COLLECTIVE LABOUR AGREEMENT

PREAMBLE

This Collective Labour Agreement applies to employees of Maersk Line Netherlands B.V.

When this Collective Labour Agreement comes into force, the collective labour agreements and employment conditions previously applicable to the legal predecessors and the above operating companies shall expire.

The undersigned:

Maersk Line Netherlands B.V.

based in Rotterdam, party of the first part,

and

the employee organisations:

Maersk Professionals Network in Rotterdam

FNV in Utrecht

CNV Vakmensen in Utrecht

parties of the second part,

have agreed this Collective Labour Agreement. The Collective Labour Agreement shall enter into force on 1 February 2021 and end automatically on 31 January 2022.

CONTENTS

CHAPTER 1 GENERAL	5
ARTICLE 1 DEFINITIONS	5
ARTICLE 2 DISPUTES	5
ARTICLE 3 INFORMATION TO EMPLOYEE ORGANISATIONS	5
CHAPTER 2 THE EMPLOYMENT CONTRACT	7
ARTICLE 5 APPOINTMENT	7
ARTICLE 6 PART-TIME WORK AND WORKING HOURS ADJUSTMENT	7
ARTICLE 7 TERMINATION OF EMPLOYMENT	7
CHAPTER 3 REMUNERATION	8
Article 8 DEFINITIONS	8
ARTICLE 9 CHOICE TO INCLUDE 13TH MONTH PAY IN THE MONTHLY SALARY .	8
ARTICLE 10 HOLIDAY ALLOWANCE	8
ARTICLE 11 POSITIONS AND JOB GRADES (AND ADAPTATION TO JOB LEVELS) .	9
ARTICLE 12 REMUNERATION SYSTEM	9
ARTICLE 13 CHANGE OF POSITION	11
CHAPTER 4 WORKING HOURS	12
ARTICLE 14 WORKING HOURS	
ARTICLE 15 WORKING HOURS	
CHAPTER 5 ALLOWANCES	12
ARTICLE 16 OVERTIME FOR OFFICE STAFF	
CHAPTER 6 HOLIDAYS AND LEAVE	
ARTICLE 17 LEAVE DAYS	
ARTICLE 18 LEAVE DAYS AND SICKNESS	
ARTICLE 19 LEAVE DAYS AT THE END OF EMPLOYMENT	14
ARTICLE 20 PUBLIC HOLIDAYS	14
ARTICLE 21 PAID SHORT-TERM AND SPECIAL LEAVE	15
CHAPTER 7 BENEFITS AND OTHER SUPPORT	16
ARTICLE 22 GENERAL BENEFITS	16
CHAPTER 8 EMPLOYABILITY	16
ARTICLE 23 TRAINING PROGRAMMES AND COURSES	16
ARTICLE 24 STUDY SUPPORT	16
ARTICLE 25 REPAYMENT OF PROVIDED STUDY SUPPORT	
CHAPTER 9 SICKNESS AND INCAPACITY FOR WORK	18

ARTICLE 26 PROVISIONS IN THE EVENT OF SICKNESS/INCAPACITY FOR WORK	18
ARTICLE 27 REINTEGRATION	18
ARTICLE 28 INCOME IN CASE OF SICKNESS/INCAPACITY FOR WORK, FIRST AND SECOND YEAR OF SICKNESS	
ARTICLE 29 END OF EMPLOYMENT RELATED TO INCAPACITY FOR WORK	19
CHAPTER 10 SPECIAL BENEFITS AND SCHEMES	20
ARTICLE 30 INCENTIVE PLAN	
ARTICLE 31 ANNIVERSARY ALLOWANCE	20
ARTICLE 32 BENEFIT IN THE EVENT OF DEATH	20
ARTICLE 33 AED CERTIFICATE BONUS	21
CHAPTER 11 INSURANCE	21
ARTICLE 34 THE PENSION SCHEME	
ARTICLE 35 MEDICAL EXPENSES INSURANCE	
ARTICLE 36 DIFFERENCE BETWEEN THE DISABILITY BENEFIT AND THE MOST RISALARY AND INSURANCE PREMIUM EXCESS	
ARTICLE 37 GROUP ACCIDENT INSURANCE	22
CHAPTER 12 A LA CARTE PROVISIONS	22
ARTICLE 38 BUYING OR SELLING LEAVE DAYS	
CHAPTER 13 FINAL PROVISIONS	22
ARTICLE 39 TRADE UNION SUPPORT	22
APPENDIX 1 SALARY RANGES AND MERIT MATRIX	
Appendix 1	24
APPENDIX 2 INFORMATION OVERVIEW ON THE WORK AND CARE ACT	
APPENDIX 3 SHIFT WORK AT MAERSK LINE	26
SHIFT WORK	
WORKING HOURS	26
SHIFT ALLOWANCE	27
LEAVE FOR EMPLOYEES WORKING IN A SHIFT SCHEDULE:	
SHIFT WORK OVERTIME	28
SPECIAL FESTIVE LEAVE:	29
PUBLIC HOLIDAY DEFINITION (24/7)	29
SHIFT WORKERS ON A PUBLIC HOLIDAY	29
GRADUAL REDUCTION OF THE SHIFT ALLOWANCE	29
APPENDIX 5 PROTOCOL ARRANGEMENTS	

CHAPTER 1 GENERAL

ARTICLE 1 DEFINITIONS

For the purpose of this collective labour agreement:

- a) Employer: Maersk Line Netherlands B.V. (incl. Sealand and OCL).
- b) Employee: every employee of the employer with their place of work in the Netherlands whose job has been classified into job level 1 to 3. Interns, trainees, expatriates/inpatriates, student workers and equivalent categories are not considered as employees within the meaning of this Collective Labour Agreement.
- c) Full-time employment: an employment contract with on average 38.75 hours per week.
- d) Part-time employment: an employment contract with on average less than 38.75 hours per week to which provisions of this Collective Labour Agreement apply pro rata, unless stipulated otherwise in an article.
- e) Calendar year: the period from 1 January to 31 December.
- f) Employee handbook: the standard information used by the employer for all employees, which includes the Company Regulations and HR policy.

