

My Social Plan



do your thing



My Social Plan

1 January 2025 – 30 June 2027

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
- CNV (with its registered office in Utrecht)
- De Unie (with its registered office in Culemborg)

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

hereinafter referred to jointly as the 'parties to the CLA',

declare that they have entered into the following Social Plan agreement, to come into effect on 1 January 2025



Annelot Fluitman

Duygu Akcay

Klazina Turner en Piet Fortuin

Inge de Vries and Reinier Castelein

Table of contents

Introduction	5	5	Financial instruments	17
1	Preventive mobility	6	5.1 Basic principles	
1.1	Basic principles		5.2 Financial instruments for placement/reassignment at ING	
1.2	When do you become preventively mobile?		5.3 Financial instruments for re-employment outside ING	
1.3	Preventive mobility support			
1.4	Transition training			
1.5	Voluntary departure in case of preventive mobility			
2	Redundancy	9	6	General provisions
2.1	Principles for determining redundancy		6.3	Provision of information by ING
2.2	Fewer interchangeable jobs available		6.4	Provision of information by employee
2.3	Job is non-interchangeable		6.5	Tax/deductions
2.4	Work is relocated within ING		6.6	Objections
2.5	Determination and notification of redundancy		6.7	Employment contract termination committee
			6.8	Hardship clause
			6.9	Equivalent provision
			6.10	Contribution to expenses for legal or financial advice
3	Promoting reassignment	13	7	Definitions
3.1	Basic principles			
3.2	Procedure for priority candidates			
3.3	Additional measures			
4	Finding work for redundant employees at ING or elsewhere	14		
4.1	Basic principles			
4.2	Action Plan			

Introduction

The labour market is in a constant state of flux, which is why it is essential for ING and its employees to be able to adapt to change. The collective labour agreement (CLA) includes instruments to increase the professionalism and labour market value of employees.

Ensuring the adaptability of ING is an ongoing process, a process that aims to minimise abrupt changes. When managers and employees are given more freedom within frameworks to optimally align their work with changing circumstances, this stimulates continuous development and desired voluntary mobility.

This Social Plan describes the efforts expected of ING and of you in the event that an organisational change occurs in a manner other than along this gradual path. If there is a reorganisation that causes your job to be made redundant and there is no other suitable job available for you, this Social Plan offers instruments to facilitate your transition ‘from work to work’, either within ING or elsewhere. In such a situation, ING offers support and facilitates your move with financial and other instruments.

Scope

This Social Plan regulates the consequences of changes to the organisation, such as major reorganisations and relocation of activities within ING, based on a request for advice as stipulated by the Dutch Works Councils Act. The date on which the request for advice is implemented is decisive for determining which Social Plan applies. The Social Plan also applies if your job is made redundant without this being based on a request for advice.

This Social Plan applies to all employees in a job classified in the job grades 1 to 22 (Global Job Architecture), who have a permanent employment contract with ING and whose position (legal or otherwise) is affected as a direct result of a reorganisation. It also applies if you have a fixed-term contract and the reorganisation directly affects your legal position during the term of the contract, i.e. before the contractual end date of your employment contract. If you are on a fixed-term contract, the job-seeking period and any rights ensuing from the Social Plan will stop no later than on the contractual end date of your employment contract.

The Social Plan does not apply if your job is terminated for any reason other than as a result of a reorganisation, for example, if you do not fulfil your obligations in the manner or to the extent expected, or on serious grounds, or after two years of full and permanent incapacity for work, or if you retire.

Effective period

This Social Plan runs from 1 January 2025 to 30 June 2027. The parties may amend the contents of this Social Plan during this period in the event of special circumstances of a business-economic nature or changes to statutory provisions or regulations that supersede all or parts of it. The provisions of the Social Plan will not continue after its end date.

