ARCADIS Design & Consultancy for natural and built assets

ARCADIS CLA

1 October 2022 - 1 January 2024



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BETWEEN THE UNDERSIGNED:

Arcadis Nederland BV, acting for the purpose of this agreement also on behalf of
- Arcadis NV
- Over Morgen B.V.
- KNHM

Association

on the one part

AND:

FNV
CNV
Vakmensen.nl
De Unie

each as the party of the other part

have concluded the following Collective Labor Agreement.

The FNV is mainly involved in collectively representing the interests of employees at Arcadis. This includes:
- Negotiating the collective labor agreement (CLA)
- Drawing up social plans in the event of any company reorganizations
- Pension agreements

The FNV therefore defends your interests in terms of work and income. Your membership of the FNV also entitles you to receive, if necessary, individual legal assistance in the areas of work, income, personal injury and occupational diseases. For other legal problems, the FNV and Reaal have created a tailormade legal assistance insurance policy at a special rate exclusively for FNV members.
We want to make the Netherlands a better place, with decent work, a just society and a fair distribution of work and income, both now and in the future. Let's strive for a more social Netherlands together.
Join us! https://www.fnv.nl/lidmaatschap/lid-worden#/

CNV Vakmensen is committed to the joint defense of employees' interests. It also defends pleasure in your work, drive, a sense of purpose and the search for opportunities and possibilities for further professional development. Our objective is a just society that invites people instead of excluding them. In this respect, trust and understanding for each other's views are important prerequisites. Solid agreements have been made to this end in this CLA, such as the career scan. It's equally important that all employees continue to feel at home at Arcadis, So we'll take their various wishes and needs into account when detailing the social themes.

Don't join any union, join De Unie. De Unie at Arcadis. De Unie wants to be more than a traditional trade union. In consultation with its members, De Unie has played an important part in creating good employment conditions at Arcadis Nederland. De Unie also looks after your individual interests, whether it concerns offering a "listening ear", in-depth legal procedures or anything else. For example, a chat in the form of coaching or sparring is also possible. If you need advice on your career, finance or long-term employability, De Unie can offer guidance. Work with De Unie on optimizing the structure of your employment conditions.

We want to be a company where people want to work. Our mission: create a sustainable future. For whom exactly? Firstly, for ourselves. We want to be a company where everyone feels at home and challenged by their projects, and where they can continue to develop. Secondly, we want a sustainable future for our clients: their sustainable success is at the heart of everything we do. Finally, we want a sustainable future for our company in which we continue to make every effort to implement sustainable improvements and set ambitious business objectives. A market-oriented remuneration package for our employees is in line with these objectives. We reward our employees' performance and potential. We strive to ensure that our remuneration principles are applied fairly and justly. Remuneration in its broadest sense therefore plays an essential role in retaining and attracting talent to implement our strategy.

SECTION I **GENERAL**

CLAUSE 1 CONSULTATION STRUCTURE

1. Collective Labor Agreement

Arcadis Nederland BV and the associated trade unions have agreed at the central level to this Collective Labor Agreement for the employers and employees indicated in Clause 2. The Collective Labor Agreement is the framework for all terms of employment and contains provisions that:

- have a direct effect on individual employment contracts without requiring any further regulations; or
- are of a basic character and, as such, have a direct effect on individual employment contracts, but require further elaboration in specific settings, whereby these provisions can only be deviated from in a positive sense; or
- only stipulate that a regulation may be implemented in specific settings.

2. Local agreements

The employers indicated in Clause 2 can agree to other specific settings[1] with the local or central works councils, so long as these regulations are within the framework of the provisions of the Collective Labor Agreement. Central and local consultations concerning the Collective Labor Agreement will occur on the basis of Article 27 of the Netherlands Works Councils Act (Wet op de ondernemingsraden). Any regulations so created will be regarded as components of the Collective Labor Agreement, having therefore the same legal force and, therefore also a direct effect on individual employment contracts. The agreements made at the local or central level will be verified at the central level by the parties to this Collective Labor Agreement.

CLAUSE 2 SCOPE

1. Employer

The Collective Labor Agreement applies to the following employers:

- Arcadis Nederland BV
- Arcadis NV
- Over Morgen BV
- KNHM Association

2. Employees

The Collective Labor Agreement applies to employees (M/F) working for one of the employers indicated in Sub-Clause 1 on the basis of individual employment contracts.
Individual agreements deviating from the Collective Labor Agreement can be made with employees with a salary level above Level 11 (see Section III), such as members of the management team.

The Collective Labor Agreement does not apply to employees who come within the scope of the Collective Labor Agreement for Construction workers (Cao Bouw).

3. Duration of the Collective Labor Agreement

The Collective Labor Agreement has a duration of 15 months, commencing on 1 October 2022 up to 1 January 2024. On the latter date, the Collective Labor Agreement terminates, without any notice being required.

4. Interim changes

The Collective Labor Agreement may be amended in the interim with the consent of all parties to the Collective Labor Agreement in the event that during the term of the Collective Labor Agreement, new laws and regulations come into effect, or in case of compelling circumstances that affect the provisions of this Collective Labor Agreement. In such cases, the parties will enter into consultation with one another on amending the relevant provisions of the Collective Labor Agreement.

[1] If and insofar as something changes in such an arrangement, this will be announced via a news item on the intranet.

CLAUSE 3 GENERAL DEFINITIONS AND ABBREVIATIONS USED

The following terms and abbreviations will be used in this agreement:

ANW	Algemene nabestaandenwet (Netherlands General Surviving Dependents Act)
Arbo-wet	Arbeidsomstandighedenwet (Netherlands Labor Conditions Act)
Arcadis	The employers as specified in Clause 2, Sub-clause 1
BW	Burgerlijk Wetboek (The Netherlands Civil Code)
Hnpf	Het nederlandse pensioenfonds (The Netherlands Pension Fund)
HRM	The Human Resource Management Department of Arcadis Nederland
HRS	The Human Resource Services Department of Arcadis Nederland
Maximum daily wage	The maximum daily rate of pay stipulated in the "Besluit dagloonregels werknemersverzekeringen" (Netherlands Decree on the Daily Pay Rules for Employee Insurance Schemes) (as of 1 January 2023: €256.54 gross, including holiday allowance)
Monthly income	The income that the employee receives (including extra allowances and any interim increases) less the normal withholdings
Monthly salary	The agreed gross salary per month excluding holiday allowance
Paid leave	Entitlement to leave with salary, as specified in the Wet arbeid en zorg (Work and Care Act)
PVA	Reduced working hours pension scheme
Unpaid leave	Entitlement to leave without salary, as specified in the Work and Care Act (Wet arbeid en zorg)
WAB	Wet arbeidsmarkt in balans (Netherlands Balanced Labor Market Act)
WAO	Wet op de arbeidsongeschiktheidsverzekering (Netherlands Occupational Disability Insurance Act)
WAZO	Wet arbeid en zorg (Netherlands Work and Care Act)
Wfw	Wet flexibel werken (Netherlands Flexible Working Act)
WGBL	Wet gelijke behandeling op grond van leeftijd bij de arbeid (Netherlands Equal Treatment in Employment [Age Discrimination] Act)
WIA	Wet werk en inkomen naar arbeidsvermogen (Netherlands Work and Income According to Labor Capacity Act). *WGA Regulation: Regeling werkhervatting gedeeltelijk arbeidsgeschikten (Netherlands Regulation on the Resumption of Work for Partially Disabled Persons) IVA Regulation: Regeling inkomensvoorziening volledig arbeidsongeschikten (Netherlands Regulation on Income Provision for Fully Disabled Persons)*
WOR	Wet op de ondernemingsraden (Netherlands Works Councils Act)
ZW	Ziektewet (Netherlands Sickness [Benefits] Act)

Gross hourly wage

The gross hourly wage is calculated by dividing the full-time monthly salary by 173.33 hours. The purchase and sale of leave is subject to a "value of a day" of 5.35% of the full-time monthly salary.

CLAUSE 4 GROSS AMOUNTS / CONSEQUENCES OF LEGISLATION

Unless otherwise indicated, all amounts in this Collective Labor Agreement are gross. Any possibly applicable tax exemptions will be taken into account[2].

The provisions in this Collective Labor Agreement are based on tax and other relevant legislation that was valid at the time that this Collective Labor Agreement was concluded, along with judicial decisions that were known at the time. Changes to tax or other relevant legislation, or else new judicial decisions, can result in (interim) adjustments to the manner in which these provisions are applied. These adjustments will be implemented in accordance with the principles of reasonableness and fairness (see Clause 5, Sub-clause 1) and with the prior consent of the parties to this Collective Labor Agreement.

[2] N.B.: Some amounts can therefore be paid net, while others cannot. The employer, in this case the Personnel and Payroll Department, will provide up-to-date information on this topic on request.

CLAUSE 5 GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Compliance with the Collective Labor Agreement

Parties to the Collective Labor Agreement shall comply with this Agreement in accordance with the principles of reasonableness and fairness, as well as refrain from undertaking or supporting any action intended to bring changes to this Collective Labor Agreement during its lifespan.

2. Regular meeting

Parties to the Collective Labor Agreement shall, in principle, hold quarterly information meetings concerning the general state of affairs at the employer.

CLAUSE 6 GENERAL RIGHTS AND OBLIGATIONS OF THE EMPLOYER

1. Arcadis General Business Principles

At Arcadis, we have defined our mission as follows:
Our mission is creating high quality and sustainable results for our customers in the built and natural environment. In the fulfilment of this mission, as a global company we adhere to five core values in everything that we do: people first, integrity, client success, collaboration and sustainability.
Arcadis' mission and the corresponding five core values are explained further in the Arcadis General Business Principles (AGBP).

2. Individual employment contracts

The employer shall enter into an individual employment contract with each employee and every such contract will declare that the Collective Labor Agreement is an integral part of it. The individual employment contracts will mention at least the following items: date of commencing employment, agreed working hours, type of employment, position, work location, gross (full-time) monthly salary, any regular expense allowance and any travel allowance for commuting, or as the case may be the availability of a lease car as one of the explicit terms of employment.

3. Distribution of the Collective Labor Agreement

The employer must present anyone commencing employment with a copy of the Collective Labor Agreement (on paper or in the form of an electronic document that can be printed by the employee) and of any subsequently published changes made to the Agreement[3].

4. Merger and reorganization

Considering the obligations stemming from the SER (Netherlands Social and Economic Council) code of conduct for mergers, the WOR and the Netherlands Collective Redundancy (Notification) Act, the employer contemplating:

- entry into a merger, or
- termination of a business division, or
- a significant reorganization (as further defined in Article 25 WOR),

must also be concerned with the social consequences in accordance with the social policy framework agreed between the parties to the Collective Labor Agreement, as stipulated in Clause 27. Social consequences are also to be understood as the relocation of employees from one business location to another.

The underlying premise is that the employer will consult with trade unions if the employment conditions of 10 or more employees may be affected.
The employer will inform the unions involved in the Collective Labor Agreement, the central and local works councils and the employees concerned as soon as possible regarding the measures being considered.

[3] The current version of the Collective Labor Agreement can be found on the intranet, Enabling you – HR – Compensation and benefits – CAO & Remuneration.

CLAUSE 7 GENERAL RIGHTS AND OBLIGATIONS OF THE EMPLOYEE

1. Arcadis General Business Principles

Integrity is one of the core values of Arcadis. The purpose of the Arcadis General Business Principles (AGBP) is to further develop our commitment to integrity. The AGBP set guidance for our business decisions and actions and apply equally to company actions and to individual behavior of all our employees in conducting our day-to-day business. The AGBP describe the responsibilities we want to adhere to. Arcadis is committed to handling our responsibilities meticulously and to acting in accordance with the AGBP. The AGBP are available to all employees on the intranet.

2. Confidentiality

Employees are required to maintain complete confidentiality during their employment and after its termination concerning all business matters of which they know or about which they might reasonably suppose that confidentiality is required, this irrespective of the manner in which they obtained this knowledge. Employees are similarly bound by the terms that the employer agrees with clients when soliciting orders, insofar as the employer informs employees about these terms in writing.
Upon termination of employment, employees are also obliged to provide the employer immediately with all documents/software, notes and other data concerning the employer and all its associated businesses that the departing employees have in their possession.
Employees are responsible for any losses resulting from a contravention of the above.

3. Publications and intellectual property

Employees shall not publish any discoveries or research related to the work involved in their employment either during or after their period of employment without the written consent of the employer.
Employees transfer in advance to the employer all possible intellectual property resulting from the work or findings associated with their employment, including in particular any copyright and patent right.
Only the employer can grant written exemption from this requirement.
Employees are responsible for any losses resulting from a contravention of the above.

4. Extra duties

Employees intending to perform any type of work for third parties (whether or not this is done at their own expense) or to undertake self-employed activity as a sideline must inform the employer of this activity in advance. If, in the view of the employer, the sideline activities are harmful to the proper fulfilment of employment or might harm the business interests of the employer, the latter is entitled to prohibit these activities.

The employer shall inform employees of this prohibition in writing and provide justification for it. Employees are responsible for any losses resulting from a contravention of the above. Employees who become occupationally disabled as a result of prohibited sideline activities relinquish any claim to continued payment of salary and supplement to the legal benefits for occupational disability above the legally required entitlement.

5. Non-competition clause

As a supplement to employment contracts for an indefinite period, individual employees may be asked to agree to a non-competition clause.

6. Non-solicitation clause

A non-solicitation clause can be included in individual employment contracts for an indefinite period.

7. Software

Employees are not permitted to copy in whole or in part any of the employer's computer and software development programs (or have them copied) for use outside the employer's premises, unless they have been granted explicit written consent for such use by the employer.
Employees are required to do everything they are reasonably capable of to prevent third parties from having the opportunity of copying computer or software development programs in whole or in part, or to derive data from these programs. Employees are not permitted to load computer programs into the system without obtaining the employer's consent for such activity.

8. Complaints procedure

A general complaints procedure exists. It is included as Annex 5 to this Collective Labor Agreement.

Notwithstanding this general complaints procedure, complaints pertaining to this Collective Labor Agreement will be handled by a joint complaints committee consisting of four individuals. Two members are appointed by the employer, one member is appointed by the central works council of Arcadis Nederland and one member by the trade unions. A majority decision by the complaints committee is binding on the employer. For the rest, the applicable procedure is described in Clause 2 through 5 of Annex 5, in which “complaints committee” is to be substituted for “employer”.