ARTICLE 2 DISPUTES

1. If there is a difference of opinion between the Parties with regard to the Collective Labour Agreement's interpretation, compliance or applicability, the Parties shall try to reach an agreement in consultation.

2. If, during the consultation referred to in paragraph 1, one of the parties considers that such an agreement cannot be reached, it reserves the right to refer the dispute to the court.

ARTICLE 3 INFORMATION TO EMPLOYEE ORGANISATIONS

The employer shall inform the employee organisations named as a party at least twice a year of the company's general state of affairs and of the proposed decisions that shall lead to a significant change in the business situation, insofar as this entails social consequences and/or employment consequences. The employer and employee organisations shall take into account the position and task of the Works Council.

ARTICLE 4 HARDSHIP CLAUSE

The employer may make the necessary arrangements in all cases not covered by this Collective Labour Agreement and all cases where this Collective Labour Agreement leads to unfair situations or results. In that case, the employer may contact the employee organisations and Works Council depending on the situation or results.

CHAPTER 2 THE EMPLOYMENT CONTRACT

ARTICLE 5 APPOINTMENT

- 1. The employee shall receive a copy of the Collective Labour Agreement, an Employee Handbook and an employment contract from the employer upon appointment, which include the following information:
- a) the employment start date;
- b) the trial period;
- c) the duration of the employment (including the end date where applicable);
- d) the weekly working hours;
- e) the place of work;
- f) the job, salary and job level;
- g) any applicable non-disclosure agreement.

The employment contract may be terminated with immediate effect during the trial period. If the employer terminates the employment contract, the employee shall be informed of the reason for the termination in writing if required.

ARTICLE 6 PART-TIME WORK AND WORKING HOURS ADJUSTMENT

Pursuant to the Working Hours Adjustment Act, a person who has been employed for at least 1 year may submit a written request for a reduction or increase in the agreed working hours. In the event of an increase, this applies up to the maximum working hours of a full-time employment contract. The Employee Handbook includes the main points of the legal regulations.

ARTICLE 7 TERMINATION OF EMPLOYMENT

- 1. The employment contract between the employer and the employee ends by operation of law on the day the employee reaches statutory retirement age.
- 2. Permanent employment contracts must be terminated by the employer or the employee by the end of the month and the statutory notice period must be observed. No leave days can be taken in the last month of the notice period if this is not possible due to the nature of the work.
- 3. The fixed-term employment contract ends by operation of law when the period agreed in the employment contract has passed. If employees have an employment

contract of at least 6 months, they must be informed at least 1 month before the end of this period whether or not the contract shall be extended and, if so, under what conditions.

- 4. If the fixed-term employment contract stipulates that it may be terminated prematurely, notice must be given by the end of the month and the statutory notice period must be observed.
- 5. No forced redundancies shall take place for business economic reasons, unless a social plan has been agreed with the employee organisations. Reorganisations announced with Collective Redundancies and to the works council with a request for advice are covered by the Social Plan. The employment contract may be individually terminated at any time via a sub-district court and/or settlement agreement.

CHAPTER 3 REMUNERATION

Article 8 DEFINITIONS

Annual salary: the gross annual salary including holiday allowance and possibly 13th month pay and excluding special remuneration and allowances.

Monthly salary:

- This is 1/14 of the annual salary if 13th month pay is included in the salary.
- This is 1/13 of the annual salary if the 13th month pay is not included in the salary.

Hourly salary: 1/168 monthly salary.

ARTICLE 9 CHOICE TO INCLUDE 13TH MONTH PAY IN THE MONTHLY SALARY

- 1. Employees can opt for a relatively higher monthly salary without 13th month pay or a lower monthly salary with 13th month pay. The hourly salary is adjusted according to the employee's choice. This choice must be communicated in writing to the payroll department before 30 November.
- 2. The calculation of the anniversary allowance, shift allowance and one-off incentive payment is based on 1/13 part of the annual salary.

ARTICLE 10 HOLIDAY ALLOWANCE

- 1. The holiday allowance year runs from 1 January to 31 December.
- 2. The holiday allowance is 1 gross monthly salary and is paid in May based on the applicable monthly salary that month.

3. If the employment did not last a full calendar year, any accrued proportional part of the allowance is paid and/or any advanced proportional part is settled with the salary that is still to be paid.

ARTICLE 11 POSITIONS AND JOB GRADES (AND ADAPTATION TO JOB LEVELS)

Employees' positions are categorised into job levels in accordance with Maersk Jobs. The categorisation into job levels is in line with Maersk's global guidelines and leads to a transparent translation of job classifications and clear perspective on career paths. These career paths are visible in MyCareer.

