

# 2023 - 2024 CLA

# **Recognition and prospects**

# for everyone



do your thing

#### The undersigned:

• ING Bank Personeel B.V.

hereinafter referred to as: **ING**, party on the one hand

and

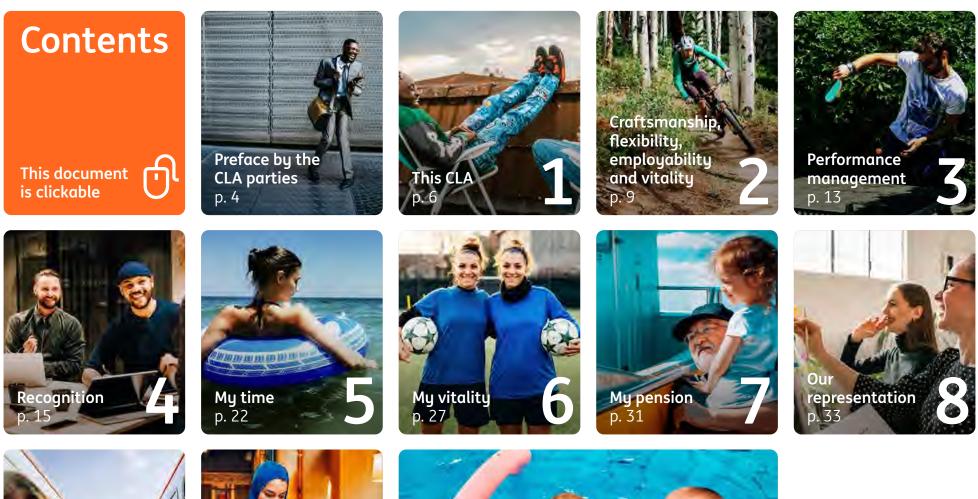
- FNV Finance, part of the Netherlands Trade Union Confederation (FNV), with its registered office in Utrecht
- CNVVakmensen.nl, with its registered office in Utrecht

hereinafter referred to as: the Trade Unions, party on the other hand,

referred to jointly as the CLA parties

declare that they have entered into the following Collective Labour Agreement (CLA) with effect from 1 January 2023.











## Preface by the CLA parties

The previous CLA put the central focus on close dialogue between you, your team and your lead, with a key prerequisite of mature working relationships where you support each other as a team, provide feedback and learn from mistakes. This also extends to ongoing recognition of the importance of the human dimension in the balance between individual interests, team interests and the interests of the organisation.

Our primary aim in this new CLA is to create scope within this close dialogue to give our employees with different preferences, development needs and ambitions greater recognition, prospects and security.

#### Recognition, prospects and security

This CLA will further expand upon the central theme of 'recognition, prospects and security' based on the following principles:

- Larger collective increases for colleagues on lower salaries, because in general they are hit hardest by the current economic situation.
- **Prospects for everyone**, including colleagues who are at the top of their salary scale. Salary scales have been expanded to ensure everyone will be eligible for in-scale increases and discretionary pay over the coming years, while changing jobs will also become more attractive financially.
- **Rewarding development** by encouraging employees to grow by introducing a salary increase when moving to a job at the same level and by providing more promotion opportunities.
- More room for differentiation so that performance and development can also be rewarded financially. With this in mind, we will be doubling the budget for individual pay rises in 2024 compared to the budget for 2023. When it comes to setting the general pay increase in April 2024, leads will be able to draw on a larger budget to reward employees who have shown development, excellent performance or who are financially lagging behind their colleagues or the external market.

#### Craftsmanship, flexibility, employability and vitality

Besides rewarding and showing recognition, a significant part of our CLA is dedicated to the topics of craftsmanship, flexibility, employability and vitality. ING is committed to employees' sustainable employability and vitality. The wishes and needs of ING customers and the labour market are in a state of rapid and continuous flux. So this requires a corresponding response from ING, its teams and you as an employee. This will ensure that you remain capable of meeting the demands of the work, now and in the future. In addition, we are introducing more extensive pregnancy and maternity leave in this CLA, as well as an even more generous financial allowance for parental leave. This is how we are enabling new parents to devote time and attention to their family.

#### **Financial health**

Every day, ING works to enable customers to make better considered financial decisions. But what is relevant to and helps our customers is, of course, equally important to our employees.

Since we all have financial questions, especially nowadays, ING will make financial coaches available to employees during the term of this CLA. A financial coach is someone you can talk to about any personal financial issues you are dealing with and who will help you make better considered choices. Getting advice from a financial coach will be entirely free of charge for you.

#### Sustainability

Financial health is part of the broader ING sustainability strategy (ESG), which for example, also looks at opportunities to reduce our carbon footprint. Together with the Trade Unions and other stakeholders, we are looking at how we can give substance to this.

#### The road ahead

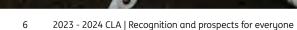
We appreciate our employees for their efforts and hard work every day, in what are sometimes challenging circumstances, and we understand that the past period has been very demanding for everyone, including the trade unions. It is therefore important in our view that we keep the close dialogue with each other and with our employees going beyond the sealing of this CLA. What we learnt during the CLA negotiations is that we have a major challenge ahead of us to restore trust and that there are concerns over interrelations between employees and the employer. The CLA parties are committed to continuing to work on these interrelations over the coming period, so as to be able to work together in a constructive manner in the future and engage in co-creation to tackle topics that require our attention. Additionally, ING intends to continue with the listening sessions initiated by the management during the negotiations and to organise sessions on a regular basis to hear what is going on in the workplace and what our employees care about and are experiencing at work. Various internal ING employee networks will be involved more actively. This way, we can engage with each other directly and keep the conversation going. Apart from the listening sessions, input from our employees through various surveys, the existing networks (such as Experience, Lioness and RING, Crossing, etc.) and our online platforms is of crucial importance to us in working on stability, openness and positivity after a period of unrest. ING wants to be more open to ideas from its 14,500 employees on how we can keep improving ING together.

This CLA was ultimately formed when a final offer, which the trade unions submitted to their members, was accepted by a majority of FNV Finance and CNV Vakmensen members at ING who cast a vote. This means that only the elements from the final offer have been incorporated into this CLA.



# 1 This CLA

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- 1.2 Parties covered by the CLA
- 1.3 Application
- 1.4 Information
- 1.5 Individual employment contract
- 1.6 Probationary period
- 1.7 Notice periods
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- 1.10 Employee relations consultants
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- 1.12 Confidential advisers on integrity and undesirable behaviour





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The CLA runs from 1 January 2023 to 31 December 2024 and replaces all previous versions of the CLA as of the effective date. The Social Plan, which is part of this CLA, is valid from 1 January 2022 to 1 July 2024, with ING, De Unie, CNV Vakmensen and FNV Finance as the parties to the Social Plan. The Social Plan will subsequently be extended from 1 July 2024 to 31 December 2024, with ING, CNV Vakmensen and FNV Finance as the parties to the Social Plan. The Social Plan does not remain in force after that date. The other sections of the CLA will be automatically renewed after 31 December 2024 for one year, unless one of the CLA parties gives notice by registered letter three months before the expiry date that it wishes to terminate the CLA. In that case, the CLA will continue to be valid after the expiry date for as long as the CLA parties are engaged in negotiating a new CLA, without prejudice to the agreement that the parties are permitted to make interim changes to the (extended) text of the CLA.

#### 1.2 Parties covered by the CLA

The CLA covers all employees with an employment contract with ING Bank Personeel B.V. at job grades 1 to 15, unless this CLA states otherwise. Whenever the CLA applies to an employee, the CLA will automatically also be part of this employee's employment contract.

#### **1.3 Application**

Provisions of the CLA dealing with working hours and remuneration may be derogated from in the case of certain groups, in which case this is specified in the text. The CLA parties may also agree alternative arrangements for certain groups of employees. These arrangements will be agreed in writing and the employees concerned will be notified accordingly, at which point the arrangements will become part of the CLA.

ING will not derogate from the CLA provisions, except where it is explicitly stated that this is possible.

All amounts stated in the CLA are in euros and are gross amounts, unless explicitly stated otherwise.

#### 1.4 Information

In addition to the arrangements set out in this CLA, certain related schemes apply. More information about these schemes, which do not form part of the CLA, can be found on ING Today.

#### 1.5 Individual employment contract

- The statutory provisions on the duration and termination of employment contracts (Articles 7:667 to 7:686 inclusive of the Dutch Civil Code) are applicable. In principle, you will enter into the company's employment under the terms of a permanent employment contract.
- If you worked for ING as a temporary employee prior to entering into the company's employment, that period including any interruptions of under six months will qualify as a single employment contract. As such, this rule derogates from Article 7:668a (2) of the Dutch Civil Code.
- Your employment contract terminates by operation of law on the day of your 67th birthday.

#### 1.6 Probationary period

If ING enters into an employment contract with you for a period of six months or longer, whether for a fixed or for an indefinite term, ING may agree a probationary period of up to two months with you by making use of the scope for derogation under Article 7:652 of the Dutch Civil Code in the case of a CLA. No probationary period applies to employment contracts lasting less than six months.

#### 1.7 Notice periods

You and ING may terminate the employment contract with due observance of the statutory provisions governing termination and notice periods (Articles 7:669 to 7: 672 inclusive of the Dutch Civil Code). However, if you have agreed in your employment contract a notice period exceeding the statutory notice period, this longer period will also apply if your contract is terminated by ING.

#### **1.8 Suspension**

- If ING, in its role as employer, is of the opinion that your conduct is culpable, for example if you have seriously or repeatedly violated statutory or internal regulations, it may take disciplinary action against you in the form of suspension without pay for up to seven working days.
- If ING has serious grounds to suspect you of conduct or actions that warrant (summary) dismissal of your employment contract, ING may suspend you from work pending the investigation. If the suspicion is not substantiated, ING will provide you with written notice of reinstatement.
- If your actions or conduct do not result in immediate termination of the employment contract, but lead instead to a request for it to be set aside, ING has the right to extend your suspension from work.





#### 1.9 Interim changes

During the term of the CLA, the parties to it may agree on changes to it if, due to special circumstances of a commercial nature or changes in statutory provisions or regulations, the reason for this collective agreement (or parts of it) has ceased to exist or if there is otherwise a need to adjust or add agreements to the CLA.

#### 1.10 Employee relations consultants

Employees who encounter a problem in their working relationship with a colleague or their lead can seek the help of an employee relations consultant (Consulent Arbeidsrelatie). More information about the employee relations consultant can be found on ING Today.

#### 1.11 Internal complaints handling procedures

If intervention by the employee relations consultant does not produce the desired result, you can file a complaint. You will find a list of the various internal procedures available to you on ING Today.

#### 1.12 Confidential advisers on integrity and undesirable behaviour

Employees can choose an internal and an external confidential adviser. At ING, we have two categories of internal confidential adviser:

#### 1. Confidential adviser on integrity

Employees can refer any questions or dilemmas concerning integrity and integrity violations or report any such violations to the confidential adviser on integrity. More information can be found on ING Today.

#### 2. Confidential adviser on undesirable behaviour

Undesirable behaviour is not tolerated. Any instances of misconduct can be discussed in confidence with the confidential adviser on undesirable behaviour. More information can be found on ING Today.

The confidential advisers perform their tasks solely on behalf of and with the permission of the employees. The confidential advisers are given the opportunity to perform their tasks properly and they are legally protected from dismissal due to the nature of their role. More information about this can be found on ING Today.

# 2 Craftsmanship,



- 2.1 Individual Development Plan
- 2.2 Dialogue
- 2.3 Training Regulations
- 2.4 Vitality
- 2.5 Corporate Social Responsibility
- 2.6 Employing people with an occupational limitation

and vitality

employability

flexibility,

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Every ING employee has the right to career prospects, both within and outside ING. This requires an ongoing investment in employability. It is important that everyone takes responsibility for this and continues to develop his or her skills. Learning to learn (also known as 'conscious learning') is seen as one of the most important skills for the future. Work and the world at large are constantly changing. This means we have to constantly reinvent ourselves in order to grow. ING supports this by:

- Making clear what competencies are needed now and in the future and providing employees with training to enable them to progress to a different job within ING ('Plan for Next').
- Establishing an internal job market to align labour supply and demand more closely together.
- Opening an individual learning account for each employee, into which it will pay an amount of €375, plus a lump sum of €375 once the employee has recorded an Individual Development Plan (IDP) in Workday.

Each individual is valuable and has talents. Changes can have a greater impact on you if you are further along in your career, if you struggle with the radical nature of the changes or if you believe you have fewer chances on the job market, for example due to an occupational limitation or circumstances in your personal life. In such situations, it is all the more important to discuss your personal options, for example with your lead or the confidential adviser, in a context of mature working relations.

#### 2.1 Individual Development Plan

The ambition is for all employees to draw up an Individual Development Plan (IDP) and record it in Workday. The plan consists of three parts:

- a Plan for Now. i.e. for development within the current job, and/or;
- a Plan for Next, i.e. for a different job within ING, and/or;
- a Plan for Beyond, i.e. for a job outside ING.