CLAUSE 8 COMMENCING AND TERMINATING EMPLOYMENT

1. Type of employment

Employment can be initiated for a fixed or an indefinite period. In the absence of any indication in an individual employment contract, employment is for an indefinite period.

Contrary to the provisions of the BW concerning the period during which an employee works for an employer as a temporary employee prior to commencing regular employment with the employer, the one or more employment contracts covering this period are to be regarded as one fixed-term employment contract. This is the case if and to the extent that the period is only interrupted due to an occupational disability of the temporary employee accompanied by a termination of the contract with the temporary employment agency, provided that the period of two years specified in the BW is not exceeded or continued to be counted.

2. Trial period

When entering into an employment contract for a fixed term the following applies:

- In the event of an employment contract of two years or longer, a trial period of two months maximum applies
- In the event of an employment contract longer than six months, but shorter than two years, a trial period of one month maximum applies.
- In the event of an employment contract of six months or shorter, no trial period applies.

When entering into an employment contract for an indefinite period, a trial period of a maximum of two months applies.

3. Termination of employment

The provisions of the BW[4] apply to terminations of employment, with the understanding that:

- The employment contract ends on the day on which the employee reaches the State old age pension[5], or as much earlier as the employee wishes to bring forward his retirement date – at the choice of the employee within the limitations of the pension plan.
- If an employee chooses to take semi-retirement (as specified in the pension plan), employment partly terminates with regard to the portion for which his or her pension comes into effect;
- The employer will initiate a dismissal procedure due to complete or partial occupational disability no earlier than 104 weeks subsequent to the initial sick day.

4. Assignment abroad

In case of foreign assignment – contrary to Article 7:668a BW – a continued fixed-term agreement, regardless of the work location at the time that the contract is concluded, legally terminates taking into account the notice period and does not automatically convert to a contract for permanent employment after a period of 2 years or after 3 successive fixed-term contracts.

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[4] That means that termination always occurs at the end of the month (for example: an employee gives notice on 12 April of a calendar year. With due consideration of the notice period of 1 month, his employment will end on 1 June of that calendar year.)

[5] It should be noted that, with the manager's agreement, there is the possibility to work longer.

CLAUSE 9 CONSCIENTIOUS OBJECTIONS

1. Changing the hours of work

Employees indicating their conscientious objections against working on days when a sanction against work is imposed by the generally recognized religion professed by them, will be offered the opportunity to discuss modification of their working hours, insofar as operations enable such to occur. Any required time off will be deducted from holiday pay or granted as unpaid leave.

2. Conflict situation

Parties to the Collective Labor Agreement recognize that employees with conscientious objections against their work or a portion thereof are placed in serious personal conflict situations, possibly preventing the performance of their agreed work due to objections that, for them, are insurmountable. The following applies to such situations:

- Employees shall inform their immediate supervisor of their conscientious objections in writing, provide justification for them and indicate what, in their view, are the consequences for the performance of their work.
- The immediate supervisor shall honor a serious conscientious objection on the part of employees by offering equivalent alternative work to the employees concerned, insofar as such is reasonably possible.
- Employees claiming to have serious conscientious objections shall accept the equivalent alternative work that the immediate supervisor offers them.
- Employees who refuse to perform a task on account of a serious conscientious objection shall, to the best of their ability, limit any resulting loss.

3. No dismissal due to refusal

An employee's refusal of occasional work on account of serious conscientious objections does not constitute grounds for dismissal or termination of employment. Salary for the occasional period when no work is performed will be uninterruptedly paid to the employee.

SECTION II **WORKING TIME**

CLAUSE 10 WORKING HOURS

1. Normal working hours

The normal work week for full-time employment consists of 40 hours.
In consultation with the central or local works councils, a working hours arrangement can be agreed within the parameters of the Netherlands Working Hours Act (Arbeidstijdenwet). These regulations are available on the intranet.

2. On-call duty

Consultation with the central works council at Arcadis Nederland has resulted in an on-call duty scheme. These regulations are available on the intranet.

3. Irregular working hours

Discussions with central and local works councils can lead to an arrangement concerning irregular working hours or shifted hours (including remuneration for them). These regulations are available on the intranet.

CLAUSE 11 WORK ON SATURDAY, SUNDAY, HOLIDAYS AND ANNIVERSARIES

No work is performed on Saturdays and Sundays except for overtime or if otherwise agreed. The same holds true for the generally-recognized holidays, which are:

- New Year's Day
- Easter Monday
- King's Day
- The annual National Liberation Day (5 May)
- Ascension Day
- Whit Monday
- Christmas Day
- Boxing Day.

If no work is performed on a holiday falling in the period from Monday to Friday, regular salary will be uninterruptedly paid for the holiday to the extent that the employee would have normally worked.

A holiday that falls on a part-time day (Clause 16), a parental leave day (Clause 14), a shortened work week day (Clause 48) or a day on which the employee cannot work due to illness, does not result in compensation in the form of extra or replacement hours of leave.

CLAUSE 12 HOLIDAY/LEAVE ARRANGEMENTS

1. Hours of leave

In the event of a full-time employment contract, each employee is entitled to 160 statutory hours of leave and 80 supplementary hours of leave.

2. Hours of leave for employees who were employed on 31 December 2006[6] and have remained employed continuously since then

For employees who were employed on 31 December 2006 and have remained employed continuously since then, in addition to the 160 statutory hours of leave, the following hours of leave exceeding the statutory minimum apply:

- born in 1957 through 1961: 88 hours
- born in 1952 through 1956: 96 hours

If the employee was born in or after 1962, the normal 80 hours of leave exceeding the statutory minimum apply (see Sub-clause 1).

The hours of leave exceeding the statutory minimum in excess of 80 referred to in this sub-clause are paid in January of each year as an allowance on the payslip. If desired, the employee can use the options model (see Section VII) to buy back the days immediately, at exactly the same amount as the allowance received.

3. Proportional reduction

If employment is commenced or terminated during the course of a calendar year, the number of hours of leave for the specific calendar year will be reduced in proportion to the period of employment for the year and rounded to whole hours.

4. Settlement upon termination of employment

The employee terminating employment must, in consultation with the employer:

- either take the remaining hours of leave so that the last day off coincides with the last day of employment;
- or accept monetary payment in accordance with the legal provisions for the hours of leave remaining unused subsequent to the final day of employment.

If more leave is used than hours off granted, the excess in hours of leave taken is settled with the employee.

5. Leave in the case of partial disability after obligation to continue to pay salary

An employee who is partially unable to work for a period longer than the statutory obligation to continue to pay salary of 104 weeks, accumulates entitlement to hours of leave in proportion to the extent worked after the obligation to continue to pay salary.

6. Procedural provisions

It is important for both the employer and employees that the latter have sufficient rest. To protect employees, it may be desirable to set periods when leave is to be taken, this done as much as possible in consultation with the employee.

It is furthermore important that the entitlement to leave does not expire. The right to take days off lapses if they are not used within the legal period.

It is explicitly the employee's own responsibility to take the allocated days off or to obtain monetary payment for non-statutory leave[7], while the employer is also obliged to prevent a build-up of unused hours of leave.

If, at the end of the calendar year, the total number of unused hours of leave is more than 160 (in the case of a full-time employee; a proportional number in the case of part-time employment), the employer may, in consultation with the employee, decide to pay compensation to the individual employee for the unused hours of leave from the past year. The employer and employee may, for example, consider this issue during the employee performance evaluation, after which the employer will make a final decision about any resulting agreement immediately following the conclusion of the calendar year.

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[6] For employees of former Alkyon, instead of 31 December 2006, the following applies: 31 December 2008.
For employees of former PRC, regardless of the year of birth, there is no increase of hours of leave above the 160 statutory hours of leave and 80 hours of leave exceeding the statutory minimum, unless otherwise agreed.

[7] The number of hours of leave to which a full-time employee is entitled under Netherlands law is 160 (20 days). All hours off in excess of this number in the current year constitute non-statutory leave.

Any payment in lieu of hours of leave will occur simultaneously with the salary paid in the immediately following month and will involve at most the number of non-statutory hours of leave that were allocated in the previous year. Payment will be based on the value of a single day calculated according to Clause 39 while using the monthly salary for December of the previous year.

7. Leave accumulated with a previous employer

There are two ways to take leave accumulated with a previous employer during employment at Arcadis.

The statutory provision

Employees entitled to leave accumulated with a previous employer during the last 12 months of their previous employment and not used (but for which compensation was paid by the previous employer) may request this unpaid leave during the first year of their employment. The request for this purpose must be indicated in writing by employees to the employer prior to commencing employment.

The Arcadis provision for purchasing/selling leave

Upon request, employees can use the amount paid by their previous employer for leave not taken to purchase leave at Arcadis. See also Section VII – Selection options.

CLAUSE 13 PAID LEAVE

1. Paid leave

An employee can take leave in the meaning of Article 4.1 of the Netherlands Work and Care Act (Wet arbeid en zorg), provided that the employee informs the employer of the absence at least one day in advance and submits any supporting documents justifying the time off and attends the event involved in a particular set of circumstances. In any event, there is entitlement to leave:

a. from the day of death up to and including the day of burial/cremation in case of death of the employee's partner, child or foster child;
b. for two days in case of death of a parent or parent in law;
c. for one day on the day of burial/cremation of the employee's grandparent or grandparent of the employee's partner, as well as one day on the day of burial of a household member, grandchild, brother, sister, son-in-law, daughter-in-law, brother-in-law or sister-in-law of the employee.

In the cases described in a, b and c, the employer will have the opportunity of increasing the number of days (with or without pay) in accordance with the employee's personal circumstances.

d. for the day on which he or she takes out a license to marry or otherwise publishes an intention to marry, and for two days at the time of his or her marriage (which is to say the day of the marriage and the next successive work day). In case of both partner registration and a subsequent marriage with the same partner (or the inverse), the entitlement to leave exists for either the partner registration or the marriage;
e. for the delivery of a partner's child;
f. for the wedding day of a child, foster child, grandchild, brother, sister, parent, parent-in-law, brother-in-law or sister-in-law;
g. for one day in case of an employee's 25th or 40th wedding anniversary;
h. for the day of celebration of the 25th, 40th, 50th, 60th, etc. wedding anniversary of the employee's parents, parents-in-law, grandparents or grandparents-in-law;
i. for the day celebrating 25 and 40 years of service of the employee;
j. for a period to be fairly determined by the employer to a maximum of 2 hours on each occasion for necessary appointments with a doctor or specialist, insofar as such visits cannot occur outside of working hours. In exceptional cases, the employer may permit longer absences. Demonstrated misuse will result in withholding of pay.

2. Definition of partner

A partner is understood as the spouse, registered partner and partner not being a person with whom the employee is related by blood once or twice removed and with whom the employee lives at one address as indicated in the municipal register (for at least six months).
Family-in-law is to be understood as the family of the partner, as defined in this clause.

CLAUSE 14 LEAVE AS DEFINED IN THE NETHERLANDS WORK AND CARE ACT

Employees are entitled to the following forms of leave specified in the Netherlands Work and Care Act:

a. Pregnancy and maternity leave (normally 16 weeks of paid leave). Since 1 January 2015, after 6 weeks of maternity leave, the remaining maternity leave can be taken up spread out over a maximum period of 30 weeks.
b. Birth leave for the partner[8] (paid leave; 5 work days for full-time employment, to be taken within 4 weeks after birth[9]. This is in addition to the leave granted to the partner during delivery of the partner's child as indicated in Clause 13).
c. Supplementary birth leave for the partner[11] (5 times the number of working hours per week, to be taken within 6 months after birth, having first taken the regular birth leave). By law, this leave is paid at 70%, up to a maximum of 70% of the maximum daily wage. In the 2021-2022 Collective Labor Agreement, it was agreed with the trade unions that Arcadis will supplement this to 100% continued payment of the employee's salary.
d. Adoption leave (leave with at most the maximum daily wage of paid leave for 6 times the weekly working hours, to be taken within 26 weeks after adoption).
e. Parental leave (unpaid leave of at most 26 times the contracted work week).
f. Emergency leave (paid leave in accordance with the principles of fairness).
g. Short-term care leave (paid leave of 70% to at most 70% of the maximum daily wage; limited to a period of twice the work week extending over a maximum duration of 12 months).
h. Long-term care leave (unpaid leave, no more than six times the agreed weekly working hours for a maximum duration of 12 months. The employee decides how he wishes to spread his leave).

The provisions of the Netherlands Work and Care Act apply to the allocation of these forms of leave. The available forms of leave can be used for bereavement leave by mutual agreement.
A further explanation of these forms of leave has been published on the intranet.

Except in the case of long-term care leave, pension accrual, cover for occupational disability pension and premium-exempt accrual of pension in the case of occupational disability and the associated premium payments are continued during the above-mentioned forms of leave as if no leave were involved.

CLAUSE 15 EXAM LEAVE

The employer is required to grant employees leave with pay at their request for the time required to sit exams, provided that, according to the employer's judgment, the exams are related to the work to be performed by the employees.

CLAUSE 16 PART-TIME

1. Definition of part-time worker

A part-time worker is understood to be an employee with a contractual work week of less than 40 hours.

2. Changing the work week

An employee who has worked for one of the relevant organizations for at least one year can request the employer to work more or fewer hours a week, in which case the provisions of the Netherlands Flexible Working Act (Wet flexibel werken) apply.

3. Proportional terms of employment

All terms of employment apply to part-time workers in proportion to their contracted work week, with the exception of:

- the training allowance program (see Annex 1);
- the reimbursement of moving / refurnishing costs in case of relocation at the employer's expense (see Clause 34).

[8] For the definition of 'partner' see Clause 13 Sub-clause 2.
[9] Hospital birth should be calculated from the day the baby comes home.

4. Additional hours

When the part-time worker works more hours than indicated on his or her applicable duty roster but remains within the duty roster of the full-time employee, these additional hours will be paid, increased by a 20% supplement to the hourly wage (in this respect, the hourly wage is 0.6% of the full-time monthly salary), unless the compensation involved is in the form of “time for time”[10].

CLAUSE 17 CAREER INTERRUPTION

Employees who have been employed for at least one year can request the employer to allow a career interruption for care or study. The request for a career interruption must be submitted to the employer, subsequent to which a definite answer will be provided within three weeks. The arrangements between the employer and employee must be agreed in writing.
Any consequences concerning social security and pension accrual are at the employee's expense.