ARTICLE 12 REMUNERATION SYSTEM

Front Article 12:

- 1. Each job level corresponds to a salary range.
- 2. Each job level corresponds to a salary range with a minimum and maximum (band), see Appendix 6. The starting point is that the salary ranges are in line with the market. These salary bands have been tested in terms of the market and market conformity.
- 3. When joining the company, an employee is classified in the salary range that is appropriate for their job level based on their training and experience.
- 4. A band is made up of 3 categories of percentiles starting from the 10–35th percentile up to the 35–65th percentile and finally the 65–90th percentile.
- 5. Employees who join the organisation on 1 April shall not receive a salary increase on 1 April the following year, but on the date that they have actually been employed for 1 year. After that, they shall participate in the regular cycle of the Performance Appraisal & Personal Development System*.
- 6. Employees who exceed their band maximum shall receive the gross salary increase up to the top of the salary band. If the salary increase exceeds the band, the additional salary shall be paid as a one-off gross payment. This one-off gross payment is the difference between the maximum band and the extent to which the salary increase would have exceeded this maximum.

Position in salary range	65 – 90th percentile	 Highly specialised skills
		- Considerable valuable
		experiences/skills

		that are strategically
		that are strategically important to fulfil the position - Mastery of position/job - Likely to demonstrate sustained exceptional performance – Consistent high performers shall trend above the middle of the market and trend quicker
		through the ranges
Position in salary range	35 – 65th percentile	 Expected to be fully proficient in position/job Might needs to acquire some additional functional expertise. However, have other skills/experience considered valuable to perform in the position Experienced new hires Performance likely to consistently meet and may exceed expectations – External hires with a track record can be expected to be situated around the median along with proven internal performers.
Position in salary range	10 – 35th percentile	 Needs to acquire new skills to perform fully proficiently Expected to grow in role Quickly promoted
		through the ranks

 New to job Performance may need improvement – people new to the level can expect to be relatively low until
performance is proven

** Employees are assessed annually based on the Performance Appraisal & Personal Development System. The remuneration system includes 5 evaluation classes (1 to 5), which are translated into 5 levels on the merit matrix. If no objectives have been defined for an employee or if the objectives set for the employee change substantially before the mid-year review without being discussed with the employee, the assessment for these objectives shall be set at 3 (consistent).

ARTICLE 13 CHANGE OF POSITION

13.1 Change of horizontal position (within the job level) and proven suitability for the new position: if an employee is transferred or is to fill another position within their department, the salary may be adjusted by up to 5% within a period of up to 6 months once per year, stating the reasons. The new job must also be classified at the employee's existing job level.

13.2 Promotion (from a lower to a higher job level): if an employee is transferred or moves to another position within their department, their salary shall increase by up to 10% as of the start or transfer date. In the event of a promotion, the employee shall always be classified at the minimum salary (10° percentile) of the new band.

13.3 Insufficient performance: if proven insufficient performance leads to an employee being transferred or doing a different job within their own department and the new position is classified in a lower job level than the employee's current job level:

- a) The salary remains unchanged if the employee's current salary is lower than the maximum salary of the new job level.
- b) The salary is reduced to the maximum salary of the new job level on the transfer or start date if the employee's current salary is higher than the maximum salary of the new job level.

13.4 Demotion/lower position at own request: if an employee is transferred at their own request or following career advice or if they are going to do another job within their own department and the new position is classified in a job level lower than the employee's current job level:

a) The salary remains unchanged if the employee's current salary is lower than the maximum salary of the new job level.

b) If the maximum salary of the new job level is lower than the employee's current salary, the employee retains their current salary on the understanding that the current personal salary is nominally guaranteed. If the job level maximum is increased, the employee's salary shall also be increased with a simultaneous reduction of the personal supplement so that the current personal salary stays the same.

c) If an employee returns to their old job within 2 years as a result of a performance review so that there is no longer any question of a promotion, the salary shall be reduced by the corresponding percentage that was received for the promotion.

CHAPTER 4 WORKING HOURS

ARTICLE 14 WORKING HOURS

The normal weekly working hours are 38.75 hours. The normal working hours per day is 7.75 hours.

ARTICLE 15 WORKING HOURS

- 1. The normal day shift working hours for office staff is Monday to Friday between 07:00 and 19:00 (day window) with a 45-minute break between 12:00 and 14:00. A system of flexible working hours has been agreed with the Works Council within the limits of 07:00 and 19:00 hours. Employees may change their working hours twice a year in consultation with their line manager.
- 2. If there are unforeseen changes to the work to be done, the employer may adjust the set individual work schedule.
- 3. The company work schedules including breaks are established in accordance with the Working Hours Act and the provisions of the Works Councils Act.
- 4. If it turns out that the contractually agreed working hours and the effort required by the job is too burdensome for an individual office worker, the employee can present this to the company doctor. The employer may take measures at an individual level on the advice of the company doctor.

CHAPTER 5 ALLOWANCES

ARTICLE 16 OVERTIME FOR OFFICE STAFF

- 5. Office staff are considered to work overtime if they are working more hours than the normal working hours per day or if they are working hours outside the day window. Working on Saturdays, Sundays, public holidays and special festive leave is also considered overtime.
- 6. The first half hour after working hours is not considered as overtime. However, if the employee works more than an hour of overtime, this half first hour does get compensated. After the first hour of overtime, each half hour of completed overtime is compensated.
- 7. An additional lunch break after working hours is not considered as overtime.