An IDP and the ING Learning Centre help you give direction to your own career. A crucial aspect is that you are given the chance to thoroughly explore your own value in the job market, which is why you get half a day annually to work on preparing and updating your IDP. You record your IDP in Workday and discuss with your lead how you plan to implement it.

Structural initiatives, for example campaigns focusing on craftsmanship, are used to encourage you to actively explore your market value, keep working on your personal development and gain experience that enables you to achieve or adjust your plans in a considered way.

Below are some of the tools you can use once you have agreed an IDP:

- Courses: aimed at a specific job within or outside ING or at gaining a qualification.
- Outplacement: extra support towards finding a job outside ING.
- Support: in setting up your own business.
- Internship opportunities: allowing you to gain extra experience within or outside ING.
- Temporary assignments within ING: enabling you to gain extra experience. If you take on such an assignment while on a permanent contract with ING, your old job will remain available for you to return to for a period of twelve months. A temporary assignment also gives you priority status in the event that the assignment is converted into a permanent position. In the event of an assignment or successive assignments with a combined duration of longer than 12 months, the Social Plan will be applicable to you if your former job is no longer available and/or no new assignment or job is available at the end of the assignment.
- Job crafting: proactively and independently, individually or with your colleagues, adjusting the tasks and limits of your job. Every job provides a certain amount of scope for job crafting.
- Insight into the job market and your job market value: the IDP environment on ING Today includes information about the internal and external job market and job market tools to give you a better understanding of your job market value, both within and outside ING. You can also use tools provided by the trade unions for this purpose.

Tools provided through My Learning are financed from the central budget, which means that they do not come out of your department's training budget and are accessible to everyone who falls under the ING CLA.

Job-specific training courses and individual training courses not provided centrally, are charged to the decentralised training budget allocated to business lines.

#### 2.1.1 Time for vitality and development activities

Employees sometimes experience stress in cases where their job responsibilities conflict with their leave and development opportunities and the time available to them. ING and the trade unions try to ensure a healthy work-life balance for all employees. To ease the tension created by conflicting demands on time, we have agreed the following:

- ING will plan vitality and development activities over a fairly long period in the future so that as many employees as possible can make plans to participate.
- Leads will ensure that their teams appreciate how important time for development and vitality is, so as to minimise social pressure.
- Vitality and development activities will also be included in the performance goals of leads.

• Where necessary in particular parts of the organisation, extra efforts will be made to organise the flexible shell in such a way that employees can be released for vitality and development activities.

#### 2.2 Dialogue

Current and future employability remains a top priority within ING. The most important thing is to engage in permanent dialogue at team and individual level about the developments in your field of work within and outside ING, in particular about what they mean for you and your team. Time for development is crucial. Responsibility for this, for example by setting priorities in such a way as to allow sufficient capacity within the team for everyone's development, lies firstly with the teams and secondly with management. In environments where location-dependent/central activities are performed, time for development must be an integral part of the planning and a topic of discussion between the director and the works council.

#### **2.3 Training Regulations**

The ING Training Regulations are also focused strongly on personal development and employee responsibility. The regulations set out further details of the main agreements reached in this CLA. Changes to the Training Regulations are subject to the rules for staff training within the context of Article 27, paragraph 1(f) of the Works Councils Act (WOR).

#### 2.4 Vitality

It is important to the CLA parties that employees are fit and have a good work-life balance and a healthy level of work pressure. Existing tools and vitality programmes that help achieve this, such as the Global Vitality questionnaire, will be continued and developed further.

#### 2.4.1 Work pressure

Work pressure is seen as a risk that requires constant attention. Pressure at work is measured collectively at least once a year and is a fixed subject for discussion between lead and employees (individuals and teams). It is also discussed periodically by the CLA parties. Employees can also ask for an individual work pressure assessment to be carried out and an associated plan of action to be implemented. In addition, the CLA parties will agree on additional arrangements relating to the topic of work pressure, alongside initiatives that are already underway. Based on a proposal from FNV Finance, the CLA



parties will jointly explore ways to organise an independent in-depth study of work pressure at ING. Together with various internal and external experts, the CLA parties will agree on the specifics of this study in terms of the set-up of the process, timelines, what topics to look into, getting employees involved, communications, sharing and evaluating the results, and implementing the agreed solutions based on the results of the joint research.

#### 2.4.2 Informal care

ING is an organisation recognised for its informal care-friendly policies. The information and tools relating to informal care can be found on ING Today. Striking a good worklife balance can be hard for informal carers. Informal care requires a tailor-made solution that gives you the space you need to combine your work and care duties in close consultation with your lead and team, based on the principle that employer and employee have shared responsibilities to each other. In this CLA, we provide access to a care broker, who provides administrative support tailored to the circumstances of the individual carer. Additional information to guide you and alleviate your burden can be found on ING Today. Options enabling you to combine work and care duties include a temporary or permanent adjustment of your working hours, working times or taking leave to give you the time you need to provide informal care. The employee relations consultant can be called in to assist in this dialogue.

#### 2.5 Corporate Social Responsibility

The CLA parties have agreed that the employees are to have the opportunity to spend two working days a year sharing their skills and knowledge with community-based organisations or educational institutions, while the terms of their employment contract continue to apply.

The CLA parties consider it important that older employees remain vital and can put their knowledge and skills to use in society. Employees aged 60 and over are therefore given the opportunity to spend one day a week sharing their skills and knowledge with community-based organisations, while the terms of their employment agreement continue to apply. Some inspiring suggestions can be found on ING Today.

#### 2.6 Employing people with an occupational limitation

The CLA parties want ING to strive for inclusion and diversity, which also means being a company that is accessible for people with an occupational limitation. The Unknown Talent programme is aimed at making existing jobs at ING accessible to jobseekers and employees with an occupational limitation. ING does so by adapting the job, if possible, or by removing obstacles in consultation with teams. Moreover, the employee concerned is given priority status when another suitable job arises. During the term of this CLA, at least 20 new colleagues with an occupational limitation will join ING.

We will investigate how we can create jobs that are accessible for people belonging to the primary target group of the Labour Participation Act (Participatiewet), for example by extracting simple tasks from jobs and combining them to create a new job. Or by making agreements with suppliers or partners regarding job opportunities for this target group, with such agreements being monitored by the CLA parties during the CLA period.

### **3** Performance

### management



- 3.1 Performance dialogue
- 3.2 Flexibility
- 3.3 Team arrangements and your review
- 3.4 Review of the lead

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ING aims to be a flexible and innovative organisation in which you, the employee, contribute to its objectives, are motivated and can make a difference for customers and colleagues alike. An organisation in which you live up to your potential and are prepared for the future. The way in which performance management is deployed must support and reinforce this goal. It must fit within a culture in which employees experience autonomy and which allows and prepares them to take on responsibility. Due to the great importance of sustainable employability, you are expected to make agreements relating to your development and record them in your IDP. The guiding principles in this respect are flexibility and personalisation, suited to your work situation or stage of life.

The focus is on the ongoing performance dialogue that takes place on a regular basis between employees and leads and contributes to everyone's development and improvement of results.

Within the performance management framework every employee makes agreements in three dimensions: Job, Orange Code and Stretch Ambitions. Employees can receive one of three performance ratings for each of these components: 'excellent', 'well done' and 'improvement required'. This reflects the diversity in performance and development and increases the chance of a substantive dialogue on how to improve, as described in section 4.4 of this CLA.

#### 3.1 Performance dialogue

Performance management means mature working relations within which you, your lead, your team, other colleagues and your customers collaborate based on mutual trust and commitment in order to improve your performance and exhibit behaviour befitting of the Orange Code. You grow individually and as a team through feedback and ongoing performance dialogue.

#### 3.2 Flexibility

The duration of the agreements is flexible and depends on the desired result and the way in which a team collaborates. New ways of collaborating often call for short-cyclical activity planning. Development, performance and results are assessed in the interim.

#### 3.3 Team arrangements and your review

Teams that make agreements about team results can review these agreements themselves. These agreements are included in your personal agreements. Your lead discusses the team review with regard to your agreements in your year-end review. How you shape the collaboration is an important part of the evaluation.

#### 3.4 Review of the lead

In your capacity as lead, you also receive input for your own review from multiple sources, namely through ongoing performance dialogue and by giving and receiving feedback. Leads must request input from at least three employees supervised by them for their own year-end review.

The performance management process is discussed at greater length in Appendix 2: Performance Management framework.



# 4 Recognition

- 4.2 Scope
- 4.3 Job grading
- 4.4 Remuneration measures
- 4.5 Holiday allowance
- 4.6 Thirteenth month bonus
- 4.7 Flexible employment conditions
- 4.8 Allowances
- 4.9 Salary increase for career moves
- 4.10 Allowances within the scope of the CLA



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#### 4.1 General

We recognise your commitment and development with salary measures and other types of reward. ING wants to distinguish itself positively when it comes to secondary employment conditions, especially in terms of craftsmanship, sustainability, financial health and vitality. That is why ING has a wide range of tools at its disposal to express its additional appreciation to employees like you or your team. These include incentives or other types of team reward and team events. We regard small or non-material tokens of appreciation as important too.

In the case of certain groups of employees, the remuneration model derogates from the CLA, but even in these cases the models are also in compliance with external laws and regulations and ING's cohesive remuneration policy. Where required under the Works Councils Act (Wet op de ondernemingsraden), ING consults with the works council on which specific measures to apply to these groups. ING also informs and consults with the trade unions on this.

Differences in remuneration between certain target groups (e.g. men/women) that cannot be justified on the basis of performance, knowledge and experience are prohibited.

#### 4.2 Scope

If your position is classified as job grade 13 or higher, ING may derogate from the provisions of the CLA with respect to your remuneration, but only if this works to your benefit.

#### 4.3 Job grading

#### 4.3.1 Job classification

ING's standard jobs are arranged in job families and are clearly recognisable for employees and leads. All standard jobs in the job families are determined by reference to Korn Ferry's job evaluation system.

The standard jobs are included in the Global Job Architecture. ING determines the composition of that file and informs the trade unions about this.

#### 4.3.2 Rules of application

ING determines jobs by declaring that one of the standard jobs is applicable. Rules and procedures guarantee proper application and consistency within and between the business units. These rules and procedures and the individual right of complaint are determined after having obtained the consent of the works council.

#### 4.3.3 Salary scales

ING's salary scales are numbered from 1 to 15.

#### 4.4 Remuneration measures

The CLA parties believe that performance management should be about development and achievements. Our focus is on having a good dialogue, with no direct or automatic link between performance management and financial reward.

#### 4.4.1 In-scale salary increase in April 2023 and April 2024

Like in previous years, recognition of your development and growth in your job will be linked (partly) to your position in the salary scale. If you have not yet reached the top of your salary scale, you will get an individual salary increase that will be calculated as follows:

#### In-scale remuneration in 2023

We divide your salary scale into three equal parts, to each of which in-scale remuneration is linked: if you are in the first part of the salary scale, you will receive an in-scale increase of 3%, if you are in the second part 2.5% and if you are in the third part 1.5%, subject to a maximum up to the end of your salary scale. The employees who are lowest in the scale receive the highest percentage. The maximum of the salary scales is not adjusted.

The 2023 in-scale increase will take effect in April 2023.

#### In-scale remuneration in 2024

The way in-scale remuneration is calculated will change as of 2024. From 2024, we will divide your salary scale into two equal parts and link in-scale remuneration to each part: if you are in the bottom part of the salary scale, you will receive an in-scale increase of 2% in April 2024 and if you are in the top part 1%, subject to a maximum up to the end of your salary scale.

The 2024 in-scale increase will take effect in April 2024.

To be eligible for the in-scale salary remuneration in 2023 and/or 2024, you must have been employed by ING for at least six months on the date of commencement. If you have received an 'improvement needed' rating in respect of two or three performance management dimensions or if you have not received a rating, you do not qualify for in-scale remuneration. If you have reached the maximum of your salary scale,

you will not get an in-scale salary increase. The reference dates for determining whether you have reached the maximum of your scale are 31 December 2022 and 31 December 2023 respectively.

#### 4.4.2 One-off payment in July 2023

In July 2023, you will receive a one-off payment of €2,000 before tax. The amount of the one-off payment is based on a 36-hour working week. For employees who work under 36 hours a week, the amount will be prorated to the actual hours they work. If you entered ING's employment after 1 January 2023, the amount will be prorated to the period you worked at ING in 2023. Entitlement to this one-off payment is subject to being in the employment of ING on 1 July 2023.

The one-off payment does not count towards the calculation of other allowances, supplements or payments specified in the CLA. Nor does it count towards the calculation of your pensionable earnings.

#### 4.4.3 Collective salary increase in July 2023

In July 2023, everyone on an annual salary:

- up to €80,000\* will receive a collective monthly salary increase of €400 before tax.
- from €80,000\* up to €100,000\* will receive a collective monthly salary increase of €320 before tax. If the collective pre-tax monthly salary increase of €320 equals an increase that is below 5%, the amount of €320 will be topped up to ensure that the nominal increase is never below 5% of the monthly salary.
- Over €100,000\* will receive a collective pay increase of 4%.