[10] Additional hours can only be made by part-time employees by filling up the part-time week to the size of a normal work week. The 20% is a compensation for holiday allowance (8%) and accrual of leave (30 days to 261 SV days (days worked for social insurance purposes) = 11.5%). The calculation of 1.08 x 1.115 = 1.2042 results in the above-mentioned 20%.

SECTION III **REMUNERATION**

CLAUSE 18 JOB CLASSIFICATIONS AND SALARY SCALES

1. Global Job Framework and Job Classification Levels

The functions applicable at Arcadis Netherlands are included in the job framework of Arcadis Nederland. The job framework shows the classification of functions within the levels of the Global Job Framework (GJF). The Job Level to which a job is classified is determined by the "gravity" of a job.

The job classifications applicable at Arcadis Nederland are based on the Arcadis – Generic Level Descriptors – Combined Job Families (January 2017)[11], validated by Korn Ferry Hay Group and job evaluation specialists from the trade unions.

The table below shows the transition from the ORBA job evaluation system to the HAY job evaluation system.

	Job Level	HAY LEVEL	HAY POINTS
	1	9	114 - 134
	2	10	135 - 160
	3	11	161 - 191
	4	12	192 - 227
	5	13	228 - 268
	6	14	269 - 313
	7	15	314 - 370
	8	16	371 - 438
	9	17	439 - 518
	10	18	519 - 613
	11	19	614 - 734

The Global Job Framework is available on the intranet.

[11] Designed by Arcadis NV in cooperation with Korn Ferry Hay Group UK.

2. Global Job Framework Job Levels

The link between the Hay score and the job levels determines the salary scale in which jobs are classified. Each level has a minimum full-time monthly salary, a 100% full-time monthly salary and a personal maximum full-time monthly salary.

A structural salary increase and an increase in all salary scales have been agreed in the 2022-2023 Collective Labor Agreement:

- A salary increase of 2% as of 1 January 2023;
- A salary increase of 2% as of 1 June 2023;
- A salary increase of 2% as of 1 December 2023.

One-off payments and additional provisions
In addition, it has been agreed that the following payments will be made during the term of the Collective Labor Agreement:

- €750 gross (in proportion to the employment contract) in December 2022
- €50 gross (in proportion to the employment contract) per month for the entire year 2023

The salary tables with effect from 1 October 2022, 1 January 2023, 1 June 2023 and 1 December 2023 are as follows:

Salary scales adjustment per Job Level PO as per 1 October 2022 (+3% / 2%)

Level	Minimum	100% salary	Personal maximum
A	Statutory minimum wage scale[12]: Per 1 July 2022 €1,756.20		
1	€2,229	€2,912	€3,117
2	€2,338	€3,059	€3,279
3	€2,610	€3,242	€3,507
4	€2,610	€3,480	€3,804
5	€2,758	€3,773	€4,130
6	€2,953	€4,191	€4,635
7	€3,299	€4,786	€5,341
8	€3,390	€5,304	€5,968
9	€3,875	€5,771	€6,429
10	€4,239	€6,762	€7,642
11	€4,873	€8,166	€9,235

Salary scales per Job Level as per 1 January 2023 (+2%)

Level	Minimum	100% salary	Personal maximum
A	Statutory minimum wage scale Per 1 January 2023 €1,934.40		
1	€2,273.58	€2,970.24	€3,179.34
2	€2,384.76	€3,120.18	€3,344.58
3	€2,509.20	€3,306.84	€3,577.14
4	€2,662.20	€3,549.60	€3,880.08
5	€2,813.16	€3,848.46	€4,212.60
6	€3,012.06	€4,274.82	€4,727.70
7	€3,364.98	€4,881.72	€5,447.82
8	€3,457.80	€5,410.08	€6,087.36
9	€3,952.50	€5,886.42	€6,557.58
10	€4,323.78	€6,897.24	€7,794.84
11	€4,970.46	€8,329.32	€9,419.70

[12] The statutory minimum wage scale for 21 years and older is used for employees with a distance to the labor market.

Salary scales per Job Level as per 1 June 2023 (+2%)			
Level	Minimum	100% salary	Personal maximum
A		Statutory minimum wage scale Per 1 January 2023 €1,934.40	
1	€2,319.05	€3,029.64	€3,242.93
2	€2,432.46	€3,182.58	€3,411.47
3	€2,559.38	€3,372.98	€3,648.68
4	€2,715.44	€3,620.59	€3,957.68
5	€2,869.42	€3,925.43	€4,296.85
6	€3,072.30	€4,360.32	€4,822.25
7	€3,432.28	€4,979.35	€5,556.78
8	€3,526.96	€5,518.28	€6,209.11
9	€4,031.55	€6,004.15	€6,688.73
10	€4,410.26	€7,035.18	€7,950.74
11	€5,069.87	€8,495.91	€9,608.09

Salary scales per Job Level as per 1 December 2023 (+2%)			
Level	Minimum	100% salary	Personal maximum
A		Statutory minimum wage scale Per 1 January 2023 €1,934.40	
1	€2,365.43	€3,029.64	€3,307.79
2	€2,481.10	€3,246.24	€3,479.70
3	€2,610.57	€3,440.44	€3,721.66
4	€2,769.75	€3,693.00	€4,036.84
5	€2,926.81	€4,003.94	€4,382.79
6	€3,133.75	€4,447.52	€4,918.70
7	€3,500.93	€5,078.94	€5,667.91
8	€3,597.50	€5,628.65	€6,333.29
9	€4,112.18	€6,124.23	€6,822.51
10	€4,498.46	€7,175.89	€8,109.75
11	€5,171.27	€8,665.82	€9,800.26

3. Objection

If employees have objections against their job assignment (or its classification), they can make use of the objection and appeal procedure. This procedure is included as Annex 4 to this Collective Labor Agreement.

CLAUSE 19 ANNUAL INDIVIDUAL RAISE based on Performance

1. Evaluation and raise

Depending on the outcome of the employee's annual appraisal and RSP, the employee's monthly salary will be increased annually on 1 April.

The starting points for the annual increase are as follows.

- The increase is linked to the outcome of the employee performance evaluation (“Pay for performance”) and is dependent on the employee's relative salary position (“RSP”); The raise can vary between the minimum and maximum indicated below, and is always applied to the current salary.

- The business situation of Arcadis is independent of the Performance Management matrix. So even if Arcadis suffers a loss, the percentages must be paid out. This is the reason that differentiation consists of a minimum individual increase and a maximum increase.
- The starting point here is also 'the younger (and therefore lower in the scale) the higher the growth percentage'.
- Even with an RSP above 100%, if a degree of development has been demonstrated and/or the set goals have been achieved, an individual increase of 0-2% will be awarded if there is satisfactory or good functioning. In the case of very good or excellent performance, these percentages are higher in accordance with the table. It is up to the managers within this to differentiate, taking into account the principles.

Relative salary position	RSP <80%		RSP 80% - 90%		RSP 90% - 100%		RSP ≥100%	
Result of the performance evaluation:	Increase in current salary							
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Unsatisfactory	0.0%		0.0%		0.0%		0.0%	
Satisfactory	2.0%	4.0%	1.0%	2.0%	1.0%	2.0%	0.0%	2.0%
Good	4.0%	6.0%	2.0%	4.0%	1.0%	3.0%	0.0%	2.0%
Very good	6.0%	8.0%	3.5%	6.0%	2.0%	4.5%	1.0%	3.0%
Excellent	8.0%	10.0%	5.0%	8.0%	3.0%	6.0%	2.0%	4.0%

The Relative Salary Position (RSP) of an employee is his or her current salary divided by the 100% salary.

The employer is responsible for ensuring that the employee's performance evaluation occurs in sufficient time.

2. Maximum monthly salary

The raise will be granted if and to the extent that the personal maximum on the salary scale has not yet been reached.

3. Commencing employment on or after 1 October of any year

If employment commences on or after 1 October of any year, the employer can decide not to grant the annual salary increase on the immediately following 1 January.

CLAUSE 20 PROMOTION

1. Reclassification to a higher salary scale

An employee who is promoted to another position of higher classification is reclassified to the correspondingly higher salary scale as of the beginning of the month in which the promotion takes effect.

2. Salary increase

In case of promotion, the monthly salary is increased by a percentage corresponding to the result of the performance evaluation at the time of the promotion. The relative salary position is then appropriately applied to the new salary level after the promotion, unless:

- the salary prior to the promotion was already higher than the personal maximum on the old level (on account of transfer rights, for example).
- In this case, the salary after promotion can be limited to 5% above the personal maximum on the old level, the salary prior to promotion being the minimum;
- the personal maximum on the new level is exceeded. In this case, the raise will be limited to the personal maximum on the new level, the salary prior to promotion being the minimum.

3. Promotion on or after 1 October of any year

In case of promotion on or after 1 October of any year, the allocation of the annual salary increase specified in Clause 18 can first occur one year after the immediately following 1 April.

CLAUSE 21 DEMOTION

1. Demotion

Demotion is an increasingly important tool for the sustainable employability of employees. A step down in the job classification and consequently to a lower salary level offers employees better options for employment at a level suited to them and therefore has an important motivational effect.

2. Basic principles:

- Demotion can be initiated by both the employee and the employer. However, demotion always takes place on the basis of mutual consent.
- This means that employees are not automatically entitled to demotion.
- The employee steps down 1 job and salary level at most.

3. Salary decrease

- The decrease in monthly salary* is equal to the difference between the minimum monthly salaries on the two relevant salary levels, or[13] the difference between the current salary and the personal maximum of the lower salary level.
- The salary is decreased in one go, but there is an allowance according to the following graduated level:
    - This gross allowance is a lump sum payment.
    - The allowance is included in the holiday allowance calculation.

Number of years of service	Number of months of difference in payment
9 or less	9 months
10 to 14	12 months
15 to 19	15 months
20 or more	18 months

- Payment
    - This gross allowance is a lump sum payment in the first month in which the demotion becomes effective.
    - The allowance is included in the holiday allowance calculation.
    - The gross allowance is increased with the employer contribution missed for pension accrual.
- Other employment conditions
    - Fringe benefits linked to the salary:
    - Lease car: employees keep their lease car for the duration of the lease contract
    - Fixed expenses allowance: is terminated immediately if such an allowance is not permitted for the new job

CLAUSE 22 OVERTIME

1. Definition

Overtime occurs whenever, at the request of the employer, work is performed that results in normal working hours being exceeded (see Clause 10). Incidental deviations from the duty roster of a half hour or less are not regarded as overtime.

2. Requirement

In special cases, as judged by the employer, employees can be required by the employer to work overtime/additional hours. Overtime is paid to employees whose jobs are classified in levels 1 to 5. Compensation for overtime will be determined in mutual discussion between employee and employer either as time off or monetarily. Besides the compensation in time off or money, the employee also receives the allowance indicated in Sub-clause 4 monetarily.

For the definition and remuneration of part-time workers for additional hours, see Clause 16 Sub-clause 4.

[13] If not sufficient to get into the lower level bandwidth.

3. Principle
The employer is required to limit overtime/additional hours to the greatest extent possible. If overtime becomes other than an occasional practice for an employee, the employer will implement measures to prevent that overtime or, at least to limit it as much as possible.

4. Allowance
The overtime allowance for regular overtime amounts to 25%. The allowance for overtime on Saturdays, Sundays or holidays amounts to 50%. In principle, this overtime allowance is paid out as salary, therefore not in the form of time off.
A different arrangement applies to employees covered by the Supplement to this Collective Labor Agreement (see Annex 2). This is indicated in the annex.

CLAUSE 23 BONUS

The employer may pay the employee a special amount of remuneration for exceptional performance in the form of a bonus. Consultation with the central works council at Arcadis Nederland has resulted in a Variable Remuneration Scheme. This scheme is available on the intranet.

CLAUSE 24 INTERIM APPOINTMENT

1. Interim appointment
An employee who temporarily performs all the duties of a position that has a higher classification than his or her own job remains assigned to the job classification (and corresponding salary level) that is appropriate to his or her own position. If the interim appointment lasts at least one month, the employee will receive an extra allowance.

2. Extra allowance
The extra allowance is established on the basis of the difference between the monthly salary of the employee and the monthly salary that he or she would receive if promoted to the position being temporarily filled (see Clause 20 on Promotion).

3. No extra allowance
The extra allowance is not awarded to employees whose occupational classifications already include duties involving the temporary appointment to a higher position.

CLAUSE 25 HOLIDAY ALLOWANCE

1. Holiday allowance year
The holiday allowance year is from 1 June until 31 May.

2. Amount
Holiday allowance is equal to 8% of the sum of the gross monthly salaries during the holiday allowance year[14]. In the case of entering employment mid-term or premature termination of the employment contract or in the case of part-time employment, the holiday allowance is calculated in proportion to time.

3. Time of payment
a. The holiday allowance is paid out along with the salary payment of May or as much earlier in the case of premature termination of the employment contract. OR, as the employee wishes,
b. The holiday allowance is paid on a monthly basis in proportion to 1/12 along with the salary payment of the month in question.

[14] Gratuities, bonuses, overtime, performance-related remuneration, allowances, etc. have no influence on the holiday allowance

CLAUSE 26 PROFIT-BASED ALLOWANCE 2022

1. Profit-based allowance

When employers covered by this Collective Labor Agreement achieve at least the result (EBITA) specified in the consolidated or company annual budgets, these employers, benefiting from a sufficiently achieved result, shall pay their employees a profit-based allowance equal in total to 2.15% of the gross salary sum (12 months + 8% holiday pay of the relevant employees working for this employer) in a form to be determined in consultation between the employer and trade unions.

- EBITA is determined while including the costs of this bonus;
- This profit-based allowance will be paid out in the month of April of the year following the financial year in question, provided that the annual accounts of Arcadis NV have been published at that time.

2. Target groups

Three groups can be distinguished in the context of this profit-based allowance, namely: employed, employment terminated and retired.

Employed:

- Employees who commenced employment before 1 July of the financial year in question and who are still employed in April of the following financial year, receive 100% of the profit-based allowance. Employees who commenced employment after 30 June of the financial year in question and who are still employed in April of the following financial year, receive 50% of the profit-based allowance.
- Employees who commenced employment after 31 December of the financial year in question and who have therefore not contributed to the result of that financial year, are not eligible for the profit-based allowance.

Employment terminated

- Employees who were employed on 1 January of the financial year in question and who leave employment in the following financial year, receive 50% of the profit-based allowance.

Retired:

- (Former) employees who retired after 30 June of the financial year in question receive a full profit-based allowance. (Former) employees who retired before 1 July of the financial year in question, receive half of the profit-based allowance.