- 8. A part-time employee gets overtime if they have worked more hours than indicated by their work schedule and if the normal working hours per day applicable to a full-time employee have been exceeded. Extra hours within the normal daily working hours of a full-time employee are paid at 100% of the hourly salary plus the holiday allowance.
- 9. The employee must work the ordered overtime if the employer feels it is required by the company's circumstances. Overtime worked without prior instruction shall not be considered as such. Employees aged 50 or over shall only work overtime on a voluntary basis as part of a personnel policy that takes into account employees' life stages.
- 10. Employees shall receive the normal hourly salary for each hour of overtime worked. In addition, the following supplement percentages apply:
 - a. hours worked Monday to Friday and during special festive leave: 25% of the hourly salary;
 - b. hours worked on Saturday: 50% of the hourly salary;
 - c. hours worked on Sundays and public holidays: 100% of the hourly salary.
- 11. Overtime is paid with the salary for the month following the month when the overtime was worked, provided that it is submitted in good time. Overtime must be submitted within 1 month.
- 12. Time off in lieu (TOIL) of overtime can be provided if the employer feels this is permitted by the company's circumstances.
- 13. Employees up to and including job level 2 are eligible for an overtime allowance. A maximum gross annual salary of EUR 40,000 applies. Employees from job level 3 and higher are not eligible for an overtime allowance, unless an arrangement is agreed with the Works Council for a specific deviating situation.
- 14. If more than 2 consecutive hours of overtime are worked in the evening, the employer shall also provide a meal. If this is not possible, a reasonable meal allowance of up to EUR 10 can be declared, but only after consultation with the line manager. If the employee works more than 4 overtime hours on a weekend day or public holiday, they are also entitled to such a meal.
- 15. Different conditions apply to overtime for employees working in shifts (see Appendix 3).

CHAPTER 6 HOLIDAYS AND LEAVE

ARTICLE 17 LEAVE DAYS

1. Full-time employees are entitled to 29 leave days per year.

2. If the employment contract is not in effect for the entire calendar year, the leave entitlement shall be established in proportion to the number of full months of employment. In that case, the entitlement shall be rounded arithmetically to half days. A period of half a month or less is ignored and a period longer than half a month is counted as a whole month. In this context, a month is considered to have 30 days.

Number of full months	1	2	3	4	5	6	7	8	9	10	11	12
Number of days	2.5	5	7	9.5	12	14.5	17	19.5	21.5	24	26.5	29

3. Full-time employees must take at least 20 leave days, unless special circumstances make this impossible. The remainder of these 20 days must be taken in the first 6 months of the next calendar year.

4. The rights to statutory leave days arising in a calendar year lapse on 1 July of the following calendar year. The 5-year statutory limitation period applies to non-statutory leave days.

5. The employer determines the time when leave days can be taken after consultation with the employee. Leave days must be requested as soon as possible so that the interests of both the employee and the employer can be taken into account for the decision.

6. At least 2 weeks of annual leave entitlement shall be granted consecutively.

7. If the balance of an employee's leave days is greater than 50 days in any given calendar year, the employer and employee shall consult each other to agree how this surplus of leave days can be taken or sold according to the a la carte system in the calendar year in question.

ARTICLE 18 LEAVE DAYS AND SICKNESS

The Employee Handbook includes the applicable rules on sickness during holidays and taking leave days when sick.

ARTICLE 19 LEAVE DAYS AT THE END OF EMPLOYMENT

1. If the employee is unable to take the leave days they are entitled to upon termination of the employment contract, the remaining leave days shall be paid out in lieu.

2. If the employee has taken too many leave days, they shall be deducted from the salary that is still to be paid upon termination of employment.

ARTICLE 20 PUBLIC HOLIDAYS

1. The following are paid public holidays if they fall on Monday to Friday: New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, King's Day and Dutch Liberation Day on 5 May in any year that is divisible by 5.

2. Special paid festive leave applies at the following times, provided that the work allows it: on working days from 15:00 on Good Friday, 5 December, 24 December and 31 December.

Special festive leave does not apply to employees working in a shift schedule (Maersk Line Agency, OCL and Maasvlakte staff).

3. As a rule, employees do not work on Sundays and public holidays unless they are doing shift work in accordance with the applicable work schedule.

4. If employees work on a public holiday, the provisions for payment are the same as on Sundays.

ARTICLE 21 PAID SHORT-TERM AND SPECIAL LEAVE

1. If the following occasions take place on the employee's working days and/or scheduled days, the employee can request paid special leave. Registered partnerships are considered as equivalent to marriage for the purpose of this arrangement:

a) on the day the employee gets their marriage licence: 0.5 day;

b) in case the employee gets married or registers a civil partnership: 2 days;

c) maternity or paternity leave: the remaining part of the day of childbirth if it is a working day as well as the next 5 working days if the employee's spouse or life partner has given birth. The birth must be declared to the Registry of Births, Deaths and Marriages within these 5 days of special leave;

d) attendance of the wedding of first-degree or second-degree family member: 1 day;

e) the employee's 12.5th, 25th and 40th wedding anniversary: 1 day;

f) attendance of the 25th, 40th, 50th and 60th wedding anniversary of the employee's parents, parents-in-law and grandparents: 1 day;

g) death of the employee's spouse or child: the day of the death until the day of funeral;

h) death of a parent, parent-in-law, sibling: the day of the death until the day of the funeral;

i) death of a grandparent: 1 day;

j) the time required for a necessary doctor's visit: in consultation with the line manager, in principle at the start or end of the day;

k) palliative leave: to help a cohabiting spouse or child through the last stage of life, up to 10 full working days that can be taken as and when necessary;

l) moving house: 1 day;

2. The statutory leave arrangement of the Work and Care Act also apply. Appendix 2 of the Collective Labour Agreement gives an overview of this arrangement.

CHAPTER 7 BENEFITS AND OTHER SUPPORT

ARTICLE 22 GENERAL BENEFITS

1. The employer provides benefits and other support within the applicable tax limits in the calendar year in question.

2. The arrangements for commuting expenses, parking expenses, the provision of a mobile telephone, removal costs and similar allowances are determined in consultation with the Works Council.