\*The annual salary used for the purposes of application of the collective salary increase in 2023 is based on a 36-hour working week including holiday allowance, thirteenth month, personal allowances, market value allowance, BIS and 50% of the maximum achievable variable remuneration (reference date 1 June 2023). For employees who work over or under 36 hours a week, the amount will be prorated to the actual hours they work.

As of 1 July 2023, the maximum salaries of the salary scales will be increased first by €320 and subsequently by 12%. The minimum salaries in each salary scale will be increased by 4% as of 1 July 2023.



#### 4.4.4 Budget for individual salary increases in April 2024 and April 2025

If, after receiving the in-scale remuneration in April, you are still not up to the maximum salary of your salary scale, you may be eligible for an individual salary increase. To be eligible for this individual salary increase, you must have been employed by ING for at least six months on 1 April of each year. The salary increase will be awarded by your manager based on the budget made available by the NL board, which has been doubled compared to 2022. This budget can be used to reward employees who have shown development, excellent performance, or who are lagging behind their peers or the external market in financial terms. If you have received an 'improvement needed' rating in respect of two or three performance management dimensions or if you have not received a rating, you do not qualify for an individual salary increase. Allocation of the total budget made available by the NL board is subject to the following conditions:

- At least 50% of the available budget is allocated to the business lines in proportion to the total amount they pay in salaries.
- The NL board allocates the remainder of the budget to the business lines based on external benchmark data and strategic choices.

Unless a different arrangement is agreed in a subsequent CLA, this provision will remain effective after the end of the term of this CLA.

#### 4.4.5 Collective salary increase in July 2024

In July 2024, a collective salary increase of 3% will be awarded to all employees. The maximum and minimum salaries of the various salary scales will be increased by 3% as of 1 July 2024.

#### 4.4.6. PAWW contribution

Since June 2018, every employee has paid a monthly contribution under the PAWW scheme, which has been deducted from the gross salary. PAWW (Dutch supplementary unemployment (WW) and benefit shortfall (WGA) insurance) is a supplementary benefit intended for employees who become unemployed or partially occupationally disabled. ING has assumed responsibility for paying this premium from 1 October 2021.

#### 4.4.7 Basis of salary level

The salary scales and corresponding monthly amounts can be found in Appendix 1, Salary scales. Your salary scale and monthly amount are based on a 36-hour working week. With this in mind, a total of 1,872 hours is used to determine the amount of your annual salary.

If you work more or fewer than 36 hours per week on average, your salary will be prorated to your working hours.

#### 4.4.8 Job classification

You will be paid in accordance with the salary scale linked to your job grade. You are directly placed in the corresponding salary scale from the moment that you enter ING's employment or move to another position.

#### 4.5 Holiday allowance

You will receive your holiday allowance through My Benefits Budget. The monthly amount equals 8% of your personal monthly salary and is based on your average number of working hours per week.

#### 4.6 Thirteenth month bonus

You will receive your thirteenth month bonus through My Benefits Budget. The monthly amount equals 1/12 of your personal monthly salary and is based on your average number of working hours per week.

#### 4.7 Flexible employment conditions

Having flexible employment conditions means being able to choose how you want to compose your package of employment conditions. That means that you can adapt some of your employment conditions to your own personal circumstances and wishes. You can do this in My Benefits Budget.

Each month you receive a Benefits Budget equal to around 20% of your monthly salary. This includes:

- thirteenth-month bonus;
- holiday allowance;
- individual savings contribution (BIS).

You can use your budget each month to:

- sell hours of leave;
- buy extra hours of leave;
- reserve budget, either once or monthly;

#### or for:

- a bike for commuting to and from work;
- your union membership fee;
- a broadband package.\*

If you decide not to use it, your budget will be paid out monthly.

\* This option is available up to the end of June 2023.

#### 4.8 Allowances

#### 4.8.1 Personal allowances

The personal allowances (in addition to your monthly salary) are:

#### Scaled-back personal allowance (PTA)

A PTA is an allowance that is scaled back. If you are entitled to a PTA, you will receive it every month until it has been cancelled out. In this context, 'cancel out' means that your allowance will be scaled back by the amount by which your monthly salary rises as a result of collective salary increases under the CLA. You will receive a PTA if:

- you change jobs to a job at a lower job grade; and
- your current salary is too high for the new salary scale.

The PTA counts towards the pension you accrue. If you are promoted, your PTA is included in your salary up to the new maximum amount of the salary scale. If you have reached the maximum amount of the salary scale and a gap still exists, this amount will continue to exist as a PTA.

As of 1 July 2023, i.e. when the new salary scales take effect, existing PTAs will be incorporated into the scales that will apply from 1 July 2023 on a one-off basis and if possible.

#### Indexed personal allowance (PTI)

A PTI is an allowance that rises in accordance with the agreed salary increases under the CLA. The PTI counts towards the pension you accrue. If you are promoted, your PTI is included in your salary up to the new maximum amount of the salary scale. If you have reached the maximum amount of the salary scale and a gap still exists, this amount will continue to exist as a PTI.

#### Nominal personal allowance (PTN)

A PTN is not included as the basis for the calculation of any other allowance, supplement or payment. This allowance does not decrease, nor is it indexed. The PTN does not count towards the pension you accrue.

#### 4.8.2 Market value allowance

If job market conditions so necessitate, ING may decide on objective grounds to award or terminate a market value allowance for specific jobs or groups of jobs. This allowance is linked to specific jobs and moment of time and may be awarded to an employee or group of employees in a specific job group. The market value allowance will be changed or terminated if you get a different job. If a market value allowance also applies to your new job, it will have to be recalculated. The market value allowance is not included in the base amount for calculating any other allowances, supplements or payments specified in the CLA. Nor does it count towards the calculation of your pensionable earnings.

#### 4.8.3 Individual savings contribution (BIS)

Each month you will receive an individual savings contribution (BIS). This contribution is equal to 3.5% of your personal monthly salary, including any allowances that count towards it. The BIS does not count towards the pension you accrue. You will receive the BIS through My Benefits Budget.

#### 4.8.4 Individual savings allowance (TIS)

Under the basic pension scheme with the ING CDC Pension Fund, you accrue pension rights over a maximum income for tax purposes, less the state pension offset. If your pensionable salary exceeds the maximum income for tax purposes, you will be paid an individual savings allowance (TIS). Through this payment, ING enables you to save for your retirement pension after you turn 67.

The amount of the TIS is set at the level of the contribution ING pays to the CDC Pension Fund up to the capped limit. The TIS is expressed as a percentage of pensionable earnings.

The TIS is established by deducting:

- The percentage of your personal contribution to the pension scheme, up to the capped limit.
- The premium for compulsory group term life insurance.
- The insurance premium for the occupational disability pension over the TIS.

The individual savings allowance is calculated each month over your pensionable salary insofar as it exceeds the maximum income for tax purposes on an annual basis. You will receive the allowance monthly after statutory payroll tax and social security contributions have been deducted. The individual savings allowance is not pensionable and does not count towards any other allowance or benefit. The allowance will, however, be added to pensionable earnings for the purposes of the occupational disability pension. If you work fewer than 36 hours a week, the capped limit and the allowance will be calculated on a pro rata basis.

#### 4.8.5 Home working allowance

From July 2023, you will receive a net monthly allowance of  $\leq$ 45 towards expenses incurred in relation to working from home, such as your broadband charges. This allowance does not depend on how many days a week you work from home. If you work under 36 hours a week, you will still get the full amount. You can claim any costs you incur for your broadband connection up to 1 July 2023 in the usual way on My Benefits Budget.

#### 4.9 Salary increase for career moves

We encourage internal mobility by introducing a salary increase when moving to a job classified at the same job grade. Employees promoted to a higher job grade will receive a more generous salary increase. By extending the salary scales, we are making it more attractive financially for employees to make a career move within ING. If you take up a job at a higher or lower job grade, you will be placed in the salary scale appropriate to the job.

#### 4.9.1 Higher job grade

If you take up a position at a higher job grade, ING will increase your monthly salary by at least 3% and no more than 12%. Two conditions are that you may not exceed the maximum salary of your new salary scale and that you will receive at least the minimum salary of your new salary scale. Your new personal monthly salary will apply from the first day of the month in which you start your new job, or in which a job grade change becomes effective due to a job reclassification.

This salary increase also applies when an employee applies for a new job (selection) at a higher job grade during a reorganisation.

If you receive an indexed personal allowance (PTI) and/or a scaled-back personal allowance (PTA), your salary will first be increased by between 3% and 12%. Your personal allowance (PTI and/or PTA) will then be included in your monthly salary insofar as possible up to the maximum of your new salary scale. If a gap still remains after that, you will be granted this amount as a PTI and/or PTA. If you receive both allowances, the PTI will be the first to be included in your monthly salary and the PTA the second.

#### 4.9.2 Lower job grade

If you take up a position at a lower job grade, ING will determine your new monthly salary. Your new personal monthly salary will apply from the first day of the month in which you start your new job, or in which a job grade change becomes effective due to a job reclassification. You will receive a scaled-back personal allowance (PTA) if your personal monthly salary exceeds the maximum of your new salary scale.

One of the following three situations applies if your job grade decreases by one or more grades:

- 1. If your personal monthly salary is lower than or equal to the maximum amount of your new salary scale, your personal monthly salary will not change.
- 2. If your personal monthly salary is higher than the maximum amount of your new salary scale but lower than or equal to the maximum of the next highest salary scale, then:
  - your new monthly salary will be equal to the maximum of your new salary scale;
  - you will receive the amount by which your current personal monthly salary exceeds this maximum in the form of a scaled-back personal allowance (PTA).
- 3. If your personal monthly salary is higher than the maximum amount of your new salary scale and higher than the maximum amount of the next higher salary scale, then:
  - your new monthly salary will be equal to the maximum of your new salary scale;
  - you will receive a scaled-back personal allowance (PTA) equal to the difference between your new monthly salary and the maximum amount of the next higher salary scale;
  - the portion of your personal monthly salary that exceeds the maximum amount of the next higher salary scale compared to your new salary scale will no longer apply. Instead, you will receive a lump sum payment equal to the portion that no longer applies multiplied by 13.96.

#### 4.9.3 The same job grade

If you are moving to a job at the same job grade as your current job, your salary will be increased by between 3% and 6%. This salary increase is conditional on you having applied for a vacancy.

Seeing as there are generally no vacancies (yet) in a reorganisation, the following will then apply:

- If you are assigned to a new job at the same job grade (based on your old and your new job being interchangeable), you will not be eligible for this salary increase.
- If you actively applied for a job at the same job grade that is newly created in the request for advice, and you were selected for it, you will be eligible for this salary increase.



#### 4.10 Allowances within the scope of the CLA

#### 4.10.1 Long-service bonuses

If you were employed by ING before 1 January 2016, you will receive a long-service bonus to mark your 10 and 25-year anniversaries. This lump sum payment is a percentage of your gross personal monthly salary.

Period of employment	Gratificatie
10 years	25%
25 years	100%

The payment will be calculated based on your personal monthly salary in the month in which the long-service anniversary takes place. If you have been in service for 25 years, you will be paid all or part of the bonus as a net amount in accordance with the Wage Tax Act (Wet op de loonbelasting). If you entered ING's employment on or after 1 January 2016, you do not qualify for such a bonus.

#### 4.10.2 Payment in the event of death

Upon your death, your next of kin will be paid a proportional part of your personal monthly salary up to and including the date of death, including the individual savings contribution.

They will also be paid three times your personal monthly salary, including the individual savings contribution. In this context, personal monthly salary means the salary that applied on the day of your death.

This payment includes all amounts owed by ING to your next of kin in accordance with Article 7:674 of the Dutch Civil Code and pursuant to any other (statutory) provisions regarding healthcare insurance and occupational disability insurance policies. ING will pay out such amounts to your next of kin in accordance with the definition in Article 35 section 1 of the Sickness Benefits Act (Ziektewet).

#### 4.10.3 Meal allowance

You can be reimbursed for the cost of a meal if you are unable to eat at home in the evening because you are working a shift or because you have to work a changed schedule or overtime. This is on condition that you submit an invoice for the meal and that you did not receive a meal from ING. More information about this can be found on ING Today.

### 5 My time

- 5.1 General
- 5.2 Working time, place of work and flexibility

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- 5.3 Working hours
- 5.4 Your work and working times
- 5.5 Overtime
- 5.6 Public holidays
- 5.7 Holiday
- 5.8 Special leave

#### 5.1 General

Customers value convenience and want to do business with ING at a time that is convenient for them and through the channel that suits them best. The CLA parties want to help ING contribute to the attainment of global sustainability objectives by taking measures conducive to reducing road traffic congestion, lowering carbon emissions and improving people's work-life balance. So agreements about working in a time and location-independent way are important.

#### 5.2 Time and location-independent working

Time and location-independent working have become a natural part of our way of working. Together with your team and your lead, you make agreements about your work pattern and working hours, availability and accessibility. All arrangements must comply with the provisions of the Working Hours Act (Arbeidstijdenwet) and must provide for workable blocks of identifiable free time while taking into account both your and ING's interests. The CLA parties stress that neither the Flexible Working Act (Wfw) nor the concept of time and location-independent working at ING confer a right to work from home. It is important to determine with your team and your lead whether the nature of the work provides scope for this and if so, how much.

