employees.

Article 5 Term of validity

The period of validity of this annex is equal to the period of validity indicated in article 1.2 of the collective labor agreement.

ANNEX G SALARY SCALES GRADES

ANNUAL SALARY SCALES GRADES 10-19 PER 1 APRIL 2020
(including the collective increase per 1 April 2020 of 1,5%, amounts are rounded to whole Euros)

Scale Position	10	11	12	13	14	15	16	17	18	19
120	38.503	40.788	45.030	49.272	54.710	62.976	80.041	94.430	109.354	129.694
115	36.899	39.089	43.154	47.219	52.431	60.352	76.706	90.496	104.797	124.290
110	35.295	37.389	41.278	45.166	50.151	57.728	73.371	86.561	100.241	118.886
105	33.690	35.690	39.401	43.113	47.872	55.104	70.036	82.627	95.684	113.482
Reference Salary = 100	32.086	33.990	37.525	41.060	45.592	52.480	66.701	78.692	91.128	108.078
95	30.482	32.291	35.649	39.007	43.312	49.856	63.366	74.757	86.572	102.674
90	28.877	30.591	33.773	36.954	41.033	47.232	60.031	70.823	82.015	97.270
85	27.273	28.892	31.896	34.901	38.753	44.608	56.696	66.888	77.459	91.866
80	25.669	27.192	30.020	32.848	36.474	41.984	53.361	62.954	72.902	86.462
75	24.065	25.493	28.144	30.795	34.194	39.360	50.026	59.019	68.346	81.059
70	22.460	23.793	26.268	28.742	31.914	36.736	46.691	55.084	63.790	75.655
60							40.021	47.215	54.677	64.847

MONTHLY SALARY SCALES GRADES 10-19 PER 1 APRIL 2020
(including the collective increase per 1 April 2020 of 1,5%, amounts are rounded to whole Euros)

Scale Position	10	11	12	13	14	15	16	17	18	19
120	3.209	3.399	3.753	4.106	4.559	5.248	6.670	7.869	9.113	10.808
115	3.075	3.257	3.596	3.935	4.369	5.029	6.392	7.541	8.733	10.357
110	2.941	3.116	3.440	3.764	4.179	4.811	6.114	7.213	8.353	9.907
105	2.808	2.974	3.283	3.593	3.989	4.592	5.836	6.886	7.974	9.457
Reference Salary = 100	2.674	2.833	3.127	3.422	3.799	4.373	5.558	6.558	7.594	9.007
95	2.540	2.691	2.971	3.251	3.609	4.155	5.280	6.230	7.214	8.556
90	2.406	2.549	2.814	3.080	3.419	3.936	5.003	5.902	6.835	8.106
85	2.273	2.408	2.658	2.908	3.229	3.717	4.725	5.574	6.455	7.656
80	2.139	2.266	2.502	2.737	3.039	3.499	4.447	5.246	6.075	7.205
75	2.005	2.124	2.345	2.566	2.850	3.280	4.169	4.918	5.696	6.755
70	1.872	1.983	2.189	2.395	2.660	3.061	3.891	4.590	5.316	6.305
60							3.335	3.935	4.556	5.404

ANNUAL SALARY SCALES GRADES 10-19 PER 1 SEPTEMBER 2020

(including the collective increase per 1 September 2020 of 2%, amounts are rounded to whole Euros)

Scale Position	10	11	12	13	14	15	16	17	18	19
120	39.274	41.604	45.931	50.258	55.805	64.236	81.643	96.319	111.541	132.288
115	37.637	39.871	44.017	48.164	53.480	61.560	78.241	92.306	106.894	126.776
110	36.001	38.137	42.104	46.070	51.154	58.883	74.840	88.293	102.246	121.264
105	34.364	36.404	40.190	43.976	48.829	56.207	71.438	84.279	97.599	115.752
Reference Salary = 100	32.728	34.670	38.276	41.882	46.504	53.530	68.036	80.266	92.951	110.240
95	31.092	32.937	36.362	39.788	44.179	50.854	64.634	76.253	88.303	104.728
90	29.455	31.203	34.448	37.694	41.854	48.177	61.232	72.239	83.656	99.216
85	27.819	29.470	32.535	35.600	39.528	45.501	57.831	68.226	79.008	93.704
80	26.182	27.736	30.621	33.506	37.203	42.824	54.429	64.213	74.361	88.192
75	24.546	26.003	28.707	31.412	34.878	40.148	51.027	60.200	69.713	82.680
70	22.910	24.269	26.793	29.317	32.553	37.471	47.625	56.186	65.066	77.168
60							40.822	48.160	55.771	66.144

MONTHLY SALARY SCALES GRADES 10-19 PER 1 SEPTEMBER 2020

(including the collective increase per 1 September 2020 of 2%, amounts are rounded to whole Euros)

Schaalpositie	10	11	12	13	14	15	16	17	18	19
120	3.273	3.467	3.828	4.188	4.650	5.353	6.804	8.027	9.295	11.024
115	3.136	3.323	3.668	4.014	4.457	5.130	6.520	7.692	8.908	10.565
110	3.000	3.178	3.509	3.839	4.263	4.907	6.237	7.358	8.521	10.105
105	2.864	3.034	3.349	3.665	4.069	4.684	5.953	7.023	8.133	9.646
Referentie salaris 100	2.727	2.889	3.190	3.490	3.875	4.461	5.670	6.689	7.746	9.187
95	2.591	2.745	3.030	3.316	3.682	4.238	5.386	6.354	7.359	8.727
90	2.455	2.600	2.871	3.141	3.488	4.015	5.103	6.020	6.971	8.268
85	2.318	2.456	2.711	2.967	3.294	3.792	4.819	5.686	6.584	7.809
80	2.182	2.311	2.552	2.792	3.100	3.569	4.536	5.351	6.197	7.349
75	2.046	2.167	2.392	2.618	2.907	3.346	4.252	5.017	5.809	6.890
70	1.909	2.022	2.233	2.443	2.713	3.123	3.969	4.682	5.422	6.431
60							3.402	4.013	4.648	5.512