CHAPTER 8 EMPLOYABILITY

ARTICLE 23 TRAINING PROGRAMMES AND COURSES

1. The employer organises various in-company training courses and courses to maintain and increase employees' knowledge and skills. The initiative for attending these training courses can be taken by both the employer and the employee, for example in the context of the annual performance evaluation.

2. Employees are encouraged to actively maintain their own knowledge/skills. Initiatives to attend external courses or training programmes may be eligible for study support depending on their level of importance to the company and the individual employee.

3. The employer ensures that the range of training and education available to employees is announced.

4. The employer encourages employees to use the range of courses offered in the available 'MyLearning' system as support and a central part of the development plan agreed between the employer and the employee. The time and resources to be spent on this is subject to the employer's approval and shall be documented in the development plan by the employer and the employee (for example distribution of study during working hours and/or home study, what courses are taken when, how to connect to and use PDP and performance).

ARTICLE 24 STUDY SUPPORT

- 16. Depending on how important the employer considers a course to be to the company or the employee, the employee may be granted the following types of study support:
- a. reimbursement of study costs;
- b. allowance of time.
- 17. In order to be eligible for study support, the employee must consult the Human Resources department and the line manager before embarking on the studies to

determine the level of the studies' importance to the company or the individual employee and to determine the eligible study support.

- 18. The reimbursements are provided at or around the time the expenses are to be incurred. The employee in question must demonstrate the amount of the study costs (to be) incurred to the employer by providing supporting documents.
- 19. If a study programme is followed that in the employer's opinion is in the company's interest and is related to the position (to be) held in the company, an allowance towards the study costs to be incurred shall be provided, which is composed as follows:
- a. tuition and exam fees: 100% compensation;
- b. additional travel expenses based on public transport that had to be incurred to take the course or do the
- c. exam: 100% compensation;
- d. learning resources approved by the employer for the studies: 100% compensation;
- 20. In addition to the costs referred to in paragraphs 4 a to c, the following support may be granted in time:
 - a) for evening courses, as much free time as possible shall be guaranteed where necessary by adapting the end of the working hours to the study travel time and start time, for example by moving the working hours within the regular time window or by finishing the work sooner;
 - b) if the study requires additional study leave to prepare for and actually take tests and/or exams that cannot be taken as normal days off, it shall be examined whether special study leave can be granted on an individual basis. Up to 10 days of special study leave can be granted per calendar year.
- 6. If the studies are:

a) not or not entirely in the company's interests in the employer's opinion;

b) and/or not or not fully related to the position (to be) held within the company but deemed appropriate by the employer in the field of logistics or the employee's work area, an allowance between 50 and 100% shall be provided for the study costs mentioned under 4 a, b and c depending on the extent to which the study is deemed appropriate within the professional field.

7. In addition, the employee is eligible for the time support mentioned under 5 a and b; no discount is applied to this support in proportion to the importance of the studies.

ARTICLE 25 REPAYMENT OF PROVIDED STUDY SUPPORT

1. The following restrictions shall apply to provided cash allowances as referred to in Article 24:

- a. allowances shall only be provided based on the study period set by the course leader in question. If the employee concerned has not obtained the relevant qualification within a reasonable period after the end of the study period, they must repay the entire received study allowance, unless there are reasonable reasons why they did not obtain the qualification;
- b. not obtaining the qualification is equated to the employee's departure from the company before obtaining the qualification;
- c. if the studies are terminated prematurely, this must be reported to the line manager and the Human Resources department. If there are no reasonable grounds for terminating the studies early, the allowance already received must be refunded in full;
- d. if the employee concerned leaves the employer within 1 year of receiving the qualification, they must pay back 50% of the received study expenses allowance;
- e. this may be settled with a salary deduction.
- 2. Support that was provided and actually used in time cannot be recovered or compensated.

CHAPTER 9 SICKNESS AND INCAPACITY FOR WORK

ARTICLE 26 PROVISIONS IN THE EVENT OF SICKNESS/INCAPACITY FOR WORK

Rules taking into account the relevant legal provisions and guidelines are laid down for reporting sickness, location and accessibility during sickness, the provision of information to the occupational health and safety service and other matters that may be important in the context of monitoring, supervising and reintegration sick employees. The intended regulations are included in the Employee Handbook.

ARTICLE 27 REINTEGRATION

- 1. In the event of sickness and incapacity for work, it is important that the employee returns to the work process as soon as possible. In this context, the employer shall:
 - a. take preventive measures so that the employee can keep working as much as possible;
 - b. play an active, mediating role in the search for replacement work for the employee, so that the employee can do (possibly part of) their work in accordance with the applicable standards;
 - c. make every effort to ensure that the employee receives the training required for any redeployment.
- 2. The employee is expected to cooperate fully and actively in this regard.
- 3. Expert support from an occupational health and safety service is also sought for the aforementioned preventive measures and for the supervision and monitoring of sick

employees, while the employer also ensures social services are available within the company.