However, it is also important that you can enjoy your leisure time undisturbed and have time to relax after work. The basic principle is that you have a say in the hours for which you are available for work. You are entitled to be unreachable outside the agreed working hours. In special circumstances, however, it may be necessary for you to be reachable outside the agreed working hours. If such a situation arises, you and your lead should make arrangements for this.

#### 5.3 Working hours

#### 5.3.1 Your working hours

At ING you have an average contractual 36-hour full-time working week. This equates to 1,872 hours per year. You can work more or fewer than 36 hours a week but no more than 40 hours a week or 2,080 hours a year. If you work more or fewer than 36 hours per week on average, your monthly salary will be prorated to your working hours.

#### 5.3.2 Working more or fewer hours?

The Flexible Working Act (Wet flexibel werken) applies to requests to work more or fewer hours. If you want to change the number of hours you work, you should submit

a written request to your lead. Following your request, you and your lead will discuss the starting time, number of hours and how they are divided over the week. If your lead rejects your request, this will be done in writing stating reasons in accordance with the Flexible Working Act.

Your lead can also ask you to work fewer hours or more hours (but no more than 40 hours a week), and will discuss this with you. You and your lead should take each other's interests into consideration, as well as those of your colleagues and ING. If you are unable to reach an agreement together, you as the employee will have the final say.

#### 5.4 Your work and working times

#### 5.4.1 Work pattern and variable working times

You, your team and your lead will discuss your work pattern (i.e. the average number of hours you work a week and how they are divided among the working days) and your working times (when your working day starts and ends). If you are unable to agree on the work pattern or the starting and finishing times of your working day, the reasoned position of your lead will be the deciding factor within the framework set out in section 5.2 above. In some cases, longer opening hours may be needed, for example to ensure that ING is more accessible to its customers. Or the amount of work expected in the course of a year may fluctuate. Your lead knows when your department needs to be fully staffed and accessible. Based on this knowledge, they will make arrangements with you about your weekly working hours, flexible working times and time and location-independent ways of working.

#### 5.4.2 Work schedule

If necessary, your working times will be recorded in short-term or long-term work schedules. Collective work schedules can be established for ING units in accordance with Article 27 section 1 of the Works Council Act (WOR). A work schedule states which teams or departments it applies to, determines how the schedules are made and records the rosters, variable working times and hours worked above or under the average contractual working hours.

The regular working times are from Monday to Saturday. If you are scheduled to work Saturdays between 8.00 a.m. and 5.00 p.m. and this is in keeping with your contractual working hours, you will receive 25% extra for each hour worked on Saturday, unless the hours are overtime as referred to in section 5.5.

#### 5.4.3. Shift work

If you work in shifts, you work according to a fixed schedule outside regular working hours. There are three kinds of shift work:

- Continuous full shift: you work in a department that is open all week, day and night.
- Semi-continuous full shift: you work in a department that is open five days a week, day and night.
- Changed working hours: your working hours differ from regular working hours.

For more information, see Appendix 4 - Shift work.

#### 5.5 Overtime

#### 5.5.1 Definition of overtime

In principle, the CLA parties consider weekdays until 9.00 p.m. and Saturdays until 5.00 p.m. to be regular working times and working days. If, at the request of ING, you occasionally work longer than your regular working times but within the rules set out in the Working Hours Act (Arbeidstijdenwet), this is considered to be overtime. If a work schedule with a divergent number of hours applies to you (see section 5.3.2 above), it will state when the balance of hours worked relates to overtime. You only receive payment for overtime if your job is classified in job grade 10 or lower.

#### 5.5.2 Overtime pay

- Mondays to Fridays until 9 p.m.: 125% of your hourly wage.
- Mondays to Fridays from 9 p.m. to 7 a.m.: 150% of your hourly wage.
- Saturdays until 5 p.m.: 150% of your hourly wage.
- Saturdays after 5 p.m.: 200% of your hourly wage.
- Sundays or official public holidays: 200% of your hourly wage.



#### 5.6 Public holidays

You are entitled to one paid day off on official holidays. This is on the condition that your activities allow for you to take the day off.

Official public holidays:

- New Year's Day
- Easter Sunday and Easter Monday
- Ascension Day
- Whit Sunday and Whit Monday
- Christmas Day and Boxing Day
- King's Day
- Liberation Day: once every five years on 5 May (next official holiday in 2025).

#### 5.6.1 Collective days off

We have agreed that employees covered by the CLA should have two collective days off, in addition to the existing leave days. The idea is that on these days we should all really be able to get some rest and/or devote time to our own vitality. For our employees who work in the call centre or in offices that are open on these dates, this extra free time will be scheduled on other days in consultation with them.

From 2022 onwards, the collective days off are 5 May and 27 December. If the day in question falls on a weekend, or in the case of 5 May in a year in which Liberation Day is celebrated (see above), 1 May will be an alternative for 5 May and the first working day after Christmas an alternative for 27 December.

#### 5.6.2 Diversity days

Many people from different backgrounds work at ING and we are proud of that. This also includes various rituals and important holidays such as Divali or Eid al-Fitr. We want everyone to be able to be themselves and that also means that you can celebrate the days that are important to you. Per calendar year you can take 1.5 days of paid leave and 1.5 days of unpaid leave on (religious) holidays that are important to you. The CLA parties wish to stress in this way the importance of diversity within the organisation.

#### 5.7 Holiday

#### 5.7.1 Number of holiday hours

Based on an average 36-hour working week, you are entitled to a total of 194.4 hours' paid holiday a year. Of these hours, 144 are regarded as statutory hours' holiday and 50.4 as non-statutory hours' holiday. Depending on whether you work more or less than this on average per week, the number of hours' holiday is adjusted proportionally. If you enter or leave ING's employment during a calendar year, your holiday entitlement is adjusted proportionally.

If you were employed by ING in 2007 and had more holiday entitlement than stated above, this guaranteed entitlement will be added to your annual number of hours' holiday. If your average contractual working hours are adjusted, the guaranteed hours are adjusted proportionally.

#### 5.7.2 Lapse of holiday entitlement

Holiday entitlement will lapse as follows:

- One year after entitlement arises in the case of statutory hours' holiday/leave.
- Five years after entitlement arises in the case of non-statutory hours' holiday.

#### 5.7.3 Mandatory uptake of holiday entitlement

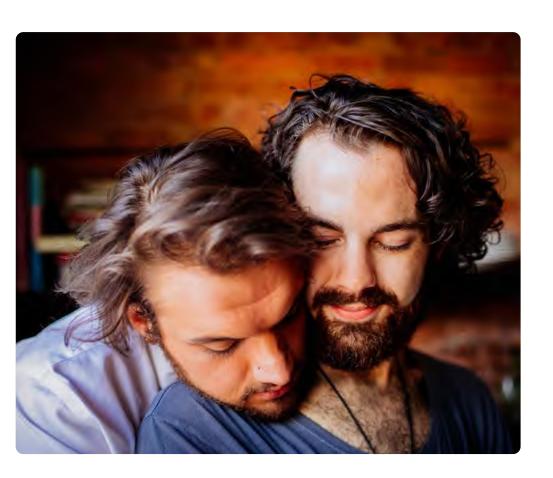
The management of your business unit can assign one day per calendar year on which you must take holiday entitlement. This requires the approval of the works council of your business unit.

#### 5.7.4 Scheduling of holiday hours

It is up to you to decide when and how many hours' holiday you take. The number of hours' holiday and when you take them are matters to be decided by you, your team and your lead together in consultation.

#### 5.7.5 Occupational disability

If you are ill or occupationally disabled, the same rules apply to accruing, taking and registering holiday entitlement as the rules that apply for colleagues who are not sick or occupationally disabled.



#### 5.8 Special leave

ING complies with the Work and Care Act (Wet arbeid en zorg), including the provisions governing the types of leave specified in the Act, as well as the associated provisions that relate to the duration of leave and possible retention of salary. ING's parental, pregnancy, maternity, adoption and partner leave schemes are more generous than the statutory schemes. On top of that, ING is introducing leave for gender-transitioning employees.

#### **Transition leave**

Transition leave will always be customised to the specific case. Everyone is different and will experience gender transition differently. Also, gender transition is generally a process spanning multiple years. In consultation with HR and your lead, you will be offered a solution that is right for you. The minimum leave offered will be 24 weeks over 10 years, based on recommendations by Transgender Netwerk Nederland (Netherlands Transgender Network).

#### Extended maternity leave

On top of the statutory scheme, you will be able to extend your maternity leave by eight calendar weeks from 1 July 2023. You can only take this leave extension immediately after your statutory maternity leave and as eight consecutive weeks.

#### Fully paid partner leave

New parents who are not entitled to maternity leave or adoption leave have a right to partner leave. ING allows employees six weeks of fully paid partner leave. Moreover, employees have the opportunity to take three months of unpaid leave immediately afterwards. See the partner leave scheme, which has been included in appendix 3 to this CLA.

#### Parental leave

ING and the trade unions wish to support young parents. We have agreed that from 1 July 2023 employees covered by the CLA will be entitled to continue receiving 100% of their daily wage (based on the statutory maximum daily wage) for nine weeks of the existing parental leave. This agreement is in addition to the existing parental leave scheme (and as long as your child has not reached the age of 12 years). You can read the full scheme in Appendix 3 to the CLA.

#### **Bereavement leave**

It takes time to come to terms with the loss of a loved one. Much energy and attention must be devoted to providing a supportive and flexible environment. To support employees who come under the CLA and have to cope with such a loss, we offer bereavement leave tailored to the needs of the employee concerned, with a minimum paid leave of five days.

#### **Exceptional leave**

You can request exceptional leave if you believe that the circumstances warrant this. Check ING Today to find out when this is possible. If a statutory or other arrangement does not provide for the particular circumstances, you should discuss this with your lead. Together you can decide whether you will be given leave for this and, if so, how much. ING also has an Unpaid Leave Scheme, which you can find on ING Today.

For information on all leave schemes, see ING Today.

# 6 My vitality



- 6.1 Shared responsibility for achieving the right balance
- 6.2 Policy on occupational health & safety and sickness absence
- 6.3 Sickness absence and implications for income
- 6.4 Occupational disability and implications for your employment contract
- 6.5 Supplements to occupational disability benefit



#### 6.1 Shared responsibility for achieving the right balance

You and your lead share responsibility for your sustainable employability. Your employability is determined not only by your development opportunities but also by your vitality, health and working conditions. You, together with your team and lead, create the right balance between your goals and those of the organisation. You ensure that you have a healthy work-life balance and take action if needed. To help each other do this, you can expect your lead and team to be alert as well.

#### 6.2 Policy on occupational health & safety and sickness absence

#### 6.2.1 Vitality and health

ING and the trade unions aim to achieve the best possible working conditions. We do this not only by creating a good work environment, but also by finding solutions for sickness absence and occupational disability and by promoting your health and vitality. Prevention, alerts, supervision in the event of sickness absence and reintegration help us do this.

With the help of risk assessments and evaluations and health & safety action plans, ING identifies risks relating to work and the work environment in a timely manner and takes organisational measures to manage them.

At the level of individual employees, ING offers all employees, including temporary workers who have been employed for more than six months, the following services:

- A voluntary health check once every 2 years.
- A periodic work pressure assessment.

ING also undertakes structural activities and conducts awareness and activation campaigns to maintain or improve your vitality and health. We offer a broad range of support products and services, such as a help desk for informal carers, exercise routines on the My Vitality platform, and individual lifestyle coaching.

You can read more about this on ING Today.

#### 6.2.2 Sickness absence and reintegration

The CLA parties want all employees to be able to work well, both now and in the future. Under the Eligibility for Permanent Invalidity Benefit (Restrictions) Act (Wet Verbetering Poortwachter), you and your lead are jointly responsible for ensuring that you can return to work. Together you draw up a plan of action and ING makes every effort to get you back to work as quickly as possible and provides you with adequate opportunities. These might include temporarily performing a different task or job. The Vitality team provides support along the way.

#### 6.3 Sickness absence and implications for income

It may be that you are unable to work full-time or part-time due to sickness, pregnancy or childbirth. If you are sick, the rules governing recovery and reintegration after sickness based on the Eligibility for Permanent Invalidity Benefit (Restrictions) Act (Wet Verbetering Poortwachter) apply. These rules have been drawn up in consultation with the works council and can be found on ING Today. Reintegration efforts are rewarded, but your income when you are ill or occupationally disabled will never exceed the income you would earn if this were not the case.

If you are sick, you will be paid the following for the hours you do not work:

- In the first year of sickness: 100% of your personal monthly salary.
- In the second year of sickness: 90% of your personal monthly salary if you have complied with the rules and regulations in the first year of sickness. This will be assessed by your lead in consultation with the occupational health service no later than the end of the first 52 weeks after you reported sick. If your lead is of the opinion that you have not complied sufficiently with the rules and regulations, your lead will ask the occupational health service to check this. If the occupational health service is also of the opinion that you have not complied sufficiently with the rules and regulations, you will be paid 70% of your personal monthly salary. Your lead will request this by submitting a ticket.
- No later than after the second year of sickness, your lead will assess whether you have reached the maximum attainable reintegration level. If this is the case, you will receive an amount for the hours you did not work of 10% of your personal monthly salary, with retroactive effect for the second year of illness.