1 Preventive mobility

1.1 Basic principles

The parties to the CLA consider a careful policy on preventive mobility to be important. The aim of preventive mobility is to be able to take measures that will benefit your job security, in advance of a planned or final reorganisation decision. The period of preventive mobility must be long enough to give you the opportunity to find another job, either at ING or at another company. That period will therefore be at least three months and up to a maximum of 24 months in the period leading up to the implementation date. Preventive mobility is, in principle, announced for every proposed reorganisation where redundancy is expected. The works council can also ask the director to announce preventive mobility; if the director rejects such a request from the works council they must state their reasons for doing so. The decision to (or not to) announce preventive mobility is documented and communicated.

In consultation with your manager and based on your Action Plan, it is decided which instruments will be used during the period of preventive mobility. Your manager will weigh up job placement options, the costs of the instrument, and the remaining period of your preventive mobility. If you opt to use the instruments during the period of preventive mobility this will not negatively impact your legal position. You can voluntarily make use of the instruments for as long as you are 'preventively mobile'. However, 'voluntary' does not mean without obligation: if it later turns out that you have been made redundant, in any assessment the Employment Security Committee will take into account your efforts and those of your manager during your period of preventive mobility.

1.2 When do you become preventively mobile?

You may be designated as preventively mobile if you work in a part of the organisation where significant qualitative or quantitative changes are expected and these changes are expected to result in redundancies within a two-year period. This two-year period was chosen to be able to take the right measures well in advance. At the moment you become preventively mobile, you have not yet officially been made redundant and a formal advice process is not yet underway or has not yet been completed.

1.2.1 Guidelines for applying preventive mobility

- The director of the business unit determines which groups of employees will become preventively mobile and makes an official decision in this regard. The management provides the information for this decision. This always concerns major changes and this decision is always first discussed with the works council.
- During the period of preventive mobility, the director regularly consults with the works council on the use and effectiveness of the instruments. Where necessary, the period of preventive mobility and the employee target group are adjusted.
- If you are declared preventively mobile, you will be informed about this (in writing) and the reasons for this will be explained.
- The director of the business unit annually assesses, based on information from the management, whether the two-year period is still sufficient and whether the target group needs to be redefined. If it turns out that additional jobs will be made redundant or will change within the two-year period, it's possible that more employees will be declared preventively mobile. On the other hand, developments may arise as a result of which fewer employees will be declared preventively mobile.
- The following criteria are used to determine which groups of employees are or will be declared preventively mobile:
 - the scope of the expected future redundancies; and
 - a shortage of placement opportunities at ING.
- The groups of employees must be clearly recognisable, for example based on their job, department or location, at the most detailed organisational level possible.
- HR supports, facilitates and advises the management and the director, including with coordinating matters with the works council, and also monitors the process.
- The instruments that you can use during the period of preventive mobility are those included in the Social Plan in effect at the time that you use those instruments.

1.3 Preventive mobility support

You have a wide range of instruments at your disposal to help you work on your sustainable employability. These instruments are coordinated and recorded in your Individual Development Plan (IDP). If you have been declared preventively mobile, you are encouraged to use the support provided even more intensively. These instruments are:

- transition training;
- coaching and guidance in drawing up your career profile;
- training/courses for a specific job at ING or at another company;
- training to boost your overall expertise, with a view to gaining a certificate. The central criterion here is that there should be enough available time prior to the expected redundancy date;
- following courses (fully or in part) during working hours; courses taken in the evenings will be compensated for by time off;
- Leerrekening development budget;
- internships;
- outsourcing to internal and/or external employers paid for by ING, which is in principle aimed at the person permanently landing that job;
- attending job interviews during ING hours and at ING's expense;
- support in starting your own business. This is capped at a maximum of €12,500 and is intended exclusively for business start-up support costs, like for support in drawing up a business plan, gaining financial advice and/or for coaching and guidance. The amount is not intended to be used to invest in the new business, such as for as computers or other equipment, or for business accommodation, inventory or fees.

The instruments you use will be determined during discussion of your Action Plan. Needless to say, all the regular instruments for sustainable employability from the My Learning offering are also available.

In addition, at your request management may decide to use other financial instruments to advance your chances of reassignment within ING or employment at another company.