3. Amount

The profit-based allowance can vary:

- A profit-based allowance of 2.15% is paid for achieving 100% of the result recorded in their immediate employer's annual budget;
- No profit-based allowance is paid for achieving less than 80% of the result recorded in the annual budget;
- The profit-based allowance is increased to 2.25% of the gross salary sum for achieving 120% or more of the result recorded in the annual budget;
- Linear interpolation will take place to determine the amount paid for achieving a result between 80% and 100% or between 100% and 120%.

SECTION IV **EMPLOYABILITY**

CLAUSE 27 GENERAL SOCIAL POLICY

1. Continuous investment in development

The employer attaches value to the continued development of every employee of whatever age or generational stage. Development is important for the employee as an individual, but certainly also for the organization itself. Investing in employees, both young and old, is indispensable.
The employer offers an extensive training program including skills and behavior training programs, with customized programs for teams and individuals. This training program also includes external study programs and professional/vocational training programs.

In addition to this program, the employer will undertake and facilitate the following activities in order to furnish specific content to the training and development policy:

a. “Working on development”:

- This is the (annual) stock-taking of the current workforce and the workforce desired in three to five years. It leads to the coordination of the personal development opportunities revealed by performance management and the establishment of the planned activities desired by the employer and its employees. The effective results may consist of notes on relevant performance management forms or personal “development passports” focusing on specific employees.

b. “Expanding and sharing knowledge”:

- Management encourages and motivates the offering and facilitation of “thematic workshops” (late afternoon meetings of approximately four hours, repeatedly, for enthusiasts and attended on a voluntary basis) about (market-related) topics, for which the employer invites employees to gain and share knowledge with their colleagues, so that each of them can widen their knowledge in a short time;
- Providing guidance to junior employees through internal coaches. The activity stimulates an exchange of theoretical knowledge on the one hand and practical experience on the other. All this can contribute to the work enjoyment of both younger and older co-workers.

2. Vitality and sustainable employability

For the 2021-2022 Collective Labor Agreement, the parties involved have agreed to offer a number of practical tools to employees at Arcadis shortly, during Q3 2021. Specifically, this concerns the Career Scan and Financial Scan. The possibility of offering a Vitality platform with elements such as a diverse range of e-learning, prevention (health) tools, etc., is also being investigated.

Overview of the current range of tools, training and activities currently provided by Arcadis in the field of Sustainable Employability and Vitality:

- Career Scan
- Financial Scan
- Health & Safety Week
- Health & Wellbeing webinars and workshops

The goal is also to develop a long-term view of what Vitality at Arcadis entails. This will be developed further by a small project team in HR, the business in collaboration with the central works council and the trade unions. The parties to the Collective Labor Agreement have concluded an agreement to monitor and evaluate the progress of these Vitality Actions during the term of this Collective Labor Agreement.

3. Modification of deployment in special situations

Supplementary to the continuous investment in development, concerns about the state of health or other objective reasons will direct attention to:

- adjusted working hours and/or
- overtime and/or night shifts to be assigned in consultation between employer and employee, or else
- in specific cases, exemption from irregular working hours, evening shifts and/or night shifts.

4. Policy of diversity

The employer endeavors to be a mirror of the community at all levels. For this reason, the employer actively promotes the intake, retention and career opportunities of women and immigrants in particular, encouraging them to attain higher positions at the company.

a. Increasing the intake of highly-educated women and immigrants for example at Arcadis

- Active implementation of part-time policy
  At Arcadis, it is possible to work part-time, flexibly and at home no matter what the job classification is. Part-time workers receive the same chances for promotion as full-timers.
- Recruitment
  The group's existing female and immigrant employees are actively employed to recruit new employees. They are the best ambassadors and can make use of their own networks.

b. Strengthening the retention of, in particular, female and citizens with a migration background within Arcadis, for example:

- Leadership
  The offering of leadership training at Arcadis. It is important for management to be aware of their own preferences and learn to make better use of the differences (including those involving gender and personality) within teams.
- Coaching
  The employer offers highly educated employee's internal or external coaches for the existing group; these individuals are to support the persons in dealing with development issues and promotion opportunities.
- Succession
  Diversity will be explicitly considered in cases concerning succession within the organization. Actions will also be specified to enable more women to be considered for higher positions by means of a targeted development program.
- Networking meetings
  Networking meetings for women or immigrants at Arcadis are to be organized by external parties at the request of female or immigrant employees.
- Networks
  Attention is to be drawn to external networking groups in which female employees are or can become involved.

5. Social plan

As a result of the changes at the employer, it cannot be entirely ruled out that jobs will be lost or that the type of work carried out will change to a greater or lesser extent. The employer provides a Social Framework with provisions to support employees who become redundant in finding other employment within or outside Arcadis. This Social Framework will enter into force on 1 October 2022, with a term of 2 years until 30 September 2024.
The full text of the Social Framework is included as Annex 6 to this Collective Labor Agreement.

CLAUSE 28 MOBILITY WITH REGARD TO PLACE OF WORK

1. Definitions

Secondment Secondment involves the temporary assignment of an employee to another company or legal entity located in the Netherlands or abroad (in principle for a period no more than 12 months, although longer terms and even an indefinite period are possible), while the employment relationship with the original employer remains intact.

Transfer Transfer involves a movement from one employer to another, both employers being parties to this Collective Labor Agreement. Transfer also occurs when the employee's work location changes, while the employer remains the same.

Assign abroad Assignment abroad involves the assignment of the employee to another country for a fixed or indefinite term (but for at least three months), while the employment relationship with the Dutch employer remains intact.

Business travel Business travel involves the employee travelling to perform his or her duties either inside the Netherlands or abroad, as long as the trip in question does not last longer than three months.

2. Provisions governing secondment

Deviations from this Collective Labor Agreement may occur in the case of secondment. A set of regulations governing secondment can be formulated in consultation with the central and local works councils.

3. Provisions governing transfer

A set of regulations governing transfer has been formulated by the employer in consultation with the central works council at Arcadis Nederland. These regulations – as part of the Mobility Scheme – are available on the intranet.

4. Provisions governing assignment abroad

The employee is required to accept a reasonable request for assignment abroad, unless exceptional and/or personal circumstances affecting the employee inhibit such acceptance. The consideration of the presence of hampering circumstances must be examined on the one hand in the light of the business interests of Arcadis, which do not benefit from a form of assignment abroad that is too noncommittal, and on the other hand in the interests of the employee (and his or her family) being sufficiently enthusiastic and motivated for successful assignment abroad. This assessment must be made with due care and it should be possible to explain it to the employee.

Terms governing assignment abroad can be established in consultation with the central and local works councils. These regulations are available on the intranet.

SECTION V **EXPENSE ALLOWANCE SCHEMES / PROVISIONS**

CLAUSE 29 WORKPLACE AND TRAVEL COST SCHEME (WERK)

In consultation with the central works council of Arcadis Nederland, a Workplace and Travel Costs scheme (WERK) will be established for homeworking and mobility. The scheme covers at least the following aspects:

- frameworks for homeworking
- rules and guidelines on the design of the home workplace and associated compensations/benefits
- the wellbeing of the employee, and the right to not be contacted
- a homeworking allowance of €3, agreed with the trade unions, for every full day of working from home[15]
- flexible allowances per day for commuting and business travel
- an arrangement for the use of (lease/rental) cars provided to employees by the employer.

The WERK scheme replaces the current Mobility Scheme, the Telecommunications Scheme and the Working Hours Scheme.

One year after its introduction, the scheme will be evaluated with the employer, trade unions and the central works council.

CLAUSE 30 TRAINING ALLOWANCE PROGRAM

The employer offers a training allowance program. It is included as Annex 1 to this Collective Labor Agreement.

CLAUSE 31 HEALTH INSURANCE

1. General

The employer has concluded an agreement for group health insurance with two insurers.
Participation is possible for employees, their partners[16] and any (studying) children belonging to the employee's family.
General information about this insurance is available on the intranet.
Participation in this group insurance policy is voluntary. Employees are free to choose their own insurers.
Employees are only expected to contract health insurance with a recognized health insurer.

2. Cover and conditions

The cover offered by the insurer(s) is indicated in the current policy conditions set by the insurance company/ies. The insurer(s) obtain acceptance of these conditions directly from employees.

3. Premium

Premiums for said insurance policy/ies are to be paid by employees and are directly billed to employees by the insurance company involved.

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15 In principle, this is a gross allowance. Arcadis aims to pay the allowance net, to the extent permitted by tax law. The current tax agreements allow the homeworking allowance to be paid net. If tax agreements and/or regulations are amended and this is no longer possible, the allowance will be paid gross.

16 For the definition of 'partner' see Clause 13 Sub-clause 2.

CLAUSE 32 MEDICAL EXAMINATION

As part of the healthcare policy, employees whose state of health in combination with the position that they fill justifies appropriate monitoring, can, on request, have themselves subjected to a medical examination at the employer's expense once every two years.

CLAUSE 33 LONG-SERVICE AWARDS

1. Amounts

On special anniversaries of an employee's long period of service, the employee is awarded:

- ¼ of a month's salary for completing 12½ years of service;
- one month's salary for completing 25 years of service;
- one month's salary for completing 40 years of service.

2. Service of 35 or more years

Employees who at the start date of their retirement or semi-retirement have accumulated less than 40 but more than 35 years of service receive upon cessation of employment due to retirement or semi-retirement a long-service award to the amount of one month's salary in proportion to the actual number of years of service divided by the 40-year mark. This payment is made as follows:

- anyone entering semi-retirement before accumulating 35 years of service loses any entitlement to a long-service award for the portion of the employment then ended;
- anyone accumulating 35 years of service in the remaining portion of employment receives on the date of full retirement (or, if earlier, on the 40th anniversary of employment) a long-service award based on the extent of the remaining employment;
- anyone entering semi- or full retirement after accumulating 35 years of service receives at that time the appropriate proportion of the long-service award and, for any remaining percentage of part-time work, the remaining amount of the long-service award at the 40th anniversary of employment or the remaining part-time proportion to be paid on the date of full retirement.

3. Interruption of employment

A period of service with an interruption of less than six months will be regarded as an uninterrupted period of service.

CLAUSE 34 REIMBURSEMENT OF RELOCATION AND REFURNISHING COSTS

1. Costs of moving

In case of employee relocation on request of the employer, the actual costs (including VAT) of moving the employee's family and household effects will be reimbursed upon presentation of receipts, as long as the employer deems these costs to be reasonable.

2. Refurnishing costs

In case of relocation on request of the employer, the employee will receive from the employer, in addition to the reimbursement indicated in Sub-clause 1, a contribution to the refurnishing costs of 12% of 12 times the monthly salary (including holiday allowance) with a minimum of €3,400 (for full-time employment), on the condition that the relocation involves moving an entire household from a regular self-contained home to another final and regular self-contained home.

3. Home-buying costs

If employees are transferred and must be relocated on request of the employer, they are, over and above the payments mentioned in Sub-clauses 1 and 2, also eligible for a one-time gross payment amounting to 8% of the purchase price of a home (not including the buyer's purchasing costs) to a maximum of €7,700.

4. Repayment requirement

If the employment contract is terminated within three years of the relocation in a manner other than death or cancellation by the employer on account of disability, the reimbursement of relocation/refurnishing costs must be repaid in whole or in part by the employee as follows:

- in case of termination of employment within one year of relocation: 100% repayment;
- in case of termination of employment within two years of relocation: 65% repayment;
- in case of termination of employment within three years of relocation: 35% repayment.

5. Tax legislation
The tax legislation is followed in the payment (taxed or untaxed) of the above reimbursement(s). See also the provisions in Clause 4 of this Collective Labor Agreement.

CLAUSE 35 GROUP ACCIDENT INSURANCE

1. General
The employer has concluded a group accident insurance policy on behalf of employees. The insurance pays benefits for death due to accident, as well as in the event of partial or total disability as a result of an accident.
The insurance provides around-the-clock cover, including cover for accidents occurring outside working hours.

2. Premium
The premium for this insurance is paid by the employer.

3. Terms of the policy
The terms of the policy are available for inspection at the Insurance Management Department of the employer.
More information about this insurance is available on the intranet.

CLAUSE 36 PRIVATE INSURANCE

The employer has made agreements with an insurance company about an attractive private insurance package for employees and retirees of the employer. The advantage of low group premiums is applied to various types of private insurance, such as car, home, home contents, travel and personal liability insurance.
The employer is making the insurance package available but all substantive questions must be addressed to the insurance company.
More information about this insurance package is available on the intranet.

CLAUSE 37 LIFE-COURSE SAVINGS PLAN (LEVENSLOOPREGELING)

The statutory possibility of starting life-course savings expired on 1 January 2012. Existing participants were subject to a transitional entitlement, which ended on 31 December 2021.

CLAUSE 38 BENEFITS IN THE CASE OF DEATH

1. Death benefits
If the employee dies, the employer shall pay benefits to the employee's surviving dependents equal to the latest salary (including holiday allowance) to which the employee was most recently entitled by law for a period beginning on the day after the employee's death to the last day of the second month following the month in which the death occurred.

2. Definition
Surviving dependents are to be understood to include those individuals indicated in Article 7: 674 Paragraph 3 BW.

3. Legal benefits
The benefits in the event of death will be reduced by the amount that the surviving dependents receive upon the employee's death on the basis of the ZW and WAO/WIA.

SECTION VI **SELECTION OPTIONS**

CLAUSE 39 SELECTION OPTIONS

1. Sources/targets

There are a number of terms of employment in this Collective Labor Agreement that the employee can flexibly specify. For flexible specification of this Collective Labor Agreement, there are a number of terms of employment (to be regarded as "sources") that can be implemented in a given manner ("specific targets").

Sources: The following sources have been identified:

"Time sources":
- non-statutory hours of leave[17];
- any compensation for overtime in the form of time off.

"Monetary sources":
- the extra allowance specified under "days-off and scheduled off-duty days" in Annex 3;
- salary;
- holiday allowance.

Targets: In translating sources into specific targets, the following applies:

- the time sources can be paid out;
- the monetary sources can be spent on buying extra hours of leave (in total, maximum 160 hours per year in the case of 40 hours of work per week).

2. Value of one day

The monetary value of one day (8 hours) during employment is 5.35% of the full-time monthly salary[18].