#### 6.4 Occupational disability and implications for your employment contract

You must submit an application to the Dutch employee insurance agency (UWV) based on the Work and Income (Capacity for Work) Act (WIA) in a timely manner if you do not expect to have fully recovered by the end of your second year of sickness. The extent of your occupational disability depends on the income that you can still earn from work, i.e. your residual earning capacity. This is determined by the UWV.

The basic principle is, therefore, that a job is sought in which you can make maximum use of your residual earning capacity. If needed, ING can offer you additional training or a refresher course for this.

Your situation is evaluated annually by your lead and the company doctor and, if necessary, a reassessment of your occupational disability under the WIA is requested.

- If you are partially occupationally disabled (35-80% under the Return to Work for Partially Disabled Persons Regulations (WGA)), you will, in principle, continue to be employed by ING, unless the Social Plan applies.
- If you are fully but not permanently occupationally disabled (80-100% under the WGA), you will, in principle, remain employed by ING, unless:
- You decide in consultation with your lead that it would be better if you left ING. In that case, you and your lead will discuss the terms of your leaving and possible severance pay.
- The Social Plan applies to your area within the organisation, in which case you will have the opportunity to make use of its redundancy provisions, such as termination of your employment contract with severance pay.
- If you are fully and permanently occupationally disabled under the Full Invalidity Benefit Scheme (IVA), your employment will, in principle, be terminated.

Employees who leave the organisation with a degree of occupational disability that is lower than 80% and/or a low residual earning capacity, receive additional help from specialised agencies to find suitable work.

#### 6.5 Supplements to occupational disability benefit

#### 6.5.1 Right to WAO benefits and still in service

You will receive a supplement to your benefits under the Dutch Invalidity Insurance Act (WAO) in the form of a reduction in your personal monthly salary according to the following table:

Degree of occupational disability	Reduction
less than 15%	0%
15% to 25%	5%
25% to 35%	7,5%
35% to 45%	10%
45% to 55%	12,5%
55% to 65%	15%
65% to 80%	18%
80% or more	25%

#### 6.5.2 Right to WGA benefits and still in service

If you are receiving a pay-related benefit under the Return to Work for Partially Disabled Persons Regulations (WGA), ING pays you a supplement amounting to 75% of the difference between your original personal monthly salary and your new personal monthly salary. This supplement includes your benefit under the aforementioned regulations. In this context, original personal monthly salary means the personal monthly salary you would have received on the first day of the third year of illness had you not been occupationally disabled. New personal monthly salary means the personal monthly salary you earn by working (partially) again.

If you receive a WGA wage supplement or follow-up benefits, there are three possibilities:

- 1. Your new personal monthly salary is equal to or higher than your residual earning capacity: you will receive a supplement of 75% of the difference between your original personal monthly salary and your new personal monthly salary. This supplement includes your benefit under the aforementioned regulations.
- 2. Your new personal monthly salary is equal to or higher than 50% of your residual earning capacity but lower than the residual earning capacity: you will be

supplemented 75% of the difference between your original personal monthly salary and your residual earning capacity. This supplement includes your benefit under the aforementioned regulations.

3. Your new personal monthly salary is less than 50% of your residual earning capacity or you do not yet have a job that allows you to use all or part of your residual earning capacity as assessed:

you are supplemented 75% of the difference between your original personal monthly salary and your residual earning capacity, plus an additional supplement equal to the difference between 50% of your residual earning capacity and your new personal monthly salary. This supplement includes your benefit under the aforementioned regulations.

If you refuse to accept a job that allows you to use part of your residual earning capacity, you will not receive a supplement.

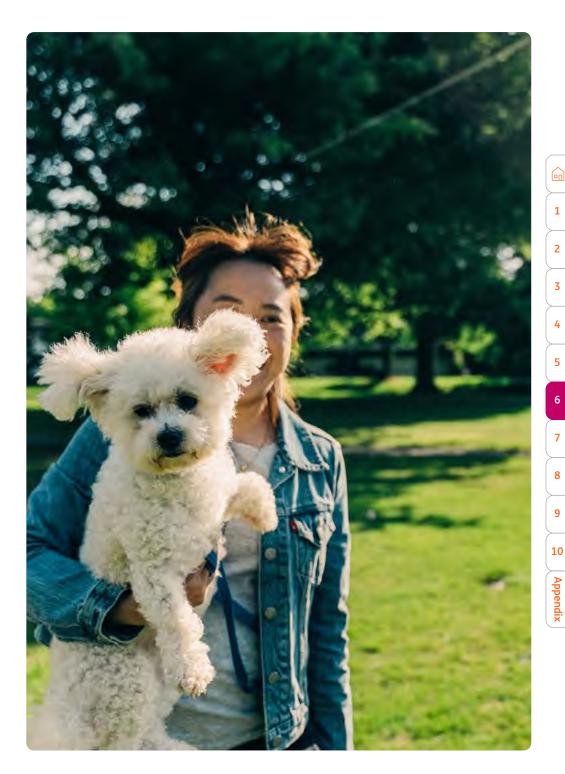
### 6.5.3 Sick since 1 January 2006 and no right to WGA benefits because you are less than 35% occupationally disabled and still in service

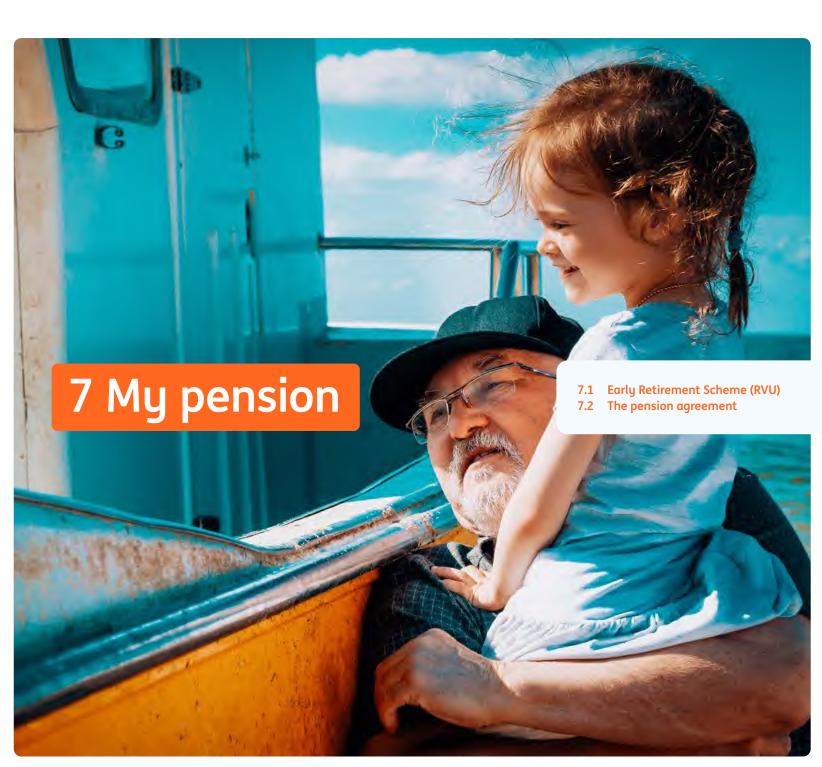
If your new personal monthly salary is lower than your original personal monthly salary, you will receive the following supplement to your new personal monthly salary for up to three years:

- 75% of the difference between your original and your new personal monthly salary in the first year in which you are occupationally disabled.
- 50% of the difference between your original and your new personal monthly salary in the second year in which you are occupationally disabled.
- 25% of the difference between your original and your new personal monthly salary in the third year in which you are occupationally disabled.

You can find more information in Appendix 5, Legislation and regulations in the event of illness and occupational disability.

ING is a party to the collective CLA for private supplementary WW and WGA (PAWW) benefits. This collective CLA aims to maintain the right to benefits (with respect to the level and duration of statutory unemployment benefits and WGA benefits) as much as possible by means of a private supplement to the WW and WGA benefits. Each employee pays a monthly premium as a PAWW contribution by way of deduction from the gross salary. ING will assume responsibility for paying this premium from 1 October 2021 onwards.





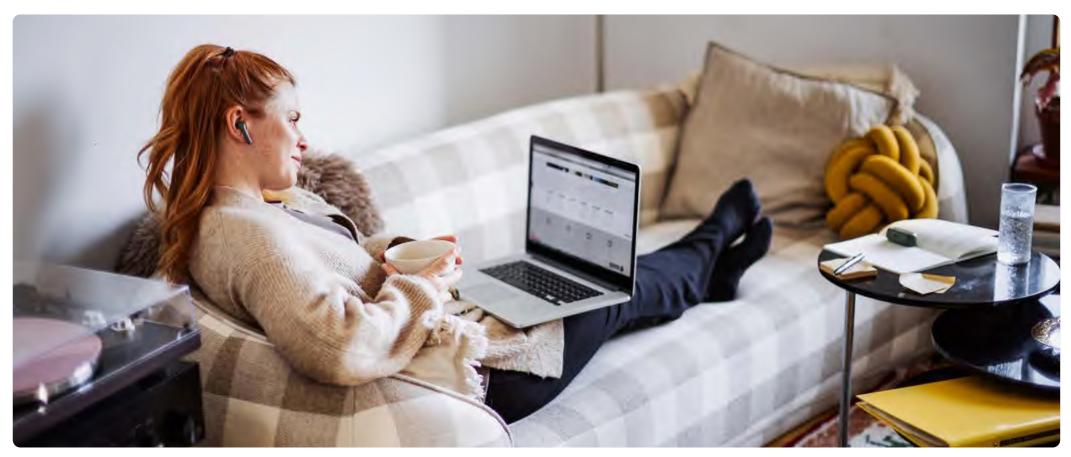
#### 7.1 Early Retirement Scheme (RVU)

ING and the trade unions feel responsible for ensuring that everyone can reach their retirement in good health. With this in mind, we offer employees who are within three years of reaching the state pension date the opportunity to make use of the broadened scope of the Early Retirement Scheme (RVU), as provided for in the Lump Sum Payment, Early Retirement and Leave Savings Scheme Act (Wet bedrag ineens, RVU en verlofsparen). By participating in the Early Retirement Scheme (RVU) you can stop working sooner and you take (early) retirement. The RVU scheme supports ING's internal advancement policy. The details of this scheme can be found in Appendix 6 to the CLA and on ING Today.

#### 7.2 The pension agreement

Pensions are about future income, for which ING and trade unions have made arrangements. These arrangements are recorded in a pension agreement, as referred to in the Pension Act (Pensioenwet). This pension agreement contains the schemes that apply to you.

On 29 November 2022, ING Bank Personeel B.V. and the CNV Vakmensen, FNV Finance and De Unie trade unions agreed to renew the current pension agreement, which is set to expire on 31 December 2023, to 31 December 2027, with the intention to seal a new pension agreement as soon as necessary that guarantees that the current pension agreement does not go over the tax threshold when the Future of Pensions Act (Wet Toekomst Pensioenen) enters into force. The renewed pension agreement will be registered as a separate CLA and will therefore not be part of this CLA. The full text is available on ING Today.





# 8 CLA parties

- 8.1 Interpreting the CLA
- Information and consultation in the event of a reorganisation 8.2
- Trade union representation 8.3
- Facilities for trade unions 8.4
- Employer contribution to trade unions 8.5
- 8.6 Reimbursement of Employment Security Committee and engagement of consultants

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Appendix



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#### 8.1 Interpreting the CLA

Interpreting the provisions of the CLA is a matter reserved to the CLA parties. They will consult each other if any difference of interpretation arises between them. If no agreement is reached, a CLA committee will mediate. This committee will be set up by the CLA parties and have an independent chair. ING and the trade unions each appoint one member. The members of the committee together appoint a third committee member to chair the committee. The committee hears the parties and tries to get them to find a solution together. If this is unsuccessful, the committee decides. The committee makes decisions based on a majority of votes and arranges its own procedures.

#### 8.2 Information and consultation in the event of a reorganisation

#### 8.2.1 Information

Proposed decisions by ING with regard to major reorganisations can have a substantial impact on jobs or employment conditions. ING will inform the trade unions and the relevant works council simultaneously and in the same way about the motives behind decisions for major reorganisations and the expected social consequences for employees.

#### 8.2.2 Confidentiality

Information provided by ING or the trade unions will be treated confidentially if the party supplying it requests such confidentiality on reasonable grounds. This information will only be disclosed with the consent of all discussion partners.

#### 8.2.3 Social Plan and Transitional Work Plan

All measures intended to ensure that a reorganisation is managed properly in social terms are laid down in a Social Plan, which is agreed with the trade unions. This also includes provisions to prevent, mitigate or eliminate any adverse consequences for employees.

The tasks and responsibilities of the various parties and the social conditions for sourcing and sales processes are set out in the Transitional Work Plan.