As soon as the consultation phase has been wrapped up, the director will make a final decision concerning the reorganisation. Shortly afterwards, you will receive a message from your manager telling you whether you have been placed or made redundant. Preventive mobility will stop on the date that you are placed in a new job or become redundant. ING can decide to end preventive mobility earlier if enough employees have already left ING or moved on to other jobs at ING.

This would be the ideal situation. After consultation with the works council, you will be informed of the reason for ending preventive mobility and what this means for you.

1.4 Transition training

ING believes that it is important to prepare the management and staff well for the practical and emotional aspects that accompany changes to the organisation. During a transition training session, managers and staff learn to recognise the different phases of the transition process and to use the right interventions at the right time.

1.5 Voluntary departure in case of preventive mobility

If you are declared preventively mobile within the scope of the reorganisation, you can opt to voluntarily leave ING, with severance pay, provided that your manager agrees. Bearing the provisions of 2.2 of the Social Plan in mind, in accordance with the balanced representation principle every effort will be made to leave the age structure unchanged when applying the voluntary departure scheme under preventive mobility. Only the relevant management can decide whether or not to use financial instruments during the preventive mobility phase, meaning that the employee is not automatically entitled to it. Based on a number of criteria, the relevant management can decide to allow voluntary departure with severance pay during this phase. This decision is made based on the following and other criteria:

- the voluntary departure scheme is intended to prevent redundancies as much as possible. This is the main principle used in the assessment of a request for voluntary departure;
- the age structure of the department before and after granting voluntary departure is checked in advance;
- the number of expected redundancies;
- the number of employees wanting to use voluntary departure schemes;
- the likelihood of employees getting a job in the new organisation and/or at ING;
- the employee's reasons for wanting to leave, which must be in keeping with the Individual Development Plan;
- severance pay costs;
- hard-to-replace or specialist know-how and skills;
- budget available in the facility;
- disappearance of the budget centre.



2 Redundancy

2.1 Principles for determining redundancy

The parties to the CLA have agreed that, in terms of the order of redundancy, the Social Plan will deviate from the provisions covering this in the Redundancy Scheme (Ontslagregeling; as published in the Government Gazette on 23 April 2015 and last amended on 9 December 2019, effective 1 January 2020). Specifically:

- the parties to the CLA have defined the concept of interchangeable job differently to the way this is defined in the Redundancy Scheme;
- within interchangeable jobs, balanced representation with regard to age structure is determined within the scope of the reorganisation (as stated in the request for advice) rather than per company location.

This is described in more detail in 2.2 and 2.3.

2.1.1 Procedure

In its request for advice that is part of the reorganisation, the management will inform the works council whether this concerns interchangeable jobs and/or non-interchangeable jobs within the intended reorganisation. Based on this, it is then decided how redundancies, if required, will be determined. Employees who are on sick leave or occupationally disabled will be included when determining balanced representation/making the selection, taking into account the individual circumstances. The generic job description is the primary basis for determining whether or not jobs are interchangeable in comparison with the jobs in the new organisation. However, in the case of there being specific duties that are actually being performed, this actual situation (recorded during the performance management cycle, for example) is used to determine the interchangeability with jobs in the new organisation.

If these specific duties cannot be performed by any employee after a training and onboarding period of three months, this job is regarded as a specific job in accordance with article 13 of the Redundancy Scheme. For each specific job, it is then investigated

whether this is an interchangeable or non-interchangeable job in relation to the jobs in the new organisation.

2.2 Fewer interchangeable jobs available

An interchangeable job is a job on the same job level that is comparable in terms of the required expertise, skills, responsibilities and competencies. Only the job itself is taken into account, not the individual employee's capacities and/or level of education. If the job can be filled within a three-month training and onboarding period and there is no operational risk, the job is interchangeable. The balanced representation principle is applied in cases of redundancy resulting from a reduction in the number of interchangeable jobs available.