How was this value calculated?
A year consists of 260.9 workable days on average. Subtracting 30 days of leave and an average of 6.6 public holidays during the week, leaves net 224.3 days per year, or 18.7 days per month. One day of leave therefore represents a value of 1/18.7 = 5.35% of the gross full-time monthly salary.

The hourly wage calculation consists of the monthly wage divided by 173.33 hours.

3. Consequences of sale/purchase

In determining holiday pay, pension premium and pension base, it is assumed that no hours of leave have been either bought or sold.
The proceeds from selling leave are not to be included as any type of earnings.
The consequences of selecting options in terms of tax and/or social security will not be compensated.

4. Time of option selection and option selection form

Employees can select an option at any time throughout the year by submitting completed option selection forms to HR Services after having them signed as approved by their immediate supervisors. For administrative reasons, this choice must be made known to HR Services no later than 1 December of the year in question.

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[17] The number of hours of leave to which a full-time employee is entitled under Netherlands law is 160 (20 days). All hours off in excess of this number in the current year constitute non-statutory leave.

[18] For participants in the scheme of shortened work week in preparation for retirement, this concerns the full-time monthly salary as if they did not participate in that scheme.

5. Processing

Hours of leave bought or sold by employees are accrued or deducted in the usual manner.

Payment occurs as follows:

- proceeds from sold leave are added to the salary payment for the immediately following month based on the valid monthly salary for that month;
- bought leave is settled with the salary payment for the immediately following month, if desired by the employee: with a maximum of 40 hours per month (in proportion for part-time workers).

6. Re-adjusting options

If company interests make it necessary, the employer can in special circumstances refuse the options desired by an employee.

SECTION VII **SOCIAL SECURITY AND PENSIONS**

CLAUSE 40 CONTINUED PAYMENT OF SALARY DURING OCCUPATIONAL DISABILITY

If, as a result of illness, pregnancy or childbirth, an employee is unable to perform the required work (remains "disabled"), the provisions of Article 7:629 BW, the ZW and the WAO or WIA apply insofar as demonstrably sufficient effort concerning re-integration has been made and unless otherwise specified below.

1. First 52 weeks (first year of illness)

a. Legally-required payment of salary during first period of 52 weeks
   In the event of occupational disability, the employee will continue to receive payment during the first 52 weeks (Article 7:629 BW) of 70% of the monthly income (see Sub-clause 3 of this Clause), with as a minimum the statutory minimum wage that applies for the employee and as a maximum 70%[19] of the daily wage that applies for the employee by virtue of the Netherlands Social Security Funding Act (Wet Financiering Sociale Verzekeringen).
b. Supplement to legally-required payment of salary during the first period of 52 weeks During the first period of 52 weeks of the statutory period (Article 7:629 BW), the employee receives a supplement in addition to the continuation of the legally-required payment of salary mentioned in Sub-clause 1a of up to 100% of the monthly income (see Sub-clause 3 of this Clause).

2. Subsequent 52 weeks (second year of illness)

a. Legally-required payment of salary during second period of 52 weeks
   In the event of occupational disability, the employee will continue to receive payment during the second 52 weeks (Article 7:629 BW) of 70% of the monthly income (see Sub-clause 3 of this Clause), with as a minimum the statutory minimum wage that applies for the employee and as a maximum 70% of the daily wage that applies for the employee by virtue of the Netherlands Social Security Funding Act (Wet Financiering Sociale Verzekeringen).
b. Supplement to legally-required payment of salary during the second period of 52 weeks During the second period of 52 weeks of the statutory period (Article 7:629 BW), the employee receives a supplement in addition to the continuation of the legally-required payment of salary mentioned in Sub-clause a. of up to 80%20 of the monthly income (see Sub-clause 3 of this Clause).

3. Duration of (partial) salary continuation and supplement

The total duration of (partial) salary continuation and supplement as indicated in Sub-clauses 1 and 2 of this Clause amounts to at most 104 weeks from the time when the disability began.
The (partial) continuation of salary indicated in this Clause terminates in any event at the time when any IVA benefits (see definitions) come into effect. The supplement up to 100% or 80% respectively of the monthly income (see also under 'Definitions') remains intact, but in the form of a supplement to the IVA benefit.

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[19] In the event of illness as a result of pregnancy or childbirth (both before the starting date of the pregnancy leave and following on from the maternity leave), the employee is entitled to a sickness benefit from the UWV. This benefit runs from the first day of illness until the employee has recovered or until the first day of the pregnancy leave. This benefit amounts to no more than 100% of the maximum daily wage applicable to the employee.

[20] In the event the sickness benefit from the UWV due to illness resulting from pregnancy or childbirth is higher than 80%, that higher amount serves as threshold amount of the supplement.

4. Accrual of retirement and surviving dependents pension during the period of (partial) salary continuation and supplement

During the period of (partial) salary continuation or the supplement, as mentioned in Sub-clauses 1 and 2 of this Clause, a complete and normal accrual of the retirement pension and surviving dependents pension is continued – insofar as allowed fiscally and provided that the pension agreement[21] allows for this. The pension contribution will continue to be charged to the employer and the employee in the usual manner.

5. Cessation of employment

The employer's obligation to continue to pay salary and supplement ends concurrently with the termination of the employee's employment, if the latter occurs on a date prior to the end of the maximum period as indicated in Sub-clause 3.

6. Regulations governing absence from work

In consultation with the Central Works Council of Arcadis Nederland BV, the following procedures have been formulated:

- The procedure for absence due to illness
- The procedure for frequent absence
- The procedure for occupational disability

These regulations are available on the intranet.

CLAUSE 41 GUARANTEE SCHEME IN CASE OF EXTERNAL RE-INTEGRATION

Employees who within 104 weeks of their first sick day become or threaten to become entirely or largely (more than 50%) subject to WAO/WIA and, having become disabled at the employer, commence employment with a new employer (outside Arcadis) within the first 104 weeks have a claim to:

a-1 during the first six months (but no later than one year after becoming occupationally disabled at Arcadis), a supplement topping up the new monthly income to 100% of the last monthly income at Arcadis, with a maximum of 20% of this last monthly income;

a-2 during the subsequent six months (but no later than 104 weeks after becoming occupationally disabled at Arcadis), a supplement topping up the new monthly income to 85% of the last monthly income at Arcadis, with a maximum of 10% of that last monthly income.

b. during the subsequent six months (but no later than 104 weeks after becoming occupationally disabled at Arcadis), a supplement topping up the new monthly income to 85% of the last monthly income at Arcadis, with a maximum of 10% of that last monthly income.

Employees who become or threaten to become less than 50% subject to WAO/WIA receive the same benefits in proportion to the extent of their occupational disability. The supplements to monthly income are increased by 8% holiday pay.

CLAUSE 42 WIA

1. General

Based on the WIA (Netherlands Work and Income According to Labor Capacity Act)[22] employees who have become occupationally disabled and are more than 35% occupationally disabled after 2 years of illness can receive an occupational disability benefit.

The WIA consists of two schemes. The scheme resumption of work partially occupationally disabled persons (WGA) is for persons who are still able to work partially. People who are no longer able to work at all receive an IVA benefit, the income provision for completely and permanently disabled persons.
The scheme resumption of work partially occupationally disabled persons (WGA) is intended for persons who are partially or temporarily occupationally disabled. The point of departure is that the employee continues to work is as far as possible.

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[21] The BPL plan, administered by Colland, does not permit this.

[22]For employees who already had a WAO benefit on the date of introduction of the WIA (28 December 2005), and for employees who within 5 years of the termination of the WAO benefit have become occupationally disabled again due to the same cause, the WAO – Netherlands Occupational Disability Act – will continue to apply instead of the WIA.

As a supplement to an employee's income there are three different benefits via the UWV: the wage-related WGA benefit, the WGA wage supplement benefit and the WGA continuation benefit. Which WGA benefit a person receives depends on the situation. More information can be found on the intranet. A supplement provided by the employer applies with regard to a number of these benefits. In addition, there is a supplement to the WGA continuation benefit. These supplement schemes are described in the following clauses.

2. Determining the occupational disability percentage

In cases when no official occupational disability percentage is determined by the evaluating organization (Netherlands Employee Insurance Agency, the UWV), a substitute determination of the degree of disability is made by the employer, having heard from the employee and an occupational expert brought in for this purpose by the employer.

CLAUSE 43 WIA SUPPLEMENTARY PENSION

1. General

A WIA supplementary pension agreement between the employer and employees participating in the (retirement) pension plan administrated by Pensioenkring Arcadis of Stichting Het nederlandse pensioenfonds (Hnpf) applies in connection with this Collective Labor Agreement[23].

Please find below a brief explanation of the WIA supplementary pension[24]. For further explanations, reference is made to the Arcadis Pension Agreement, detailed in the pension regulations. For the exact contents of the WAO/WIA supplementary pension, reference is made to the WAO/WIA supplementary pension agreement that is part of the 2013-2014 Collective Labor Agreement.

2. WIA supplementary pension

If and to the extent that an employee is deemed, by virtue of the WIA, to have a degree of occupational disability of 35% or more and if WIA benefits are then paid to this employee, this employee is also entitled to a WIA supplementary pension. This WIA supplementary pension has been arranged for by the employer collectively via Hnpf in the form of an occupational disability pension agreement between the employee and the employer. The occupational disability pension agreement has been detailed and included in the pension regulations as established/to be established by Hnpf. These regulations are available on the Hnpf website. Specific provisions regarding the WIA supplementary pension are included in these pension regulations in Clause 3.4.

This occupational disability pension agreement is a type of benefits agreement. Therefore, it pays a fixed occupational disability pension benefit. The amount of the pension to be paid is determined during the participation.

Participation in this occupational disability pension agreement is mandatory for the employees indicated in the preamble to this Clause.

3. Premium

The premium for this occupational disability pension is paid by the employer.

4. Regulations / amendment provision

The employer can amend the occupational disability pension agreement as established in this Clause without requiring the consent of employees if the employer's interests are of such weight that the principles of reasonableness and fairness compel the interests of the employees harmed by the amendment to be overlooked.
In such a case, the employer will immediately inform the trade unions involved in formulating this Collective Labor Agreement.

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[23] Employees participating in the Spoorwegpensioenfonds (Spf) or the Bedrijfstakpensioenfonds voor de Landbouw (BPL), administrated by Colland, are subject to other occupational disability pension agreements. The contents of these pension agreements are not included in this Collective Labor Agreement. For the contents of these pension agreements, reference is made to Spf (www.spoorwegpensioenfonds.nl), and BPL (www.colland.nl) respectively.

[24] For further explanations on the WAO supplementary pension, reference is made to the provisions of previous pension regulations administrated by SPAN.

If and insofar as new statutory pension scheme regulations, or pension scheme regulations based on the law, or amendments of existing statutory pension scheme regulations should influence the size or nature of the pension entitlements, the pension agreement will be amended accordingly.

5. Conditional payment

The employer reserves the right to terminate the payment of contributions payable to Hnpf completely or partially or to freeze the level of these contributions in the event of a sweeping change in circumstances.

Such sweeping changes may but do not exclusively include:

a. governmental imposition of new mandatory occupational disability requirements or amendment of existing requirements making it necessary for the employer to pay additional premiums for this occupational disability pension agreement;
b. after a decision rejecting an application for dispensation, the employer is required to affiliate itself for all or a number of participants with an industry-wide pension fund;
c. the financial position of the employer is of such nature that it is no longer capable of providing Hnpf with the funds specified in the administration agreement, or it is only able to provide a portion of these funds.

In such a case, the employer will immediately inform the trade unions involved in formulating this Collective Labor Agreement.

CLAUSE 44 SUPPLEMENT IN CASE OF LESS THAN 35% OCCUPATIONAL DISABILITY (UNDER THE WIA)

1. Amount of the supplement

No WIA benefit will be paid for occupational disability of less than 35% under WIA rules. In this case, the employee receives from the employer, subsequent to the continuation of salary for the first 104 weeks of illness (see Clause 40), as from week 104 of illness and in addition to the income from employment (100% of the portion that the employee is able to work) until the employment is terminated, the following supplements to his or her monthly salary:

- third year of illness: 80% x occupational disability percentage x the monthly salary;
- fourth year of illness: 70% x occupational disability percentage x the monthly salary;
- fifth year of illness: 60% x occupational disability percentage x the monthly salary;
- from the sixth year of illness: 50% x occupational disability percentage x the monthly salary.

2. Holiday pay and pensionable salary

Holiday allowance is allocated over the supplement of monthly salary indicated in Sub-clause 1 in accordance with the provisions of Clause 25. The pensionable salary and the employee pension premium remain unchanged (as if there were no disability), provided that the pension agreement[25] allows this.

CLAUSE 45 INSURANCE AGAINST WGA FOLLOW-ON BENEFIT SHORTFALL

1. General/nature of the WGA follow-on benefit shortfall

If an occupationally disabled employee does not or no longer receives a wage-related benefit, then this employee can qualify for a WGA follow-on benefit, provided that the employee satisfies the following two conditions:

- The employee is between 35% and 80% occupationally disabled.
- The employee earns less than 55% of what the employee could earn.

[25] This is not permitted for participants in the BPL administered by Colland. The salary for the purpose of income tax/national insurance is, in this case, the basis for pension accrual. In this case and in so far as possible these participants will be provided with a supplement to the gross salary to compensate for the resulting reduced accumulation of pension. These employees will then be asked to make contributions to their personal schemes equal to the normal pension contributions charged to employees for the portion of pension involved.

The WGA follow-on benefit is a benefit related to the minimum wage. This means that for the majority of the employees a shortfall will arise between the salary that they earned before they became occupationally disabled and the WGA follow-on benefit. This is referred to as the WGA follow-on benefit shortfall. The employer has taken the initiative to arrange group insurance against this WGA follow-on benefit shortfall (also known as the WGA shortfall pension insurance).
Participation in this insurance scheme is voluntary in the sense that an employee who does not want the insurance must inform the employer of this fact in writing.

2. Amount of the insured WGA follow-on benefit shortfall

The amount of the WGA follow-on benefit shortfall is determined by the insurer and depends on the degree of occupational disability determined by the UWV in accordance with the WGA.

The insured WGA follow-on benefit shortfall is determined on the basis of the formula:

"Benefit percentage (indexed salary minus minimum daily rate of pay)."

The benefit percentage and the degree of occupational disability are determined in accordance with the following table:

Degree of occupational disability	Benefit percentage
0 to 35%	0%
35 to 45%	28%
45 to 55%	35%
55 to 65%	42%
65 to 80%	50.75%

The indexed salary is the insured salary as applicable on the first day of illness, with as maximum the maximum basis for calculating the WIA benefit on an annual basis, as applicable on the first day of illness. That amount is indexed annually after the first day of illness, for the first time on 1 January following the first day of illness, in accordance with the composed WIA indexation.