ARTICLE 28 INCOME IN CASE OF SICKNESS/INCAPACITY FOR WORK, FIRST AND SECOND YEAR OF SICKNESS

- 1. If and for as long as an employee is unable to work (fully) due to sickness or incapacity for work and complies strictly with the regulations as referred to in the previous article and the instructions of the occupational health and safety service, the employer shall continue to pay 70% of the monthly salary for up to 52 weeks. In addition, the employee receives a supplement up to 100% of the monthly salary from the employer.
- 2. After 52 weeks of continuous incapacity for work, the employee shall receive 70% of the monthly salary for up to 52 weeks. If the employee strictly complies with their obligations under the Dutch act restricting long-term sickness (Wet Verbetering Poortwachter), they shall also receive a supplement of 30% of their monthly salary.
- 3. For the application of this article, the monthly salary is understood to mean the salary the employee would have received in the relevant month they reported the sickness if they had been fully fit for work plus any contribution towards the health insurance premium.
- 4. If the sickness or incapacity for work lasts less than 1 month, the employee shall also continue to receive their normal shift allowance and/or travel expense allowance.
- 5. If the sickness or incapacity for work lasts longer than 1 month, the shift allowance shall be phased out in accordance with the provisions of Appendix 3.
- 6. The travel expense allowance shall cease on the first day of the month following the start of the incapacity for work.
- 7. For as long as the employer pays all or some of the salary, any social insurance claims from statutory implementing bodies shall be transferred from the employee to the employer and deducted from the salary. If the employer can file a compensation claim from one or more third parties due to the employee's sickness or incapacity for work, the employee shall provide the necessary information. If the employee refuses to do so, they shall not be entitled to the supplements referred to in paragraph 1 of this article.

ARTICLE 29 END OF EMPLOYMENT RELATED TO INCAPACITY FOR WORK

- 1. If the employee has not been able to do any work during the first 104 weeks due to sickness or incapacity for work, the employment can be (partially) terminated after those 104 weeks.
- 2. The employer must start the required procedure with the government employee insurance agency UWV Werkbedrijf in good time. The employer shall inform the employee in writing that this procedure is about to be started.

CHAPTER 10 SPECIAL BENEFITS AND SCHEMES

ARTICLE 30 INCENTIVE PLAN

- 1. The One Maersk & Star Bonus Plan was implemented in 2019. The bonus is linked to the company's overall performance. There is an option to give employees a discretionary bonus based on performance. The bonus target percentage depends on the job level and country.
- 2. There is a Sales Incentive Plan (SIP). Employees eligible for SIP participate in the plan as soon as they are employed. Amendments to the plan are discussed with the Works Council and submitted to the trade unions for approval.

ARTICLE 31 ANNIVERSARY ALLOWANCE

- 1. The employee receives the following anniversary allowances if they remain employed by the employer:
 - a. for 10 years: 0.5 gross monthly salary;
 - b. for 25 years: 1 gross monthly salary;
 - c. for 40 years: 1 gross monthly salary.
- 2. For the application of this article, the following is understood as the monthly salary: the annual salary divided by 13.
- 3. For employees with a part-time employment contract, the benefit is paid in proportion to their employment.
- 4. The anniversary bonus payment is subject to the tax regulations in force at the time.

ARTICLE 32 BENEFIT IN THE EVENT OF DEATH

- 1. In the event of the employee's death, the salary shall be paid until the end of the month in which the death occurred.
- 2. Any unused leave days and extra leave days shall be paid out and the holiday allowance shall be settled.
- 3. The beneficiaries shall receive a lump sum of one quarter of the annual salary in the context of the death as described in the Sickness Benefits Act or WIA**. The

beneficiaries' entitlement under the Sickness Benefits Act and/or WIA in the event of the employee's death is deducted from this amount.

ARTICLE 33 AED CERTIFICATE BONUS

- 1. Professional emergency assistance is very important to the employer. The employer wants to have 4 employees with a valid AED certificate on each floor.
- 2. Employees who have obtained an AED certificate are granted a one-off bonus of EUR 250 gross. The payment is made in the calendar year the certificate is obtained.

** In this context, the beneficiaries include the surviving spouse

from whom the employee was not separated or the partner the employee lived with but was not married to, and in the absence of this any minor legal or natural children.

CHAPTER 11 INSURANCE

ARTICLE 34 THE PENSION SCHEME

- 1. The employer offers the employees a pension scheme.
- 2. The pension scheme is a premium agreement within the meaning of the Pension Act.
- 3. Participation is mandatory (see member description in the pension rules).
- 4. The employee's personal contribution to the pension scheme is 5% of the employee's applicable pensionable salary.
- 5. In addition to the retirement pension, the pension scheme also covers a partner and orphan's pension in the event of death before the retirement date.

ARTICLE 35 MEDICAL EXPENSES INSURANCE

If the employee participates in the group insurance taken out by the employer, they receive a contribution towards the supplementary health insurance premium of EUR 240 gross per year.

ARTICLE 36 DIFFERENCE BETWEEN THE DISABILITY BENEFIT AND THE MOST RECENT SALARY AND INSURANCE PREMIUM EXCESS

Maersk covers the difference between the disability benefit and the most recent salary and the insurance premium excess. The costs shall be discussed in consultation with the employee organisations in the third quarter, when a possible split ratio for the costs borne by the employer and employee is determined. The employee's costs shall not exceed 50% of the premium.

ARTICLE 37 GROUP ACCIDENT INSURANCE

- 1. The employee is covered by a continuous insurance policy against occupational accidents. The employer covers the entire premium for this.
- 2. The employee can contact the Human Resources department for more information about the content of the scheme for payments in the event of death or permanent disability.

CHAPTER 12 A LA CARTE PROVISIONS

ARTICLE 38 BUYING OR SELLING LEAVE DAYS

- 1. The employee may buy up to 9 extra leave days per calendar year after consulting the employer if the company circumstances permit, regardless of their balance of leave days. The additional leave days must be taken in the same calendar year.
- 2. For each purchased leave day, 1 gross daily salary shall be deducted (i.e. the annual salary multiplied by a possible part-time factor divided by 261 days). The deduction is made in the month after the month in which the employer accepted the leave purchases based on the employee's monthly salary at the time of the settlement.
- 3. The employee may sell their non-statutory leave days for that year to the employer per calendar year after consulting the employer if the company circumstances permit, provided that their balance of leave days is sufficient.
- 4. The employee must offer to sell the non-statutory leave days by 1 November of the current calendar year. The employer must make a decision on the offer by 30 November of the current calendar year.
- 5. For each day of leave sold, a payment shall be made of 1 gross daily salary (i.e. the annual salary multiplied by a possible part-time factor divided by 261 days). The payment is made in the month after the month in which the employer accepted the offer to sell based on the employee's monthly salary at the time of the settlement. No payment shall be paid in lieu of leave days if the leave balance is insufficient.