#### 8.3 Trade union representation

ING believes that good representation by the trade unions is also in the interest of the organisation as a whole and therefore encourages that representation by:

- Reimbursing the costs of a one-year membership of one of the trade unions involved, i.e. FNV Finance, CNV Vakmensen and De Unie, for employees who are not yet members of one of these trade unions. During the term of the CLA, such employees will receive an offer for this at a time to be set; employees who are already members of one of these unions can arrange for payment of their union contribution, with tax relief, through My Benefits Budget.
- The CLA parties will discuss day-to-day business and new initiatives in the regularly scheduled meetings throughout the term of the CLA and evaluate the effects of their efforts.
- Fixing the contribution to national trade union projects (e.g. for informal care) and international solidarity at €60,000 for the two trade unions jointly in 2023-2024.
- Actively promoting the 'Month of the Trade Union'.

### 8.4 Facilities for trade unions and members with special duties or responsibilities

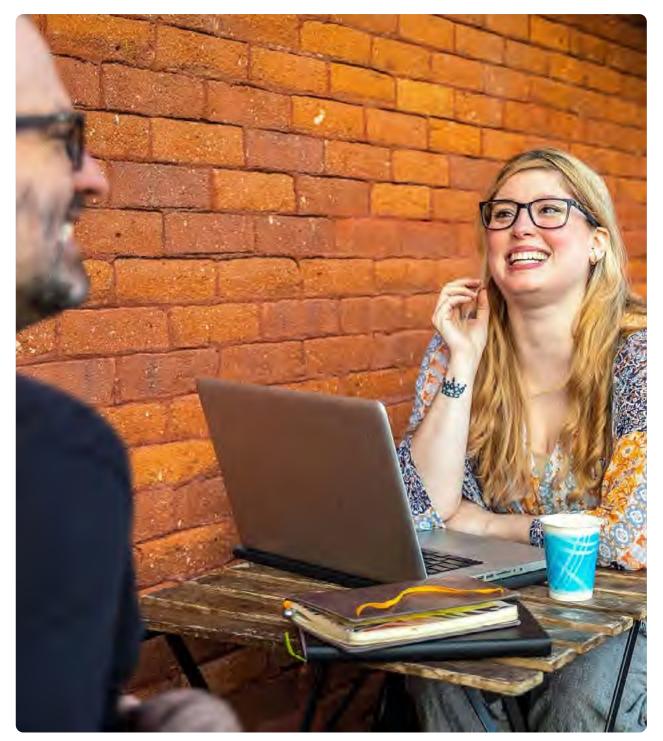
In consultation with ING, the trade unions can use ING facilities such as meeting rooms and communication facilities.

If you wish to perform special tasks or take part in negotiations as a union official at the request of the trade union and with the consent of ING, you will be given the opportunity to do so and be exempt from your work duties while doing so.

#### Guidelines

- You are entitled to be exempted from your work duties to attend meetings of your trade union, in principle up to ten days per calendar year. If necessary, they may be taken as half days. These days are independent of the days in which you are present as a union official when negotiating a CLA or Social Plan.
- You are also entitled to exemption from work to follow courses organised by or on behalf of the trade unions. In principle, a maximum of six days per calendar year applies for this.

Within the context of the mature employment relationship, the CLA parties assume that you will consult with your lead on these exemptions. You will keep your lead informed about your work for the trade union and any developments that occur, in both the short and the longer term.



Trade union executives can arrange to be represented by trade union officials. If extra demands are made of trade union executives and it transpires that the exemptions referred to above provide insufficient scope to perform trade union activities, the CLA parties will consult on this before the activities commence and, if necessary, adopt a customised solution.

#### 8.5 Employer contribution to trade unions

During the term of the 2023-2024 CLA, ING will pay a representation contribution to the joint trade unions of  $\in$ 22 per employee. This amount will be paid annually in August. The reference date for determining the number of employees is 31 January of each year.

#### 8.6 Reimbursement of Employment Security Committee and engagement of consultants

During the term of the 2023-2024 ING CLA, ING will make available to the collective trade unions involved in the CLA a total of  $\leq 10,000$  per year to attend the meetings of the Employment Security Committee and engage consultants, provided that an invoice is submitted. This condition also applies to any reimbursement for study activities. 

### 9 ING's and

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Appendix

- 9.1 Good temporary staffing practices
- 9.2 Development of employment
- 9.3 Work-related costs scheme
- 9.4 Unlimited leave pilot (Flexible leave)

# shared vision

The CLA parties have adopted a shared view on the matters listed below.

#### 9.1 Good temporary staffing practices

#### 9.1.1. The Code of Practice

In our CLA and associated schemes, we continue to draw attention to the philosophy of the Code of Practice, whereby our aim is to ensure equal treatment of internal and external employees.

#### 9.1.2 Arrangements regarding temporary staff

The following arrangements with respect to staffing scales are applied for our temporary staff through the employment agencies:

- One-off prorated payment of €2,000
- Collective salary increase in July 2023 and July 2024
- Prospects for everyone growth for the future by expanding the salary scales, including for temporary staff
- Home working allowance
- Business kilometre allowance.

#### 9.1.3 Working responsibly with sourcing and contract partners

ING and the trade unions agree that as of 1 January 2024, or after the expiry of existing contracts, sourcing activities within the Netherlands will be carried out by contract partners with a progressive and socially responsible CLA that has been concluded with and signed by at least two trade unions represented in the Labour Foundation (Stichting van de Arbeid). This CLA of the contract partners must do justice to all employees and include agreements about, among other things:

- Occupational disability
- Pension
- (Minimum) wage
- Occupational health and safety and vitality (at the office and when working from home)

#### 9.2 Development of employment

The CLA parties agreed in the previous CLA that they aim to have a ratio of 80%-20% between permanent employees and flexible employees within ING by the end of 2022. This ratio has been achieved and this target will also be maintained after 2022. The CLA parties agree that progress and the possibilities for achieving this will be discussed periodically. Ways to achieve this are making employment more sustainable (initially for employees with an ING contract, but also for employees who now work as temporary/self-employed workers at ING) and reducing the number of temporary/ self-employed workers. The CLA parties will monitor the quantitative and qualitative development of employment within ING (intra-concern).

#### 9.3 Work-related costs scheme

The parties meeting as a tripartite body (trade unions, works council and employer) will continue to work together to make the best possible use of the tax-free margin for employees, in accordance with the work-related costs scheme.

#### 9.4 Unlimited leave pilot (Flexible leave)

The Unlimited leave pilot (Flexible leave) from the 2021-2022 CLA has been terminated at the trade unions' request. The CLA parties have agreed that Unlimited leave will not be implemented.



#### Working hours

The full-time working week is on average 36 hours a week. You can work more or fewer than an average of 36 hours a week, but no more than an average of 40 hours a week.

The average number of hours you work per week and have agreed with your lead is called your average working hours.

#### **Business unit**

The organisational unit of ING where you work.

#### Competencies

A competency is a combination of knowledge, skills and behaviour that enables you to perform successfully in a certain job.

#### Job grade

The grade associated with your job.

#### Monthly salary

The salary that you are paid each month according to your salary scale based on your average working hours.

#### Employee

Someone employed by ING who is classified at a job grade between 1 and 15.

#### Lead

Your direct supervisor who can exercise certain authority over you on behalf of ING.

#### Salary scale minimum

The minimum salary in your salary scale. This equates to 70% of the maximum salary within your salary scale.

#### Personal monthly salary

Your monthly salary plus any personal allowances.

#### Personal allowances

A supplement on top of your monthly salary. You are entitled to this if a scheme applies to you that exceeds the maximum salary in your salary scale. For each allowance, the CLA parties will determine whether structural salary adjustments apply and whether these are part of the pensionable earnings.

#### Salary scale

The scale that forms the basis of your salary.

#### Hourly wage

Twelve times your monthly salary divided by [52 x your average working hours].

#### Work pattern

The breakdown of your average working hours per week over the working days.

#### Employer

ING Bank Personeel B.V. whose objective is to:

- a. Hire employees for either an indefinite or a fixed term for ING Bank N.V. and its subsidiaries registered in the Netherlands.
- b. Employ the persons referred to in (a) at ING Bank N.V. and its subsidiaries registered in the Netherlands.
- c. Do everything that may be necessary, useful or desirable, including entering into CLAs with respect to the employees referred to in (a), joining employer organisations, and entering into agreements for the delivery of goods and services by or for the employees referred to in (a).

# 2023 - 2024

# appendices to

the CLA

#### Appendix 1 - Salary scales 1 to 15 Appendix 2 - Performance management framework Appendix 3 - Leave schemes Appendix 4 - Shift work Appendix 5 - Legislation and regulations in the event of illness and occupational disability Appendix 6 - Early Retirement Scheme (RVU)

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ING salary scales 1 to 15, gross in euros based on a 36-hour working week. ING has discretionary power for salary scales 13 to 15. If the statutory minimum wage is increased, ING's salary scales will automatically

be adjusted to ensure continued compliance with statutory requirements.

Salary scale As of 1 July 2023	Minimum	Median	Maximum
2	2,011.78	2,442.28	2,872.78
3	2,011.78	2,551.37	3,090.96
4	2,011.78	2,688.49	3,365.20
5	2,139.70	2,894.96	3,650.23
6	2,369.41	3,186.51	4,003.61
7	2,633.03	3,521.13	4,409.24
8	3,080.45	4,089.02	5,097.59
9	3,571.82	4,712.65	5,853.48
10	4,240.43	5,561.30	6,882.16
11	5,060.26	6,601.81	8,143.37
12	5,996.45	7,790.08	9,583.72
13	6,917.71	8,959.35	11,000.99
14	8,142.73	10,514.22	12,885.70
15	9,585.10	12,344.89	15,104.68

\* The minimum salary for salary scales 2, 3 and 4 has been adjusted to ensure at least the statutory minimum wage is paid.

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# Performance manageme framework for 2023

#### 2.1 Ongoing performance dialogue

Appendix 2

Performance management is based on a mature employment relationship in which you, your lead, your team, other colleagues and clients perform better together on the basis of mutual trust and commitment and in which the Orange Code conduct is visible. You grow, both individually and as a team, by requesting, giving and receiving feedback and through regular performance dialogue.

#### 2.2 Job, Orange Code and Stretch ambitions

The framework consists of three dimensions in respect of which separate agreements are made. Each dimension is assessed separately. Personal development and the realisation of company objectives weigh the same in this respect.

**Job:** in this section you record what can be expected of you in your job or role. This regards both your results and development in your job or role. You can make these agreements based on job descriptions, documents in the strategic planning cycle, your competencies, the development of craftsmanship, etc. Team agreements and your individual contribution to the team are also a part of this dimension.

**Orange Code:** the values and conduct of the Orange Code make the corporate culture colourful. As an employee, you make one or more agreements about this that encourage you to help expand the depth and breadth of the corporate culture. It goes without saying that this is done within the context and the possibilities that apply for you.

**Stretch ambitions:** in this section, you pinpoint at least one and no more than three ambitions that are important and challenging for you. An ambition should be truly challenging, not easy to achieve and should make a difference within the context of your work. Working to achieve these ambitions means working at the limits of your comfort zone. A stretch ambition may relate to a targeted result or a development. Stretch ambitions can also be drawn up at team level. In that case, we assume that each team member commits to the stated ambition.

#### 2.3 Fixed process steps while retaining flexibility

There are several formal moments each year in the performance management process in which leads and employees make agreements and conduct a review. At the start of the performance year, goals are discussed and established (target setting). A mid-year review takes place in the middle of the year and a year-end review at the end of the year.

Ongoing performance dialogue takes place between these review moments, during which it is possible to adjust agreements, perform an interim review and to request, give and receive feedback. The term of the agreements is flexible and is suited to your business unit.

#### 2.4 Validation sessions

Validation sessions are held to validate the quality of the targets set and to safeguard consistency in the review process. The timing of these sessions is linked to the formal moments in the performance management process. Validation sessions can take place in teams if this fits within the organisational context. Validation sessions between leads (horizontal validation) and separately or together with the lead's lead (vertical validation) are a recurring part of the performance management process.

#### 2.5 Target setting/frameworks for agreements

We consider the interests of all parties when making the agreements, first and foremost the interests of our customers and employees. The following applies for all agreements:

- They may concern the quality or quantity of your work, or your personal development.
- They can vary in duration and number within a performance year. It is important that the agreements are given focus and priority, therefore keeping the number of agreements limited and manageable.
- They may not encourage high-risk behaviour.
- They are phrased in such a way that you and your lead understand clearly what is expected of you.
- Additional requirements apply for audit positions based on European directives and Dutch laws and regulations.

#### 2.6 Mid-year review

The mid-year review is used to provide your own input and discuss your progress, feedback and recommended development activities with your lead. It is also the time when topics are addressed that are important for your performance. A qualitative mid-year review of the three performance management dimensions is always a part of this. Furthermore, new agreements can be made and existing agreements modified. The new and/or modified agreements are recorded in Workday.