3. Commencement of WGA follow-on benefit shortfall payments

WGA follow-on benefit shortfall payments will begin whenever a WGA follow-on benefit shortfall occurs.

4. End of WGA follow-on shortfall benefit

The WGA follow-on shortfall payment terminates on the day the State old age pension is reached or, before such time, on the day when the person concerned is deprived of his liberty by law for the period of at least one month, or when the person concerned is less than 35% occupationally disabled in the meaning of the WGA, or else on the last day of the month in which the person concerned dies.

5. Cover/insurance for WGA occupational disability shortfall payments

The provisions in this Clause apply as and to the extent that they are included in the current insurance conditions established by the insurer.
More information about this insurance is available on the intranet.

6. Premium

The premium for this insurance is paid by the employee. In 2022, the premium amounted to 0.1134% of the premium base[26].

[26] As indicated in Clause 4, adjustments in the WGA can be cause for changes in the content of the insurance and consequently the premium. These adjustments will be communicated to the trade unions and, after assessment, published on Arcadis-Portaal. From that time on, they replace the premiums indicated in this Collective Labor Agreement.

7. Premium base

WGA follow-on benefit shortfalls can arise to the extent that income in terms of Netherlands Social Security Laws (so-called “SV income”) exceeds the legal minimum wage. Determination of the premium payment is however based on a premium base equal to the wage for the social security (capped at the maximum income assessable for social insurance).

8. Exclusions

- Cases involving less than 35% occupational disability are not subject to an insured WGA follow-on benefit shortfall.
- Cases involving more than 80% occupational disability do not involve remaining earning capacity, so no WGA follow-on benefit shortfall can occur.
- No entitlement to a WGA follow-on benefit shortfall payment exists if the WGA benefits paid to the employee are attributable to an illness that followed, with an interruption of less than four weeks, an illness existing prior to employment, unless the occupational disability on the basis of which the WGA benefits are paid, cannot be reasonably assumed to have originated from the same cause.
- Employees do not have any claims to a WGA follow-on benefit shortfall payment if and in so far as the occupational disability arose or was made worse through intent, gross negligence or deliberate recklessness of the employer, the insured person or another party with interest in the benefit.
- No entitlement to WGA occupational disability shortfall payments exists if the occupational disability as defined in the WGA occurred after the employee terminated his or her employment with Arcadis.

9. Other provisions

- If WGA benefits for the employee are partly based on salary not received from the employer, the WGA follow-on benefit shortfall payment will only be paid in proportion to the amount of the WGA benefit based on the salary coming from the employer.
- In case the WGA occupational disability percentage changes, the WGA follow-on benefit shortfall payments will be recalculated by the insurer on the basis of the changed occupational disability percentage. No such recalculation will occur in cases of increased WGA occupational disability percentages involving individuals who have entirely terminated their employment relationship with the employer. Such recalculation will nevertheless occur in cases involving decreases in the occupational disability percentage.

CLAUSE 46 ANW SHORTFALL SCHEME

1. General

Upon the death of an employee, it may be possible that the government will, subject to conditions, pay benefits under the Netherlands Surviving Dependents Act (Algemene Nabestaandenwet or ANW) (for more information see SVB.nl). This ANW shortfall scheme for the benefit of the employee's partner applies particularly in cases in which there is no entitlement to the above-mentioned benefits payment.

The Arcadis ANW shortfall scheme provides for a payment to the employee's partner upon the death of the employee, up to the partner's AOW retirement date.
Participation is on a voluntary basis. The following provisions concerning the ANW shortfall scheme only apply to employees who have registered to participate in this scheme. The ANW shortfall scheme does not apply to employees who are participants in the retirement pension agreement of the Spoorwegpensioenfonds or the Bedrijfstakpensioenfonds voor de landbouw (BPL)[27].

2. Premium

The premium is set by the insurer on 1 January of each year and is deducted from the employee's salary in monthly instalments.

[27] Employees participating in the Spoorwegpensioenfonds (Spf) or the Bedrijfstakpensioenfonds voor de Landbouw (BPL), administrated by Colland, are subject to other ANW shortfall pension agreements. The contents of these pension agreements are not included in this Collective Labor Agreement. For the contents of these pension agreements, reference is made to Spf (www.spoorwegpensioenfonds.nl), and BPL (www.colland.nl) respectively.

3. Benefit

This ANW shortfall scheme is a type of benefits agreement. Therefore, it pays a fixed ANW shortfall benefit. The amount of the benefit to be paid is determined annually during participation, but after commencement the benefit is not indexed. In 2022, the benefit amounts to €18,517 a year.

More information about this insurance is available on the intranet.

ARTICLE 47 RETIREMENT PENSION AND SURVIVING DEPENDENTS' PENSION[28]

1. Pension agreement

A retirement pension and a surviving dependents' pension agreement applies between the employer and the employees, administrated by Pensioenkring Arcadis of Stichting Het nederlandse pensioenfonds (Hnpf).

This Collective Labor Agreement contains a brief overview of the agreements as these have been agreed between the employer and the trade unions for the period 1 January 2020 up to and including 31 December 2022.
The complete retirement and surviving dependents' pension agreement is laid down in the pension regulations 2020-2022, which can be found on the Hnpf website.

2. Participation

Participation in this pension agreement is mandatory for all employees with an employment contract.[29]
Participants in the Spoorwegpensioenfonds (Spf)[30], and the Bedrijfspensioenfonds voor de Landbouw (BPL), trainees, working students, holiday workers, employees who have reached the State old age pension or employees with whom this has been explicitly arranged otherwise are exempt from participation. The following provisions concerning the retirement and surviving dependents' pension agreement therefore only apply to participants in Pensioenkring Arcadis of Hnpf.

3. Collective Defined Contribution scheme

The retirement and surviving dependents' pension has been collectively arranged by the employer in the form of a retirement and surviving dependents' pension agreement between employer and employee through Pensioenkring Arcadis of Hnpf. This retirement and surviving dependents' agreement is a Collective Defined Contribution scheme (CDC scheme) and can be qualified as a benefit agreement.
CDC means that the employer pays a contribution based on fixed points of departure to finance the pension costs of all employees.
Benefit agreement means that it involves fixed retirement and surviving dependents' pension benefits, of which the amounts are set during participation and, in the case of the retirement and surviving dependents' pension, depend on the length of participation and the applicable pensionable salary during participation.[31]

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[28] The surviving dependents' pension consists of a partner pension and an orphans pension: a lifelong partner pension and an orphans' pension for children up to the age of 21 in the event of the death of the employee.

[29] They also include employees with an employment contract for a definite period who fall under the scope of this Collective Labor Agreement.

[30] Employees participating in the Spoorwegpensioenfonds (Spf) or the Bedrijfstakpensioenfonds voor de Landbouw (BPL), administrated by Colland, are subject to other pension agreements. The contents of these pension agreements are not included in this Collective Labor Agreement. For the contents of these pension agreements, reference is made to Spf (www.spoorwegpensioenfonds.nl), and BPL (www.colland.nl) respectively.

[31] Pensionable salary = 12 times the monthly salary including holiday allowance.

4. Payment of pension contributions

The employer pays 73% and the employee pays 27% of the total pension contribution.[32] The contribution for the occupational disability scheme is not included in this amount.
In 2022, the employee pays 6.69% of the pension base (pensionable salary less the State old age pension offset) to Pensioenkring Arcadis of Hnpf.
The total pension contribution is calculated every year based on the agreed calculation method. This calculation method has been agreed for three years (2020-2022), taking into account an actuarial interest rate of 1.77%.

5. Retirement age

The age at which the retirement pension commences is 68. It is also possible to opt for an earlier retirement age. For more information about early retirement, see the Pension Scheme Regulations on the website of Hnpf - Pensioenkring Arcadis.

6. Pensionable salary

The following applies for full-time employees: 12 times the full-time monthly salary plus 8% holiday allowance.[33] The pension accrual for part-time employees is based on the part-time pension base. This is the full-time pension base multiplied by the part-time factor. Adjustment of the pension base takes place annually on 1 April on the basis of the salary after application of the individual salary increase referred to in Clause 19.

7. State old age pension offset and pension base

The pension accrual is calculated over the pension base. This is the pensionable salary - less a threshold amount of €15,859 (2022). This threshold amount – the State old age pension offset – is taken into account as the pension is intended as a supplement to the Dutch State old age pension (AOW). The State old age pension is actually the pension over this threshold amount. The State old age pension offset is linked to the level of the State old age pension. The State old age pension offset is 10/7 times the State old age pension amount for a married person.
The level of the State old age pension offset is determined annually. Arcadis follows the increase of the State old age pension.
Adjustment of the State old age pension offset and pension base takes place annually in April.

8. Accrual of life-long retirement pension

Pension is accrued during employment as from the date of entering into the employment up to the retirement age for the State old age pension. The accrual percentage is 1.63% of the pension base for each employment year. Please note: this accrual percentage is an ambition. When the contribution is insufficient, the accrual percentage will be lower.

9. Accrual of Partner Pension

The partner pension is a life-long pension that is paid out to the partner of the employee in the event of the death of the employee. The accrual of the partner pension takes place, in principle, annually as long as the employee is in the employment of Arcadis and amounts to 70% of the attainable life-long retirement pension.
If the contribution is insufficient in any given year to fund the accrual of the retirement pension, then the accrual of the partner pension will be reduced. In that year, the employee will accrue less partner pension than 70% of the accrual of the retirement pension. Risk insurance has been concluded to cover the difference, so that the partner will still receive an equally high benefit in the event of the death of the employee during the term of employment. However, if the employee leaves the employment of Arcadis or enters into retirement, less partner pension will have been accrued.

10. Indexation ambition

Indexation is the annual increase of pensions in order to maintain the purchasing power. This indexation is conditional. This means that indexation will only take place if there are sufficient financial reserves. The ambition is to follow the Price Index[34] for the level of the indexation.

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32 A third of the premium for the retirement and surviving dependents' pension agreement of Spf is paid by the employees participating in that pension agreement.

For the division of premium between employer and employees for the retirement and surviving dependents' pension agreement of BPL, we refer you to the information provided by BPL.

33 Gratuities, bonuses, additional hours, overtime, performance-based payments, allowances, etc. have no influence on the pensionable salary.

34 Statistics Netherlands CBS Price Index derived all households.

11. Maximum accrual

The Dutch government has set a salary ceiling for pension schemes since 2015. As from 1 January 2022, a pension can be accrued in pension schemes in a tax-friendly manner up to a maximum pensionable salary of €114,866. This amount applies for full-time employment. Arcadis must comply with this maximum. In the new pension scheme regulations, no retirement pension and surviving dependents' pension will be accrued over the amount that the employee earns in excess of the maximum pensionable salary. This does not have any consequences for that which has been accrued before 2015.

The employee with a pensionable salary that exceeds the maximum amount will receive compensation from the employer for the loss of pension accrual and partner pension. This scheme does not fall within the Collective Labor Agreement and can be found on the intranet.

12. Regulations / amendment provision

The retirement and surviving dependents' pension agreement described in this Clause is/will be laid down in the pension regulations as established/to be established by Hnpf. These regulations are available on the Hnpf website.
The employer can amend the retirement and surviving dependents' pension agreement as laid down in this Clause without the permission of the employee if there is such an important interest that the interest of the employee, which would be damaged by the amendment, must yield in accordance with standards of reasonableness and fairness.

In this case, the employer will inform the trade unions which were involved in the drafting of this Collective Labor Agreement.

If and insofar as new statutory pension scheme regulations, or pension scheme regulations based on the law, or amendments of existing statutory pension scheme regulations should influence the size or nature of the pension entitlements, the pension agreement will be amended accordingly.

Also in such a case, the employer will inform the trade unions which were involved in the drafting of this Collective Labor Agreement.

13 Conditional payment

The employer reserves the right to terminate the payment of contributions payable to Hnpf completely or partially or to freeze the level of these contributions in the event of a sweeping change in circumstances.

Such sweeping changes may but do not exclusively include:

a. governmental imposition of new mandatory occupational disability requirements or amendment of existing requirements making it necessary for the employer to pay additional premiums for this occupational disability pension agreement;
b. after a decision rejecting an application for dispensation, the employer is required to affiliate itself for all or a number of participants with an industry-wide pension fund;
c. the financial position of the employer is of such nature that it is no longer capable of providing Hnpf with the funds specified in the administration agreement, or it is only able to provide a portion of these funds.

In such a case, the employer will immediately inform the trade unions involved in formulating this Collective Labor Agreement.

14 Renewal of the pension system

The parties to the Collective Labor Agreement have agreed to start a working group on the renewal of the pension system, possibly comparable to last time (small working group with a broad sounding board group of works councils and trade unions). The employer is in ‘the lead’ for invitations and the project plan.

CLAUSE 48 SHORTENED WORK WEEK IN PREPARATION FOR RETIREMENT

1. The basic scheme

Employees are entitled to reduce their working hours in preparation for retirement (PVA) in the 3 years[35] prior to their state pension age. This scheme reduces the normal working hours by a number of hours, with partial retention of salary, and retention of pension accrual on the hours relinquished.
For example, the employee goes from 40 hours per week, to 32 hours per week (80%) or 36 hours per week (90%), by working 4 and 4.5 days per week, respectively:
The full-time employee who has worked uninterruptedly full-time for the preceding 5 years surrenders 96 (or 48 respectively) hours of leave and 5% (or 2.5% respectively) of his or her salary (with corresponding holiday allowance).

In order to qualify for a reduction of his working hours in preparation for retirement, the employee must have had an employment contract with Arcadis in the previous period of 5 years.

2. Modification of the weekly working hours

Employees make agreements with their supervisor about modifying their weekly working hours. The hours must be used in a fixed weekly pattern, so that the basic principle of the scheme is fulfilled: already becoming accustomed to the pension by working fewer hours per week on a structural basis, for example:

- one fixed day a week;
- two fixed afternoons a week;
- one hour at the end of the Monday and Tuesday afternoons and two hours at the end of the afternoons of Wednesday, Thursday and Friday.

Given the nature of the scheme, saving hours is not permitted.
Nor can these hours be used for the various “options” included in the Collective Labor Agreement.