CHAPTER 13 FINAL PROVISIONS

ARTICLE 39 TRADE UNION SUPPORT

- 1. Trade union leave: to attend a trade union conference, meeting or statutory meeting as an executive and to attend a course organised by a trade union: up to 6 days a year paid leave.
- 2. Employer contribution: from 1 January 2022, the employer pays €21.74 per full-time employee to the trade unions that are party to this Collective Labour Agreement.

AGREED ON BY:

Maersk Line Netherlands B.V. M. Visser Country Representative Maersk Line Netherlands B.V.

Maersk Line Netherlands B.V. A. Hassan Head of Europe Ocean Customer Logistics.

Mariska Cohn

Maersk Professionals Network

CNV Vakmensen A. Baselmans Trade union leader

CNV Vakmensen

P. Fortuin

Chair

FNV Havens

J. van der Lecq

Trade union leader

APPENDIX 1 SALARY RANGES AND MERIT MATRIX

Appendix 1

The agreed budget for the 2021 salary increase is 2% of the payroll bill. It shall be distributed across the entire employee population as a result of the appraisal rounds.

Maersk Line has a so-called distribution system to assess and evaluate employees globally based on the previous calendar year. The budget is distributed among all employees whose employment started before or on 1 April of the previous calendar year. This scheme excludes employees participating in the Sales Incentive Plan (SIP).

The minimum and maximum band with the gross annual salaries including holiday allowance and optional 13° month pay and excluding supplements are shown below.

Job level	10th percentile	90th percentile
Level 1	22,900	54,400
Level 2	29,600	70,500
Level 3	35,600	85,300

A committee is set up to ensure a fair and transparent salary evaluation process. This committee consists of 2 employer representatives, 1 Works Council representative and 1 trade unions representative. The committee's task is to assess the salary evaluation process.

The salary bands are tested annually by Maersk Line Netherlands B.V. against the market.

APPENDIX 2 INFORMATION OVERVIEW ON THE WORK AND CARE ACT

Leave Type Income Duration Supplement Collective Labour Agreement on the Maternity Leave Act:

UWV benefit in connection with pregnancy and childbirth of the same level as the salary

up to maximum daily salary

Global maternity policy

18 weeks: 4-6 weeks before the delivery

10-14 weeks after delivery

Another half year extra at 20% of current contract hours per week of paid leave

Adoption leave:

UWV benefit for adoption and in some cases foster parenting of the same level as the salary with a maximum of the daily salary up to 4 weeks for every 26 weeks starting from 2 weeks before the first adoption day

Maternity leave:

once the partner has given birth, the employer continues to pay the salary when the employee takes 5 workdays + the day of the birth within 4 weeks of the day the child is living at the mother's address

Emergency and short-term leave: employee is prevented from working due to:

- very special personal circumstances
- the employer obligation to continue to pay the salary imposed by the government
- for as long as necessary, usually a number of hours
- ends after 1 day if concurrent with short-term carer's leave
- the employer may ask the employee to submit supporting documents about the emergency

Short-term carer's leave:

For the necessary care of a sick spouse, partner, (foster) child, first-degree blood relative who is not a child, brother or sister, grandparent or grandchild, person living in the same house or others in the social environment (as of 1 July 2015) unless a compelling business interest prevents this, the employer continues to pay 70% of the salary during the leave period (up to the daily salary), at least the minimum wage in each period of 12 consecutive months and no more than twice the weekly working hours.

Long-term carer's leave:

For the care of a life-threateningly ill spouse, partner, (foster) child, first-degree blood relative, brother or sister, grandparent or grandchild, person living in the same house or others in the social environment (as of 1 July 2015) unless a compelling business interest prevents this.

Unpaid in every period of 12 consecutive months for up to 6 times the weekly working hours.

Parental leave:

Leave per child up to the age of 8

Unpaid:

- up to 26 times the weekly working hours;
- the leave can be taken per week in a continuous period of no more than 12 months;
- leave can be taken for up to 50% of the weekly working hours;
- other spread and duration possible at the employee's request unless a compelling employer business interest prevents this;
- can be split up into a maximum of 6 periods of at least 1 month at the employee's request, unless a compelling employer business interest prevents this.

This overview is for information purposes only. No rights can be derived from this. The currently valid information is available from the HR department.

APPENDIX 3 SHIFT WORK AT MAERSK LINE

The conditions set out in this appendix apply to all employees who have received written confirmation that they work in shifts.

SHIFT WORK

Shift work is understood to mean working according to a fixed schedule that groups several employees into different shifts. The shift schedules are determined in consultation with the Works Council.

WORKING HOURS

- 1. Employees working in a shift system have different working hours specified in an individual working hours arrangement. Employees can work shifts on all days of the week, including Sundays and public holidays. The shift schedules detailing the working days and hours and break lengths may deviate from the standard provisions in the Collective Labour Agreement.
- 2. The employer shall send the employee confirmation of the working hours arrangement that applies to them. If there are unforeseen changes to the work to be done, the employer may adjust the set individual work schedule. The company work schedules

including breaks are established in accordance with the Working Hours Act and the provisions of the Works Councils Act.