Redundant employees are designated, divided into age groups, and then further divided within these groups based on how long each employee has been employed at ING. The age categories are:

- 15 – 25 years
- 25 – 35 years
- 35 – 45 years
- 45 – 55 years
- 55 years and older.

In the case of balanced representation, any time you may have worked as an intern or independent contractor at ING does not count towards determining your number of years of service. The number of years that you worked for ING as an agency worker or under a fixed-term employment contract do, however, count towards your number of years of service as long as you worked these years immediately before signing your permanent employment contract with ING, or as long as any intervening periods lasted no more than six months. Years that you consecutively (or with an intervening period of no more than six months) worked at various ING entities (i.e. subsidiaries

and ING branches) in the Netherlands or in other countries are also included when determining your number of years of service. If your employment contract with one of the other ING entities has ended and you have received severance pay as a result, the years of service worked at that other ING entity will not be included when calculating the number of years of service in connection with balanced representation.

2.2.1 Applying the principle

If the number of positions in interchangeable jobs decreases, the balanced representation principle will be applied to determine whether you are to be made redundant.

- The balanced representation principle is applied within the scope of the reorganisation, as described in the request for advice.
- The reference date for balanced representation is the date of the final decision.

The principle is that, after the reorganisation, the number of employees from the different age groups at a certain job level reflects, as much as possible, the situation from before the reorganisation.

If you are not placed in the interchangeable job after balanced representation has been applied, you will be eligible to apply for the new jobs created in the scope of the reorganisation (see 2.3). Selection will then be based on suitability. If you are not placed, you will become redundant and assisted re-employment efforts will start for you.

Deviation from balanced representation principle – the indispensable employee
If you have special knowledge or competencies and you becoming redundant would cause too much inconvenience for operations in the scope of the reorganisation, then, in accordance with article 11(5) of the Redundancy Scheme, you can be disregarded when determining balanced representation. The management will include the occurrence and reasons for such deviations in its request for advice.

2.2.2 Example of balanced representation

Take, for example, a situation where 100 employees all have the same specific job title and where 25 of these jobs will become redundant due to a reorganisation. The first step is to distribute these employees over the age categories, after which, within each age category, the employees with the fewest years of service will be the first to be made redundant.

Age	Before reorganisation Number (%)	After reorganisation Number (%)	Total redundancies
15 to 25	0	0	0
25 to 35	15 (15%)	11 (15%)	4
35 to 45	45 (45%)	34 (45%)	11
45 to 55	35 (35%)	26 (35%)	9
55 years and above	5 (5%)	4 (5%)	1
Total	100 (100%)	75 (100%)	25

2.3 Job is non-interchangeable

A non-interchangeable job is a job that is not comparable to a new job in terms of the required expertise, skills, responsibilities and competencies. Only the job itself is taken into account, not the individual employee's capacities and/or level of education. If this job cannot be filled within a three-month training and onboarding period or if ING would face an operational risk due to the loss of the job, the job is deemed to be non-interchangeable.

A job at a higher or lower job grade than the job in the new organisation is deemed to be a non-interchangeable job.

If a job within the scope of the reorganisation changes to such an extent that it becomes a non-interchangeable job, the employee doing this job will become redundant. Where new jobs are created within the scope of the reorganisation, redundant employees in the same scope are given priority for the new jobs, including priority over redundant employees from outside the scope of the reorganisation. A selection is made on the basis of suitability, and every effort is made to assign employees to the same job grade as their old job. Once suitability has been demonstrated, in the selection process the aim will be to create a similar age structure to that of the old organisation, at which point years of service (within each age category) are taken into account. For all other redundant employees assisted re-employment efforts will get underway.

2.4 Work is relocated within ING

If your work is relocated within ING in the Netherlands, you will ‘follow the job’ (i.e. be transferred to the new location of the job). If the commute to the new location is longer than 90 minutes*, you are not obliged to follow your job, except if your original commute was also longer than 90 minutes. If you opt not to follow the job due to the commute being longer than 90 minutes, you will be declared redundant from the date of the job being relocated, and assisted re-employment efforts will get underway.