3. Part-time workers

For part-time workers, the reduction in working hours, the decrease in salary and the surrendering of hours of leave are calculated in proportion to the part-time percentage in accordance with the employment contract, provided that the original employment has not changed in the preceding five years.

	Hours	% empl.	Salary		Hours	% empl.	Salary		Hours	% empl.	Salary
Initial situation	40	100.0%	4,000		36	90.00%	3,600		32	80.00%	3,200
Number of hours less	**8**	20.0%			**7.2**	18.00%			**6.4**	16.00%	
Working (20% less compared to start)	32	80.0%			28.8	72.00%			25.6	64.00%	
Paid (95% compared to start)	38	95.0%	3,800		34.2	85.50%	3,420		30.4	76.00%	3,040
Leave to be handed in	8	Per month	0		7.2	Per month	0		6.4	Per month	0

If a PVA participant wants to work (more) part-time, the entitlement to a shortened work week in preparation of pension - and the associated reduction in salary and the surrender of hours of leave - is reduced in proportion to the employment contract as it was at the start of the PVA with due observance of Sub-clause 4 of this article.

In case of a reduction in employment due to occupational disability as defined by the WIA (or the WAO), the decrease in working hours, the lowering of salary and the surrendering of hours of leave are calculated in proportion to the start of the WIA (or WAO) or the remaining part-time employment percentage.
In case of entitlement to a WIA benefit (or WAO benefit) during the use of the provision for reducing work in preparation for retirement, the right to a shortened work week (the degree of restriction of working hours and the degree of reduction of salary) is modified, taking that WIA benefit (or WAO benefit) into consideration.

In the event of a reduction in employment due to a part-time pension, the reduction in working time, the reduction in salary and the surrender of hours of leave will be settled in proportion to the part-time percentage remaining after the start of the part-time pension.

[35] For employees born before 1 January 1959, a transitional provision applies (see Annex 3) whereby a longer PVA duration applies, up to a maximum of 4 years.

4. Changes to the extent of employment during the last five years

If a change has occurred in the status of part-time or full-time employment within the last five years, prior to the reduction of working hours in preparation for retirement, the employee concerned is entitled to an arrangement that accords with the average part-time percentage in those five years. This means that for example, if the part-time percentage during the first 3 years is 80% and during the last 2 years is 100%, the reduction in working hours in preparation for retirement will be on the basis of 88%.

5. Consequences for the pension

The reduction in salary as a result of the shortened work week in preparation for retirement does not have any negative consequences for the pension base, pension accrual and pension premium.

6. No compensation in case of illness

It is not possible to compensate employees who are sick during the days and/or hours off duty under this arrangement by providing leave at other times.

7. Combination with semi-retirement

Combining this scheme with semi-retirement is only possible with the consent of the employer.

SECTION VIII **MISCELLANEOUS**

CLAUSE 49 TRADE UNION FACILITIES

1. General

The employer works on facilitating open understanding and good consultation with the trade unions, and therefore regularly meets with their representatives. The employer also provides the trade unions with resources to promote clear communication and good consultation between trade unions and the employees.

2. The employer provides new employees with information about trade unions

The employer recognizes the importance of employee participation both in the organization and across different companies, for which reason it will encourage union membership. The employer will provide new employees with information about trade unions.

3. Facilities

- The employer provides the trade unions with facilities to contact their members. The employer also makes facilities available for communication between members. The employer will provide meeting rooms and company time for meetings subject to consultation.
- The employer provides communication and publication options. The employer gives trade unions the opportunity to post information (announcements, agenda) on the intranet. If the trade unions wish to make use of this option, they will consult with the employer beforehand about the communication resources. In addition, the employer is briefed on the content of messages to be sent to employees.
- Employees holding a specific office as part of their trade union duties at the company have the same legal protection as members of the works councils. The employer will be provided with the names of members who perform such duties.

4. Trade union contribution

For each employee covered by this Collective Labor Agreement, the employer shall pay the amount indicated in the so-called AWVN (Netherlands General Employers Association) regulations as their financial support for trade union activities. The trade unions will indicate how this contribution is to be distributed.

5. Time off for trade union business

Employees will, upon request, receive paid leave to attend executive and general trade union meetings, the general meetings of the organization, as well as for training if they are appointed as members of the board of directors or sent as delegates to one of the general meetings. Time off for such activities may amount to no more than six days per calendar year and be permitted if, in the opinion of the employer, the workload allows it. It will be granted upon submission of a written request by the trade union.

6. Tax treatment of employee trade union dues

Members of a trade union can take advantage of the opportunity to claim their trade union dues in a tax-friendly manner. The applicable procedure is published on the intranet.

CLAUSE 50 DURATION OF THE COLLECTIVE LABOR AGREEMENT

This Collective Labor Agreement comes into effect on 1 October 2022 and expires automatically on 1 January 2024 without any form of notice being required.

Hereby agreed and signed at the respective head office locations.

Arcadis Nederland BV

FNV

CNV Vakmensen.nl

De Unie

ANNEX 1 **TRAINING ALLOWANCE PROGRAM**

1. General

The employer wants to encourage employees who would like to enroll in an educational program. It is in the interest of the employer and employees that the latter keep up with current trends and anticipate future developments. The training allowance program contains the conditions under which employees can obtain a training allowance.

2. Definition

The training allowance program involves studies, training courses, conferences and seminars that are useful or necessary for the employee and the employer, this in the judgment of the employer.
In evaluating usefulness or necessity, the employer considers factors concerning the employee's duties, career and/or employability at Arcadis or in general.

3. Training allowance

1. Amount of the allowance:

- an employee receives an allowance that covers all training costs if the training is required by law or the Collective Labor Agreement;
- an employee receives an allowance that covers all training costs if the training is necessary or especially useful for the employee's performance of duties, career or employability at Arcadis;
- an employee receives an allowance that covers half the training costs if the training is useful for the employee's performance of duties at Arcadis, or if it suits the career or employability of the employee in general;
- an employee does not receive any allowance if no usefulness or necessity for performance of duties, career or employability is involved.

The amount of the training allowance (100%, 50% or 0%) is to be determined by the employer.

2. Upon submission of the training allowance request and receipts, the employer will pay all or half of the following costs:

- tuition charged by the training institute;
- cost of materials prescribed by the training institute;
- necessary additional travel expenses;
- necessary additional accommodation expenses;
- necessary (additional) child care.

3. In case of a full allowance, the employer bears the costs of the work time that the employee concerned usually works but, in following the training program, spends at training sessions. In case of a 50% allowance, the employee must take leave for half the work time in which he or she would normally work but that is instead spent on the course.

4. There is no compensation for any preparation for tests or exams or for any private time spent on the training program, except for courses required by law or the Collective Labor Agreement.

4. Repayment

1. In the cases below, the employer retains the right to demand repayment by the employee of all or half of the costs indicated in Clause 3.2 of this program.
   - 100% if the employee does not start the training program without the consent of the employer;
   - 100% if the employee terminates his or her employment with the employer during or within one year of completing the training;
   - 50% if the employee terminates his or her employment with the employer after one year but within two years of completing the training;
   - 50% if the employee discontinues or protractedly interrupts the training without the employer's consent;
   - 50% if, in the opinion of the employer, the employee obtains too little from the training as a result of his or her own doing.
2. In cases in which the application of this repayment provision would lead to an individually unfair situation, the employer will decide to deviate from this provision for the benefit of the employee.
3. Repayment of amounts of less than €250 a year will, in any case, not be required.
4. Repayment of the costs of training required by law or by the Collective Labor Agreement will not be required.

5. Employer/employee agreement

1. To qualify for a training allowance, the digital Training Request Form must be fully completed by the employee and approved by the employer. By completing this form, the employer declares that he has taken cognizance of the regulations as included in this annex.
2. The employer and employee can make mutual agreements that deviate from this program. Such agreements can be included in the digital application form Training Expenses Allowance.

6. Other conditions

1. The employer can prescribe the choice of a certain training institute.
2. On request, the employee is required to submit interim study results to the employer. The employer also has the right to request such data from the training institute.
3. After completing training or a year of study, the employee will send the certificate, diploma or confirmation of progression to the employer. The employer can also request the employee to provide an evaluation report of the training program.

ANNEX 2 **SUPPLEMENT TO THIS COLLECTIVE LABOR AGREEMENT RELATING TO THE EXPIRY OF THE CTW CLA**

1. Scope of Supplement

This supplement applies to:

a. employees who were working for the employer prior to 1 May 2006 and were covered by the CTW Collective Labor Agreement; or
b. employees for whom the applicability of this supplement is specifically agreed in their individual employment contracts.

Provisions in an employee's individual employment contract may differ from those agreed in this supplement when such is to the employee's advantage.

Every modification to this Collective Labor Agreement will be evaluated in consultation with the relevant trade unions to determine if the content of this supplement needs to be amended.

The current Collective Labor Agreement applies to the employee. This supplement deals with exceptions and additions to this Collective Labor Agreement. Any items not included in this supplement are subject to the provisions of this Collective Labor Agreement concerning the topics in question.

Wherever the CTW Collective Labor Agreement is mentioned, this means the Collective Labor Agreement for Land Development Projects (CultuurTechnische Werken) in force from 1 May 2005 to 1 May 2006.

2. Periods of notice

For employees born before 1955 who were employed on 1 May 2006, the longest of the following two periods of notice is in effect:

- a period of notice in months according to this Collective Labor Agreement;
- a period of notice in weeks according to the following table:

Age of employee	Number of complete years of employment/weeks' notice				
	9	10	11	12	≥13
59 to 66	18	20	22	24	26

The indicated number of weeks is always the maximum number of weeks for the period of notice.

3. Transitional provision concerning days off and scheduled off-duty days

1. General

This transitional provision applies to employees who were employed by the employer on 1 May 2006 or employed between 1 May 2005 and 1 May 2006 under a recurrent employment contract. Besides the paid leave mentioned in this Collective Labor Agreement, this group of employees are entitled to additional paid leave (“Additional paid leave”). This individual additional paid leave will be reviewed every year. If the leave entitlement in this Collective Labor Agreement is changed in the future, the total number of hours of leave will remain the same (unless the entitled leave according to this Collective Labor Agreement exceeds the total number of hours of leave indicated in the Supplement).

2. Entitled leave
   The "Additional paid leave" is equal to [the sum of the scheduled off-duty days + hours of leave (including age-related leave) to which the employee is entitled on the basis of the CTW Collective Labor Agreement] minus [the current entitled leave under the present Collective Labor Agreement + 56 hours].

   The Additional paid leave pay is determined annually on the basis of age as at 1 January of the calendar year in question.
   This means the following:

Age as at 1 January of the year in question	Extra hours of leave allowance[36]	Total number of hours of leave[37]
55 to 59	24 hours	296 hours
60 to 67	16 hours	320 hours

4. Designating mandatory days off

The employer may, in consultation with the (central) works council at Arcadis Nederland, designate a maximum of 13 mandatory days off.

Besides the mandatory days off specified in advance, a maximum of 3 days off per year may be designated by company management as "bad weather days". These days, which must be indicated at least one day in advance, are deducted from the accumulated leave. If no "bad weather days" are designated, the leave days are usable as "regular" days off. A "bad weather day" cannot coincide with a sick day.

5. Shortened work week in preparation for retirement

Employees who were employed by the employer on 1 May 2006 or who were employed between 1 May 2005 and 1 May 2006 on the basis of a recurrent employment contract are covered by the following transitional provision with regard to the shortened work week in preparation for retirement (previously: the 55+ rule):

	Scheme	Commencement age of the scheme
Born before 01-01-1954	"Former CTW"	56
Born before 01-01-1955	"Former CTW"	56.5
Born before 01-01-1956	"Former CTW"	57
Born before 01-01-1957	"Former CTW"	57.5
Born on or after 01-01-1957	"Suppl. Arcadis Collective Labor Agreement"	58

Explanation of the table above:

"Former CTW" scheme:

a. Full-time employees who meet the birth-date criteria in the above table may work one scheduled day a week less beginning on the first day of the month in which they reach the age indicated in the table.
b. The salary for those employees who make use of the provision is 90% of the valid, current salary for a full work week (proportionally adjusted for existing part-time workers). The accrual of pension and any early retirement benefits are continued unchanged on the basis of the full work week (proportionally adjusted for existing part-time workers). If restrictions in the Colland pension plan mean that there are, in fact, consequences for pensions, each situation will be examined to determine the possibilities of redressing the effects on pension.

[36] This concerns a number of hours of leave to which employees are entitled in addition to the number of hours to which they are entitled in accordance with this Collective Labor Agreement.

[37] Including the hours of leave in accordance with this Collective Labor Agreement (of which 160 hours are the entitlement under Dutch law). This is equal to the number of hours of leave to which a person was entitled in accordance with the CTW Collective Labor Agreement minus the hours relinquished in phasing out the transitional provisions.

c. Employees governed by a contract with transitional provisions which were in effect prior to the transition to the present Collective Labor Agreement must surrender 48 hours of leave in order to take advantage of this provision.
d. Employees who prior to 1 May 2006 were governed by a contract without transitional provisions must surrender 96 hours of leave in order to take advantage of this provision.

"Suppl. Arcadis Collective Labor Agreement" scheme:

a. Employees born after 1 January 1957 may make use of the scheme "Shortened work week in preparation for retirement" in this Collective Labor Agreement beginning on the first day of the month after they reach the age indicated in the table. The "former CTW" scheme does not therefore apply to them.
b. Contrary to that which is indicated in this Collective Labor Agreement, the eligibility age for this provision will temporarily remain at 58 years, given the nature of the work performed by the employees to whom the Supplement applies.

6. Salary scales

As of the 2018-2019 Collective Labor Agreement, the salary scales are equal to the salary scales as shown in Clause 18.

7. Transitional overtime provision

The provision regarding overtime included in this Collective Labor Agreement remains generally applicable. Employees who were employed by the employer on 1 May 2006 or who were employed between 1 May 2005 and 1 May 2006 on the basis of a recurrent employment contract will receive extra remuneration equal to 100% of salary for work on Sundays and holidays.

8. Travel time provision

The following transitional provisions apply to employees who were employed by the employer on 1 May 2006 or employed between 1 May 2005 and 1 May 2006 under a recurrent employment contract.

a. Travel time outside of working hours will be remunerated at the employee's valid hourly salary, except for the first 60 minutes of each day.
b. In deviation from the preceding sub-clause, employees who drive a company van in service of the employer while carrying at least 3 persons (including the driver) can include the travel time as part of their working hours.
c. The Route planner Nederland (Internet) of the Royal Dutch Touring Club ANWB is decisive in determining the travel time; all this is further specified in the Mobility scheme of Arcadis Nederland BV.
d. Travel allowance agreements made with employees on an individual basis remain in effect for these individuals.