#### 2.7 Year-end review

Regular performance dialogue sessions held throughout the year in which you receive feedback on your performance and conduct from your team members, clients, lead(s), customers and other colleagues, give you a good idea of your development and results. You can record relevant matters from these dialogue sessions and information that affects your performance throughout the year in Workday. These matters are also included as your own input in your year-end review.

Teams that make agreements about team results can assess these agreements themselves. The team's review of your contribution to the team agreements (which are included in your personal targets) is included in your year-end review.

The year-end review of the three separate dimensions is made based on this input. Each dimension is given one qualification. Leads ask for the input of at least three of the employees they manage for their year-end review.

If your lead is unable to review you due to circumstances, you will be given the qualification 'Unable to rate' for all three dimensions. Your performance is always considered within the context of compliance rules and the ING General Code of Conduct.

You will receive your year-end review form in Workday at least two days before your interview. After the interview, your lead will add any relevant information based on the interview. You will then receive the form again and sign it digitally if you agree with the content. In the event that you do not agree with what has been recorded, you must contact your lead and explain why you do not agree. A meeting will subsequently take place with your lead based on these comments.

The year-end review must be competed in Workday in order to participate in the salary increase process. If the year-end review form has not been signed to acknowledge that you have read it, the year-end review will not be completed in Workday.

#### 2.8 Objections

If this meeting does not produce the desired result, you can turn to your next, more senior, lead. You can also contact an employee relations consultant for advice. If this does not lead to a solution, you can consider filing a complaint with the Individual Right of Complaint Committee. You can find more information on ING Today.

#### 2.9 Exceptional circumstances

A change in your situation might affect your performance and the mid-year review and/or year-end review, for instance:

- You or your lead get another job or move to another department.
- Your contracted hours change.
- You are absent for a long period of time.
- You are partially occupationally disabled.
- You are made redundant.

The required process steps for performance management in the event of exceptional circumstances, which are part of this CLA, can be found on ING Today.



#### 3.1 Partner leave

#### 3.1.1 Purpose of scheme

The parties to the CLA want to enable employees to get off to a good start with their family and to make it possible (financially) for everyone to take additional partner leave. In addition to the statutory regulations, ING supplements the employee's income up to 100% of their personal salary during additional partner leave.

#### 3.1.2. Eligibility

You are eligible for partner leave if you meet the following conditions.

- 1. You are the mother's partner. This is the case if you:
  - are married to her;
  - are her registered partner;
  - cohabitate with her but are not married to her;
  - acknowledge her child.
- 2. You are on a permanent contract or a fixed-term contract at ING, come under the ING CLA and you work in the Netherlands.

#### 3.1.3 Period of leave

You may take six times your weekly personal working hours as paid partner leave. This does not have to be consecutively, although it is preferable in view of the purpose of the regulation. Partner leave must be taken in full working weeks and within six months of the birth of the child. The first week of partner leave must be taken within four weeks of the birth of the child.

You may make use of the Parental Leave Scheme after taking partner leave.

Public holidays are part of the partner leave if the holidays occur while taking partner leave.

#### 3.1.4 Requesting leave

You should discuss with your manager how and when you wish to take partner leave at least a month before the preferred date on which the partner leave would commence. The final leave dates are determined together with your manager after the birth of the child. ING Today explains how to request partner leave in Workday.

#### 3.1.5 Other

- A request for partner leave may not be refused by your manager. However, a different commencement date can be discussed on the grounds of urgent company or operational interests. A refusal of your desired commencement date must be communicated in writing and stating reasons within four weeks of the date of the request.
- Taking partner leave (in full or in part) is voluntary and not mandatory.
- All employment conditions remain unchanged during the period of paid partner leave.

#### 3.1.6 Changes

Consultation with the parties to the CLA will take place in advance of any change to these rules and regulations.

#### 3.2 Parental leave scheme

#### Purpose of scheme

The parental leave scheme is a temporary provision for paid and unpaid parental leave in which an employee can work fewer hours than contractually agreed for a certain period of time while maintaining their job. This scheme replaces the statutory regulations and does not complement it.

#### Eligibility

Employees are eligible for parental leave if they are employed by ING and work in the Netherlands.

#### 3.2.1 Conditions

You are eligible for the parental leave scheme if you meet the following conditions:

- You have a permanent or fixed-term contract.
- You have a relationship under family law with the child (or children) to be cared for or you live at the same address as the child (or children) and have taken on the care and upbringing on a permanent basis as if the child (or children) were your own.
- Your child (or children) are 12 years of age or younger.

#### 3.2.2 The leave scheme

You are entitled to parental leave up to a maximum of 26 times your stipulated working hours per week per child who has not yet reached the age of 13.

#### Examples:

- If you work 36 hours a week, the leave is 36 x 26 = 936 hours
- If you work 27 hours a week, the leave is 27 x 26 = 702 hours

You can take the leave full-time, staggered or part-time.

You can take the leave any way you wish on the condition that no important business interests exist that outweigh the way you wish to take the leave. To do so you and your manager consult on how the leave can be taken and make appropriate arrangements, taking into account the interests of you and your manager/team. You notify your manager in writing of your intention to take leave at least two months before the start of the leave, stating the period, the number of hours of leave per week and how they will be spread out throughout the week. Your manager can change the agreed way that the hours of leave are spread out throughout the week on the grounds of important reasons (serious organisational problems). This is subject to the condition that consultation is held with you first. A change in the desired way the leave hours are spread out cannot take place less than four weeks before the start of the leave.

Parental leave that has been requested and or granted can be changed in consultation with your manager or aborted on the basis of unforeseen circumstances, pregnancy, maternity or adoption leave. Entitlement to leave not taken is suspended.

#### 3.2.3 Paid and unpaid parental leave

The parental leave scheme makes a distinction between paid and unpaid leave.

During the first nine weeks of the 26-week parental leave period, you will receive over the hours that you do not work/take parental leave: 70% of your salary, a 13th month bonus, holiday allowance and individual savings contribution (BIS) as well as the market value allowance, together capped at 100% of the legally established maximum daily wage\*.

The nine weeks of paid parental leave are translated into the number of hours depending on your personal working hours. You can take the leave full-time, staggered or part-time, whereby the number of paid hours is spread out on a pro rata basis. For example:

- If you work 36 hours a week, the paid leave is  $36 \times 9 = 324$  hours.
- If you work 27 hours a week, the paid leave is  $27 \times 9 = 243$  hours.

During the remaining 17 weeks of the 26-week parental leave period you will not receive a salary, 13th month bonus, holiday allowance, individual savings contribution (BIS) or market value allowance for the hours you do not work/take parental leave. For example:

- If you work 36 hours a week, the unpaid leave is  $36 \times 17 = 612$  hours.
- If you work 27 hours a week, the unpaid leave is  $27 \times 17 = 459$  hours.

Any hours of paid parental leave not taken will not be paid out if you leave ING.

\*The statutory maximum daily wage is a limit that the Dutch employee insurance agency UWV sets twice a year (on 1 January and on 1 July of each calendar year) for the calculation of various benefits (WW, ZW, WAO, WIA, WAZO) for employees and former employees. The maximum daily wage from 1 January 2022 is € 256.54.

#### 3.2.4 Other terms and conditions of employment and/or expense allowances

- **Pension:** your pension will continue to be accrued in full during the period of parental leave based on your number of (contractually agreed) working hours prior to the parental leave. You continue to be responsible for paying the employee pension contribution.
- Holiday: holiday (in days/hours) is accrued in proportion to the number of hours worked on an annual basis.
- **Shift work:** shift work is paid in proportion to the number of hours worked in the past 12 months.
- **Travel allowance:** in the case of full-time parental leave, the transport card made available by ING may no longer be used one month after the start of the full-time parental leave, unless travel is required in the context of work. Failure to comply with this rule is considered to be acting in violation of this employee scheme.
- Car lease scheme: in the case of full-time leave, the car remains available for a
  maximum of 13 weeks on the same conditions. After 13 weeks of full-time leave,
  the entire lease amount will be charged to you. In the case of part-time leave of up
  to 50% of your working hours, the car remains available for the entire period on the
  same conditions. You are responsible for any tax consequences.
- **Standard lease amount:** the standard lease amount will no longer be paid out in the case of full-time leave longer than 13 consecutive weeks.
- **Personnel facilities:** insofar as you were entitled to participate in schemes for which personnel facilities apply, as included in the ING Group Personnel Facilities Scheme, this entitlement will continue to exist under the Personnel Facilities Scheme during the period of parental leave.

#### 3.2.5 Registration in Workday

Parental leave is divided into two types of leave in Workday:

- Paid parental leave
- Unpaid parental leave

Entitlement is automatically granted if your children are registered in Workday.

#### 3.2.7 Social insurance schemes

#### WIA

There are no consequences for the WIA insurance if your total period of leave does not exceed 18 months. In the case of full-time parental leave, no contribution is paid but the insurance remains in place.

Note: there may be negative consequences for your social insurance position in the event of leave longer than 18 months.

#### WW

There are no consequences for the WW insurance if your period of leave does not exceed 18 months. Parental leave is not taken into account when determining your social insurance position.

**Note:** there may be negative consequences for your social insurance position in the event of leave longer than 18 months.

#### Health insurance act

You are required to continue to take out health insurance. The nominal premium for basic insurance is paid to your health insurer. The income-based contribution is owed on your remaining income (this is also deducted if your leave is financed by the employee's life course savings balance).

#### 3.2.8 Occupational disability

#### Illness at the start of parental leave

If you are ill at the start of your leave, you can choose to suspend the leave.

#### Illness during parental leave

If you become ill during the period of part-time parental leave, you must report your sick date and recovery date in accordance with the standard procedure. During the period of illness, you have no right to the continued payment of wages for the hours of parental leave taken. Your parental leave is not automatically suspended due to illness, meaning that the period of parental leave remains unchanged.

If you become ill during the period of full-time parental leave and are still ill on the agreed date on which you are to resume work, ING has a wage payment obligation that is based on the salary that would apply if you had not been ill. The first day of illness is the agreed date of the resumption of work. If you become ill for a long time during the period of full-time parental leave, you must report this to your manager so that the reintegration process can be started in a timely manner.

In the case of a long-term illness that would entitle you to benefits under the WIA, the last salary received (which applied prior to parental leave) would serve as the basis for your WIA benefits.

#### 3.2.9 Changes

Consultations between the parties to the CLA will take place in advance of any change to this scheme.

#### 3.3 Corporate Social Responsibility

#### 3.3.1 Purpose of scheme

ING and the trade unions want employees to be actively involved in society (by volunteering). All employees who fall under the Dutch collective labour agreement (up to the age of 60) are given the opportunity to spend two working days a year sharing their valuable knowledge and skills at organisations within society or educational institutions, while retaining all employment conditions.

Employees aged 60 or older have the opportunity to share their knowledge and skills at social organisations one day a week, if they so wish, while maintaining employment conditions. It is important to ING that its older employees remain sharp and can share their knowledge and skills in society. Some inspiring suggestions can be found on ING Today.

You can be actively involved in organisations affiliated with the ING Netherlands Fund. ING has an active relationship with these organisations. You can also get involved with another organisation or CSR initiative in your area. When committing to another organisation, please note that it must fit within the following framework.

#### 3.3.2 Framework

Social organisations are organisations that meet the requirements set by the ING Netherlands Foundation. They:

- Must be in operation and registered (with the Chamber of Commerce) in the Netherlands.
- Must contribute to the common good and benefit of everyone or a group (of people) and not a specific individual.
- Must be of irreproachable behaviour.
- Must have a non-profit and/or non-commercial objective.
- May not be closed or private organisations.
- May not have an explicit political or religious profile.
- May not discriminate in terms of race, gender, religion, sexual orientation or origin.

## Appendix 4

## Shift work

#### 4.1 Shift work - general

#### 4.1.1 Definition

If you work in shifts, you work according to a fixed schedule outside regular working hours. There are three kinds of shift work:

- Continuous full shift: you work in a department that is open all week, day and night.
- Semi-continuous full shift: you work in a department that is open five days a week, day and night.
- Changed working hours: your working hours differ from regular working hours.

This section does not apply to employees who provide cleaning services.

#### 4.1.2 Compensation

If you work outside regular working hours, you are entitled to compensation. This compensation comprises a financial allowance, i.e. a shift allowance, and possibly an allowance in the form of time off. The compensation is calculated on the basis of a full schedule cycle based on a 36-hour working week. You can read more about this in sections 4.2, 4.3 and 4.4 in this appendix.

#### 4.1.3 Schedules

Your working hours are recorded in a schedule. Schedules are made for periods of at least three months. Your working hours are discussed with you well in advance, even if the schedule changes. ING aims to ensure that you have at least two consecutive days off a week. If these days off follow a night shift, the sleep time does not count as a day off. You are given a full overview of the department schedule, including basic principles and rules, as soon as the schedule has been made.

#### 4.1.4 Confirmation

If you do shift work you will receive written confirmation of:

- Your job and a short description of it.
- Your schedule and the applicable compensation or the compensation that has been agreed with you.
- The meal arrangements.

You will also be given a calculation of your total working hours and compensation based on the schedule cycle.

#### 4.1.5 Compelling interests

If there are any compelling organisational or social reasons, sections 4.3.2 and 4.4.2 may be derogated from once upon implementation by temporarily maintaining the schedule method. This once-only exception may apply to you as an employee or to the department as a whole.