SHIFT ALLOWANCE

Employees working in shifts receive a shift allowance (in percentage terms) on top of their hourly salary for working certain days and hours. The shift allowance percentages are different for every shift schedule and may occur in the following departments:

- 2. Maersk Line Regio OCL department
- 3. Maersk line Stowage department working for GSP

The following table shows the percentages that correspond to the days and time windows in question:

Day Time / hour Shift allowance in percentage of the hourly salary:

Monday 00:00 - 06:30 - 50%

Monday to Thursday 18:00 — 24:00 – 25%

Tuesday to Friday 00:00 - 06:30 - 35%

Friday 18:00 – 24:00 – 50%

Saturday 00:00 - 18:00 - 50%

Saturday 18:00 - 24:00 - 100%

Sunday 00:00 - 24:00 - 100%

DAY	Time/hour	Shift allowance in % of the hourly salary
Monday	00:00 — 06:30	50
Monday to Thursday	18:00 — 24:00	25
Tuesday to Friday	00:00 — 06:30	35
Friday	18:00 — 24:00	50

Saturday	00:00 — 18:00	50
Saturday	18:00 — 24:00	100
Sunday	00:00 — 24:00	100

The shift allowance calculation is based on a rotating schedule and must be approved by the Works Council.

LEAVE FOR EMPLOYEES WORKING IN A SHIFT SCHEDULE:

- 1. For employees in continuous production, the leave days as described in Article 17 of this Collective Labour Agreement are reduced by 1 day to 28 annual leave days.
- 2. As far as buying and selling leave days is concerned (Article 38 of this Collective Labour Agreement), employees working in a shift schedule may buy or sell up to 8 leave days on an annual basis.

SHIFT WORK OVERTIME

- 1. Shift work overtime happens when work has to be done at times exceeding the individually issued shift work schedule.
- 2. If the employee works longer than they should have worked according to their schedule, the employee is eligible for an allowance in accordance with the table below.
- 3. The pay level shown in the table below includes both the allowance for the hours worked and the extra allowance part. These amounts should be paid out as much as possible.
- 4. Overtime must be entered on a specific overtime form intended for this purpose. The overtime form must be submitted to the payroll department within 1 month of working the overtime.

Day Time / hour Shift allowance in percentage of the hourly salary

Monday - Friday 07:00-23:00 - 125%

Monday – Friday 23:00–07:00 – 150%

Saturday 00:00-24:00 - 175%

Sunday 00:00-24:00 - 200%

SPECIAL FESTIVE LEAVE:

Article 20 of the Collective Labour Agreement refers to special festive leave and overtime during special festive leave. Both articles do not apply to employees working in shifts.

PUBLIC HOLIDAY DEFINITION (24/7)

Public holidays are: New Year's Day, Easter Sunday and Easter Monday, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day, King's Day and Dutch Liberation Day on 5 May in any year that is divisible by 5.

SHIFT WORKERS ON A PUBLIC HOLIDAY

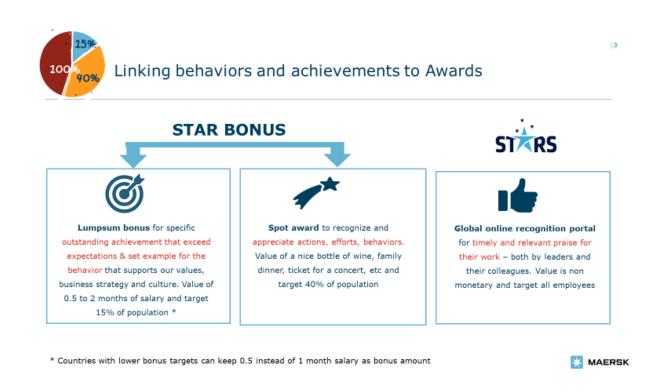
- 1. This window starts at 23:00 the night before the public holiday and ends at 07:00 the morning after the public holiday.
- 2. If an employee works on a public holiday, they receive an overtime percentage of 224% per hour.

GRADUAL REDUCTION OF THE SHIFT ALLOWANCE

- 1. If a shift schedule changes due to circumstances making the shift allowance fall or lapse as a result, the shift allowance shall be gradually reduced from the date of the change.
- 2. If the employer enforces the schedule change, the following applies:
 - a. for each year the employee worked according to the shift schedule prior to the change, a gradual two-month reduction is applied for every fully worked year for up to 24 months;
 - b. if a schedule change is made for employees aged 55 and over, the allowance is maintained.
- 3. If the schedule change is made at the employee's own request, the following applies:
 - a. if a schedule change is made for employees aged 60 and over, the allowance is maintained, provided that the employee has been employed for 5 years or more;
 - b. if a schedule change is made for employees older than 57 but younger than 60, a gradual two-month reduction is applied for every fully worked year for up to 24 months;
 - c. if a schedule change is made for employees under the age of 57, the allowance lapses.
- 4. If the doctor of the occupational health and safety service finds that the inability to work in shifts or in any other schedule is a direct result of the work done for the

employer, and was not cause by not following work or safety instructions, a gradual two-month reduction is applied for every fully worked year for up to 24 months.

- 5. The gradual reduction amount can be paid out as a lump sum.
- 6. The gradual reduction of the shift allowance shall stop partially or entirely when the employee starts working the shift schedule again with an average allowance that is partially or entirely equal to the old average shift allowance.
- 7. The gradual reduction of the shift allowance does not apply to employees whose incapacity or own actions have led them to be reassigned to a shift or position that corresponds to a lower average shift allowance or no shift allowance.





APPENDIX 4



APPENDIX 5 PROTOCOL ARRANGEMENTS

Social Plan. The term of the current Social Plan shall be extended until 31 January 2021.