9. Transitional provisions

The Interim arrangement applies to employees with whom such has been agreed in writing in employment contracts, supplements to them or amendments of them. At the time of transition on 1 May 2006, these employees did not receive the 2.46% salary increase to compensate for unused leave.

If site work could temporarily not continue due to weather or site conditions, or else insufficient work as a result of these conditions, employees' salaries are nevertheless continued.

As part of the transition to the Arcadis Collective Labor Agreement, seven days are reserved for the interim arrangement. These have already been included as entitled leave, so that the entitled leave specified in Clause 3.2 of this Annex also applies to the employee covered by the supplement. Every April, the number of days designated for unworkable weather will be calculated for each employee concerned. If there are fewer than seven days of unworkable weather in the period of 1 April to 1 April, the employee will be paid for any remaining days.

10. Transitional provision concerning clothing, boots, equipment and other allowances[38]

At the time of transition to this Collective Labor Agreement on 1 May 2006, the then existing allowances for days worked were translated into a monthly amount.
If possible, this allowance is paid as a net amount. If tax regulations do not permit this, all or part of the allowance is subject to tax. If, in the future, tax law is changed, the tax regulations valid at that time will be used.

Allowances involving special working conditions (and which are also only paid when these special conditions occur) are being maintained and are applied for each day or hour worked.

11. Travel allowance

Employees who were employed by the employer on 1 May 2006 or employed between 1 May 2005 and 1 May 2006 under a recurrent employment contract are subject to a deviating provision with regard to travel expenses.
This alternate version reads: the allowance for business travel kilometers is paid on the basis of the Arcadis arrangement, except for business travel kilometers in excess of 20,000 kilometers in a calendar year, for which there will be an allowance of €0.27 per kilometer (instead of the €0.19 per kilometer as laid down in the Arcadis arrangement agreed with the Central Works Council).[39]

12. Pension agreement

The employees covered by this supplement are parties to the pension agreement administered by the Bedrijfstakpensioenfonds voor de Landbouw (BPL).
The content of that pension agreement is not described in this Collective Labor Agreement, as the employer is not a decisive party to it.
For the contents of those pension agreements and the division of premium between employer and employees, we refer you to the information provided by BPL[40].

13. Protocol

1. Training budget
   The expiry of the CTW Collective Labor Agreement may result in the possible availability of money from agricultural funds in which more has been contributed in recent years than has been withdrawn. If this money does become available, it will be spent on training the employees covered by this supplement. The available money will be shared by two budgets: 1 for training at the initiative of the employer and 1 for training at the initiative of the employee.
   The employer's budget will be debited with all the costs associated with training activities undertaken at the employer's initiative.
   In addition, an amount will be set for each employee to be used for training at the employee's own initiative. This personal budget (which is debited with the expenses of all training activities undertaken at the employee's own initiative) can be used for training over three years. Those training programs must suit the employment position or contribute to an increase in the employee's employability.
   Personal budgets still available on 1 May 2011 will be cancelled and balances incorporated in the budget for training at the initiative of the employer.
   The division of the amounts from agricultural funds among the budgets will be agreed at a later stage with the relevant trade unions involved in the formulation of this supplement.
2. Period of notice for temporary contracts
   Fixed-term employment contracts can be terminated before their expiry date by both the employee and the employer with observance of the valid periods of notice.

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[38] This Clause does not apply to the telecommunications allowance. If applicable, the Arcadis provision will be followed in this regard.

[39] Adjustment to the allowances for business travel kilometers in the Arcadis arrangement can provide reason to revise the allowance for business travel kilometers in excess of 20,000 kilometers per year. The underlying principle in this respect is always that employees who drive a large number of kilometers will not be worse off in comparison with the situation prior to 1 May 2006 (then the allowance was €0.28 per business travel kilometer with no maximum).

[40] Information about the BPL pension plan can be found at www.colland.nl.
Additional contact data: Colland Pensioen (TKP), PO Box 451, 9700 AL Groningen. Telephone: +31 (0)50 - 5223000 or deelnemer@bplpensioen.nl.

3. Options
   Employees covered by these provisions and whose pensions have been transferred to Colland cannot prevent their pension accrual from being affected by the buying and selling of days off. To compensate for this loss of pension, a 5.35% correction for this pension effect will henceforth be made (13.2% according to earlier calculations) for these employees. The percentage therefore amounts to 4.73% for both sales and purchases.
   Should the effect of selling or buying days off on pension accrual be compensated in some other manner, this Clause will become invalid.

ANNEX 3 **TRANSITIONAL PROVISIONS AND OTHER ARRANGEMENTS**

1. Days off and scheduled off-duty days

A set of transitional provisions applies to employees who were employed at Arcadis Bouw/Infra BV on 31 December 1999 (except those who were employed under the Heidemij Collective Labor Agreement). The individuals concerned receive payment for the difference between “hours of leave as of 1 January 2000 on the basis of the former arrangement” minus “days off under the new Collective Labor Agreement”, this in the form of an extra salary allowance. The allowance is paid annually in 12 monthly installments.
The allowance amounts to 5.35% of the current full-time monthly salary for each lost day off (8 hours). This allowance is not part of the basis for any further calculation.
The system of options may be used to buy or sell accumulated days.

The above-mentioned allowance for lost days off will be incorporated into the pensionable salary upon promotion to a higher scale, taking into account:

- the holiday allowance to be paid on the increased salary;
- the pension entitlements to be accrued on the increased pensionable salary;
- the pension premium to be paid by the employee for the increased pensionable salary;
- an appropriate adjustment of the guarantee maximum set on 1 December 2000 (followed by necessary revisions and indexing).

The incorporation of the allowance in the pensionable salary will take place before any change to the salary is determined as a result of the promotion.

2. Transitional provision with regard to the shortened work week in preparation for retirement (PVA)

Since 1 January 2019[41], the duration of the PVA scheme has been phased out over three years to 3 years prior to the AOW retirement date, in accordance with the following schedule[42]:

Date of birth	The year in which your AOW benefit (State old age pension) commences	AOW retirement age	Entitled to participate in the PVA scheme in	Maximum duration of the PVA scheme
after 31 August 1954 and before 1 September 1955	2020/2021	66 + 4 months	2017	4 years
after 31 August 1955 and before 1 June 1956	2021/2022	66 + 7 months	2018	4 years
after 31 May 1956 and before 1 March 1957	2023	66 + 10 months	2019/2020	3 years 9 months
after 28 February 1957 and before 1 January 1958	2024	67	2020/2021	3 years 6 months
after 31 December 1957 and before 1 January 1959	2025	67	2021/2022	3 years 3 months
after 31 December 1958 and before 1 January 1960	2026	67	2022/2023	3 years

[41] The agreements of the 2017-2018 Collective Labor Agreement continue to apply for employees who are entitled to participate in the PVA scheme in 2018.
[42] Employees who were entitled to PVA in the year 2013 under the old PVA scheme will retain this right according to the implementation of the old scheme from the 2012/2013 Arcadis Collective Labor Agreement.

3. WAO shortfall pension

General

The following provisions concerning the WAO shortfall pension agreement only apply to participants of the retirement pension agreement between Arcadis and Hnpf and, moreover, only insofar as they have received a benefit under the WAO (within the last five years), have become (increasingly) occupationally disabled as a result of the same cause and have consequently been confronted with a WAO shortfall. If another cause was involved ("new case of occupational disability"), then there is no question of a WAO shortfall.

A WAO shortfall pension agreement[43] between the employer and employees participating in the retirement pension plan administered by Pensioenkring Arcadis of Het nederlandse pensioenfonds (hereinafter referred to as Hnpf) applies. The contents of the WAO shortfall pension agreement are included in the 2013-2014 Collective Labor Agreement, Annex 7.[44]

WAO shortfall pension

If an employee is granted a WAO benefit, the employee also becomes entitled to a WAO shortfall pension. The WAO shortfall pension has been collectively arranged by the employer in the form of a WAO shortfall pension agreement between employer and employee.

Premium

The premium for this WAO shortfall pension agreement is paid by the employees indicated in the preamble above who may be exposed to a WAO shortfall.
The premium is equal to the premium for WGA shortfall insurance (see Clause 45 Sub-clause 6). These employees do not subsequently pay any extra premium for the WGA shortfall insurance.

4. Global Job Framework Guarantee Scheme

A guarantee scheme applies to employees who were employed at the time of implementation of the Global Job Framework (1 July 2019) and who have less salary perspective in the new situation.

- This concerns employees who were in scale J at the time of implementation (1 July 2019) and found themselves in level 8 in the new situation. These employees retain the right to advancement to the 100% salary and personal maximum from scale J in the 2018-2019 Collective Labor Agreement. If the salary would have been higher in the situation before 1 July 2019, the employee will receive compensation for the difference in salary.
- Under this scheme, the guaranteed salary perspective (the scale maximums and personal maximums) follows the structural salary increase, which means that the guarantee scheme is indexed. Arcadis offers its employees maximum guarantee with this scheme.

[43] In addition to the provisions of the WAO shortfall pension agreement, for occupationally disabled employees who fall – or will fall – under the WAO provisions, the provisions regarding occupational disability remain in force as these were detailed in previous pension regulations administrated by SPAN.

[44] Employees participating in the Spoorwegpensioenfonds (Spf) or the Bedrijfstakpensioenfonds voor de Landbouw (BPL), administrated by Colland, are subject to other occupational disability pension agreements. The contents of these pension agreements are not included in this Collective Labor Agreement. For the contents of these pension agreements, reference is made to Spf (www.spoorwegpensioenfonds.nl), and BPL (www.colland.nl) respectively.

ANNEX 4 **JOB CLASSIFICATION OBJECTION AND APPEAL PROCEDURE**

1. Objection

Employees who do not agree with the job family/job title or the salary scale that they are assigned, can make their objections known to their supervisors in writing stating the reasons, within three months of being notified of the job classification or assigned salary scale.
The employee's supervisor will then arrange an interview with the employee within one month of the objection having been made. At the request of the supervisor or employee, the HR advisor may be present at this interview.
The supervisor will draw up a report of the interview and send it to the employee and HR advisor.

2. Internal appeals

If the employee does not agree with the settlement of the objection, the employee can submit a formal internal appeal to his or her supervisor within one month of the interview with the supervisor. The supervisor immediately forwards the notice of appeal, along with his or her comments, to the Head of Employment Conditions, and makes a copy for the employee. The notice of appeal must state the reasons for the appeal and include a copy of the objection interview report.
The Head of Employment Conditions submits the notice of appeal to the classification committee or the reference committee for their consideration. The Head of Employment Conditions informs the employee which of the two committees the notice of appeal was submitted to.

- Classification committee

If the appeal concerns a disputed job family/job title, the classification committee issues an opinion.
This takes place within two months of the appeal's submission based on the available documents and any further information gathered at a hearing. The committee reports in writing to the Head of Employment Conditions. The latter submits the report to the management board, which makes a decision on this. The Head of Employment Conditions then informs the employee and the supervisor about the management's decision.

The classification committee consists of a HR employee and two members appointed by the management board. These can vary, depending on the area of employment involved. The classification committee meets in the presence of a representative of the central or local works council, which monitors the procedure followed by the classification committee. The management board ensures that the members of the classification committee are familiar with the relevant area of employment.

- Reference committee (evaluation committee)

If the appeal concerns a disputed salary scale, it is submitted to the reference committee.
This takes place within two months of the appeal's submission based on the available documents and any further information gathered at a hearing.

The reference committee consists of four to five Arcadis employees capable of surveying a large area of work and of identifying and describing relevant differences in level. It investigates the notice of appeal, issues an opinion and reports its findings to the Head of Employment Conditions. The latter submits the opinion to the management board, which makes a decision on this. The Head of Employment Conditions then informs the employee and the supervisor about the management's decision. The reference committee meets in the presence of a representative of the central or local works council, which monitors the procedure followed by the reference committee.

3. External appeal

If the employee does not agree with the decision of the management board based on the opinion of the classification committee or the reference committee, the employee can lodge an external appeal.
This shall be submitted to the Head of Employment Conditions within 2 months of the decision of the management board. The former will forward the management board's decision and the notice of external appeal to the external appeal committee.

The external appeal committee issues an external expert opinion and consists of Korn Ferry Hay Group consultants and trade union job evaluation experts. The external appeal committee studies the notice of appeal, issues an opinion and reports to the management board (via the Head of Employment Conditions) within 2 months of the appeal's submission.
The opinion of the external appeal committee is binding in terms of the job evaluation. The management board will then, as soon as possible, have the Head of Employment Conditions provide the employee with written notification of the decision taken.

4. Support

Employees can select someone to support them during the process. Any costs incurred in this respect will be reimbursed in consultation with Arcadis and in accordance with the principles of reasonableness and fairness.

ANNEX 5 **COMPLAINTS PROCEDURE**

1. Definitions

Complaint:	Any written expression of dissatisfaction by an employee about personal circumstances relating to his or her employment, terms of employment or working conditions.
Complaints counsellor:	A person selected by the individual submitting a complaint to support him or her during the submission and further handling of the complaint.

2. General

The employee may submit a written complaint to the employer (address: Arcadis Nederland BV, Attn. Director HRM, PO Box 33, 6800 LE Arnhem).
Complaints of a collective nature or requiring the decision-making authority of the central or local works council are not covered by this procedure. Complaints involving a company-specific complaint or appeal procedure are also excluded.
The employee can appoint a complaints counsellor to be present and represent him or her during the submission and further handling of a complaint.

3. Procedure

The employer shall undertake to handle the complaint as quickly as possible.
Unless a complaint is immediately and fully resolved, the employer shall not respond to the complaint without providing the employee and/or the employee's complaints counsellor the opportunity to first explain the complaint in a personal interview.
The employer will provide a written and justified response to the complaint within six weeks of its submission, indicating if and, if so, how the issue can be resolved.

4. No negative consequences

The employer shall ensure that the employee submitting the complaint or acting as complaints counsellor does not suffer any negative consequences in his or her position as employee.

5. Confidentiality

Anyone involved in the handling of a complaint and, consequently, being privileged to information that requires confidential treatment is required to maintain the confidentiality of this information, unless legal prescription requires its disclosure.

ANNEX 6 **Social Framework**