#### 4.2 Allowance and compensation - general

#### 4.2.1 Compensation for public holidays

Under Article 5.6 of the ING CLA, a public holiday that does not fall on a Sunday and that does fall in your shift schedule will be treated as a Sunday. You will be paid a shift allowance for this and will be awarded an equal number of additional holiday hours.

If you work on a public holiday that falls on a Saturday or a Sunday, instead of the allowances in sections 4.3 and 4.4 you will be paid an allowance of 50% of your hourly wage on Saturday up to 5 p.m. On Saturday after 5 p.m. and on Sunday you will be paid an allowance of 150% of your hourly wage. If you work after 8 p.m. on New Year's Eve, you will be paid an allowance of 150%.

#### 4.2.2 Changed working times

If your working hours have changed, your shift allowance will be paid out fully in cash.

#### 4.2.3 Overtime

If you work in a continuous or semi-continuous full shift, you will in principle not do any overtime. However, if this is necessary by way of exception, the overtime will preferably be compensated in the form of time off. Article 5.5 of the ING CLA explains how the compensation for overtime is calculated. The hourly wage is derived from your personal monthly salary including your average shift allowance.

#### 4.2.4 Scheduled time off

Scheduled time off is weighted in accordance with the table in section 4.3.1.

#### 4.2.5 Base amount

The shift allowance is the base amount for:

- The holiday allowance under the ING CLA.
- Any benefits, see appendix 5.

#### 4.2.6 Meals

If you are unable to eat at home in the evening because you are working a shift, you can be reimbursed for this. Read more about this in section 4.10.3 of the ING CLA.

#### 4.2.7 Holiday

Your personal monthly salary, including your shift allowance, will continue to be paid during your holiday.

#### 4.3 Allowance and compensation for shift work

#### 4.3.1 Shift allowance

If you have a 30-minute break outside the regular working hours, this counts towards your working hours.

Monday to Friday	Shift allowance
from 12 a.m. to 7 a.m.	+ 50%
from 7 a.m. to 9 p.m.	n/a
from 9 p.m. to 12 a.m.	+ 50%

Saturdays	Shift allowance
rom 12 a.m. to 8 a.m.	+ 50%
from 8 a.m. to 5 p.m.	+ 25%
from 5 p.m. to 12 a.m.	+ 100%

Sundays	Shift allowance
from 12 a.m. to 12 a.m.	+ 100%

#### 4.3.2 Continuous and semi-continuous shift work

If you work a continuous or semi-continuous shift, you will be paid a shift allowance of up to 10% of your personal monthly salary. You will receive the rest as time off. This compensation in time off does not change the working hours that have been agreed with you. If a shift finishes earlier at the request of ING, this has no consequences for your allowance.

#### 4.4 Allowance and compensation - transitional arrangement

If you did shift work between 1 April 1995 and 1 April 1998, the definition of regular working hours is: Monday to Friday from 8 a.m. to 6 p.m. Moreover, a different ratio applies to your financial compensation and the compensation in time off.

#### 4.4.1 Shift allowance - transitional arrangement

Monday to Friday	Shift allowance
rom 12 a.m. to 6 a.m.	+ 75%
from 6 a.m. to 8 a.m.	+ 25%
from 8 a.m. to 6 p.m.	n/a
from 6 p.m. to 8 p.m.	+ 25%
from 8 p.m. to 12 a.m.	+ 75%
Saturday and Sunday from 12 a.m. to 12 a.m.	+ 100%

#### 4.4.2 Continuous and semi-continuous shift work

If you work a continuous or semi-continuous shift, you will be paid a shift allowance of up to 25% of your personal monthly salary. You will receive the rest as time off. This compensation in time off does not change the working hours that have been agreed with you. If a shift finishes earlier at the request of ING, this has no consequences for your allowance.

#### 4.5 Lump sum payment on discontinuation of shift work (in whole or in part)

For every form of shift work for which you are paid an allowance of more than 5% of your personal monthly salary, you will be paid a lump sum payment if the allowance is fully or partly discontinued:

- For organisational reasons.
- Because you have been declared medically unfit for the relevant shift work.
- Because ING acknowledges social reasons which mean you can no longer do shift work.

• Because the allowance is not replaced by compensation in the form of time off. The amount of the lump sum payment depends on the duration of the shift allowance. This is calculated based on the average allowance paid to you in the twelve months before the allowance was fully or partially discontinued.

Shift allowance term		Payment	
From	Until	Months of allowance	
½ year	¾ year	2	
¾ year	1 year	4	
1 year	2 years	6	
2 years	3 years	8	
3 years	4 years	10	
4 years	5 years	12	
5 years	6 years	14	
6 years	7 years	16	
7 years	8 years	18	
8 years	9 years	20	
9 years	10 years	22	
10 years	15 years	24	
15 years	20 years	30	
20 years	25 years	36	
25 years	30 years	42	
30 years	35 years	48	
35 years or longer		54	

### Appendix 5

# Legislation and regulations in the event of illness and occupational disability

If you are unable to perform your job due to illness, pregnancy or childbirth, the provisions of Article 7:629 of the Dutch Civil Code and the Work and Income (Capacity for Work) Act (WIA) or the Invalidity Insurance Act (WAO) will apply to you unless otherwise provided below.

#### 5.1 ING regulations

#### 5.1.1 General

You will never receive more than what you would have received had you not become occupationally disabled. This is based on a full benefit under the Dutch WAO or WIA acts. The continued payment of wages and any supplements included in the CLA are discontinued when your employment contract ends.

#### 5.1.2 Continued payment of wages and supplements - suspension or refusal

ING has the right, under specific Dutch statutory circumstances, to refuse to pay or to suspend the continued payment of wages and any supplements.

ING has the right to do this if, among other things, you:

- Fail to comply with the rules that apply and were made known to you and fail to follow reasonable instructions during illness or the rules governing the sick leave, recovery and reintegration protocol; or
- Refuse to cooperate with a second opinion/expert opinion requested by ING and provided by the Dutch Employee Insurance Agency (UWV); or
- Refuse to use the available safety equipment or violate the health and safety instructions made known to you and have become occupationally disabled as a result; or
- Refuse, without a good reason, to cooperate with reasonable instructions or measures imposed by ING or an expert appointed by ING, which enable you to perform suitable work as referred to in Article 7:658a(3) of the Dutch Civil Code; or
- Refuse, without good reason, to cooperate in making, assessing and adjusting a plan of action; or
- Refuse suitable work offered by ING through which you would utilise part of your residual earning capacity.

In addition, ING can impose a sanction on you if you fail to follow reasonable instructions during illness or the rules governing the sick leave, recovery and reintegration protocol. These rules can be found on ING Today.

#### 5.1.3 Suitable work

If ING offers you suitable work within or outside ING, this will always be done in writing. Suitable work within ING takes precedence over suitable work outside ING. If you are not sure whether the work is suitable, you have a statutory right to request a second opinion from the Dutch Employee Insurance Agency (UWV) within two weeks of receiving the written offer. ING will point out this right to you in its written offer.

If you accept suitable work with an employer outside ING and if you have a lower income than the income you most recently earned at ING while working the same number of hours, ING will reduce the difference over a period of three years. In the first year, you will be paid 75% of the difference, in the second year 50% and in the third year 25%. The benefit will never exceed 25% of the income earned at your new employer.

The income earned at an employer outside ING is the sum of:

- Twelve times the monthly salary.
- Any bonuses.
- The holiday allowance awarded in the year in which you enter the service of the employer outside ING.
- The 13th month bonus and any pension supplements; any allowance for overtime is not included in this.
- Any allowance for shift work.
- Any other allowances that are not expense allowances.
- Any full or partial benefit under the Dutch WAO or WIA acts received by you or potentially received by you.

You can monetise this supplement and have it paid in a lump sum at the end of your employment contract. If you have accepted suitable work at another employer and within six months of commencing this work it becomes apparent that the relocation will not result in a permanent employment contract, ING will discuss possible follow-up actions with you.

If you request a second opinion from the Dutch Employee Insurance Agency (UWV) following a written offer from ING of suitable work at an employer outside ING, you are required to accept the offer and to enter employment at your new employer pending the UWV decision. If the UWV agrees with you, the employment contract at ING can be reinstated if you so choose. In that case, ING will continue with the relocation efforts.

#### 5.1.4 Right of recourse

If ING can recover the cost of your occupational disability from one or more third parties, you undertake to lend your full cooperation to this.

## 5.2 Adjustment and termination of supplement in the event of partial occupational disability

The supplement you receive in the event of partial occupational disability will be adjusted:

- Upon salary adjustments in accordance with the ING CLA.
- If the extent of your occupational disability changes.
- If you have any income you receive from an additional position or if your existing income from work increases. You must report such income to ING. If you do not, you will run the risk that your rights under this scheme will lapse. In principle, your income will be deducted from the supplement.

Your supplement will be discontinued:

- When you reach the standard retirement age.
- If you die before the standard retirement age.
- If it emerges that your occupational disability is the result of a wilful act or gross negligence on your part.
- If it emerges that you provided incorrect or incomplete information about your health when you entered the service of ING.
- If the benefit awarded under the WAO or WIA acts is terminated in full or in part at an earlier date.
- If ING is no longer authorised to receive the benefits awarded under the WAO or WIA acts from the Dutch Employee Insurance Agency (UWV).
- As soon as your employment contract ends.

#### 5.3 Income during second year of illness after early payment under the Full Invalidity Benefit Scheme (IVA)

If it becomes clear at an early stage in your illness that you are fully and permanently occupationally disabled, you can apply for early payment of benefits under the WIA act. If in the first two years of your illness, the Dutch Employee Insurance Agency (UWV) grants you benefits under the Full Invalidity Benefit Scheme (IVA), your income while you are employed at ING will be supplemented up to 100% of your gross monthly salary from the 53rd to the 104th week of your occupational disability.

#### 5.3.1 Extended payment of wages

When considering the application for a benefit under the WIA act, the Dutch Employee Insurance Agency (UWV) may decide that ING has made insufficient reintegration efforts. If, on these grounds, the UWV decides to extend the period in which you are entitled to the payment of wages by ING, your wages will continue to be paid during this extended period, along with any supplement that was paid in the second year of your illness. This extended payment of wages may last for up to the third year of your occupational disability.

If you are fully and permanently occupationally disabled, your employment contract can in principle be terminated after two years of occupational disability. If the UWV has extended the period in which ING continues to pay your wages, the employment contract can in principle be terminated after two years plus the extended period of salary payment.

# Early Retirement Scheme (RVU)

Appendix 6

The Dutch government and social partners have found that, after the decision to accelerate the increase in the Dutch state pension (AOW) age, people are sometimes struggling to reach this age in a healthy working capacity. ING and the Dutch trade unions agree and see it as a responsibility that everyone can retire healthy. With this in mind, we offer employees who are within three years of reaching the state pension date the opportunity to make use of the broadened scope of the Early Retirement Scheme (RVU), as provided for in the Lump Sum Payment, Early Retirement and Leave Savings Scheme Act (Wet bedrag ineens, RVU en verlofsparen).

By participating in the Early Retirement Scheme (RVU), you can stop working sooner and take (early) retirement. The RVU scheme supports ING's internal advancement policy. This collective scheme is part of the 2023-2024 CLA and qualifies as an institutional scheme.

#### **6.1 Basic principles**

- You are eligible for the scheme if you will reach the Dutch state pension (AOW) age in 3 years (or less).
- You have been employed by ING for at least 5 consecutive years.
- The lump-sum early retirement payment is calculated by multiplying an amount set by the government by a maximum of 35 months. This calculation is based on the number of months left between payment of the lump-sum early retirement pension and the eligible person reaching the Dutch state pension age. This number of months is subsequently multiplied by the amount set by the government, which is currently €2,037. This amount is based on the net state pension. Whether you work full-time or part-time is not taken into account in calculating the early retirement payment.
- The one-off payment is made in a lump sum and is subject to regular wage tax.
- The scheme is a collective scheme and is non-negotiable. If you qualify for the scheme, the offer (of a lump sum payment) is therefore fixed.
- The employment is terminated by mutual consent by means of a termination agreement due to (early) retirement. This agreement states that the termination is at the initiative of the employer because it is a central scheme created by ING as an employer, for which the lead concerned does not have to provide their approval.
- While using this scheme means that you are retiring (early), it does not mean that you have to actually start drawing your pension, which is up to you.
- We expect from you that you do not apply for unemployment benefits, as that would go against the objective of the scheme. After all, you need to be available to work to be awarded unemployment benefits.
- If you receive a mortgage interest discount, this will continue.
- The Early Retirement Scheme is a temporary scheme. You can use it up to 30 November 2025, for as long as this scheme continues to be facilitated statutorily and fiscally during this period. This means that your employment will be terminated no later than 1 December 2025 (final day of work is 30 November 2025).
- We encourage you to gain insight into your financial situation prior to requesting the Early Retirement Scheme by, for example, talking to a financial coach or seeking guidance from someone you know.

For more information, please go to ING Today.