2.5 Determination and notification of redundancy

If you become redundant, you will be informed of this both in person and by letter. Your manager will tell you in person that you are to become redundant and when this will occur. The redundancy letter will be uploaded to Workday. Within two weeks of the commencement of the redundancy, you will have an intake interview with a mobility coach from a mobility partner of your choosing and you will draw up an Action Plan (see 4.2) to find other work, either at ING or elsewhere. To support you in your endeavours, you can use the instruments as described in 1.3 of this Social Plan.

If, during the consultation phase, it is agreed with the works council that the change will be implemented more than four months later, selection and placement will be postponed until shortly before the implementation date and the redundancies will be deferred.

*Fastest travelling time on a given day for a one-way journey by public transport, calculated on www.9292.nl





3 Promoting reassignment

3.1 Basic principles

If you are made preventively mobile or redundant, you have the status of priority candidate for job vacancies at ING. A priority candidate who does not meet all of the requirements for the vacant job but can gain the necessary skills within six months will still have priority. The 'boundaries' of business units play no role in the consideration of priority candidates.

3.2 Procedure for priority candidates

The following procedure applies to you as a priority candidate, no matter which part of ING you come from.

- You activate your account on the ING job site so that you will automatically receive all relevant job postings in your email inbox.
- On request, you will be given coaching or assistance from a mobility coach when drawing up your career profile. A career profile comprises a personal profile and a search profile, your Action Plan, and possibly also an education and training plan.
- When applying for a vacancy posted on the job site, you must, within five working days from the posting of the job vacancy, state in your cover letter and CV that you are a priority candidate. You will then be invited for an interview. If there is a large number of priority candidates, a preselection of candidates may be made first before arranging interviews. In principle, as far as possible you should only apply for a job that is at the same job grade.
- If there is more than one suitable priority candidate, the most suitable candidate will be selected.
- The procedure is only continued with other candidates once it is clear that a priority candidate will not be selected for the job vacancy.
- If, as a priority candidate, you are not selected, you will be informed of this in writing and the reasons will be explained.

3.3 Additional measures

If you are placed in a job, a development or education/training plan will be drawn up for the first six months after placement. This plan will also include interim progress and evaluation interviews.

4 Finding work for redundant employees at ING or elsewhere

4.1 Basic principles

If you are redundant, you will be guided by one of the external mobility parties ING has partnered with to provide assisted re-employment services. On behalf of ING, this party will guide you in your search for a new challenge. ING currently has contracts with three partners, all very experienced in providing assisted re-employment services and guiding people from work to work. And because they each have their own approach, you can choose the mobility partner best suited to you and your situation. Landing another job or finding another form of employment requires maximum effort from you and the mobility coach of the mobility partner you have chosen. ING provides the necessary instruments for this, while the mobility coach does everything possible to support you. You are expected to actively try to find work either at ING or elsewhere.

Right from the start of the mediation process, both internal and external jobs are considered. During the term of this Social Plan, ING will enter into additional partnerships with organisations closely engaged with the Dutch labour market, for example with trade unions or organisations affiliated with the trade unions. ING will always remain responsible for coordination though.

The mediation period lasts six months, though in exceptional cases, your mobility lead may decide to extend the mediation period by a maximum of three months.

4.1.1 Deferred mediation

You may postpone or suspend your mediation process on a voluntary basis in order to carry out a temporary assignment. The temporary assignment is capped at one year if it is in your old job and two years if it is in another job. Deferred mediation in another job is aimed at improving your position on the job market. Your mediation period is put on hold during the deferred mediation period and you continue to have priority status for internal vacancies. During your period of deferred mediation you will also retain the salary that you received at the time you became redundant. If you start a

deferred mediation assignment during your mediation period, you will still maintain contact with your mobility coach during this period, attending one coaching session every three months. It is important that you make time for this during your deferred mediation period so that you can stay focused on gaining long-term employment. Your remaining mediation period remains unchanged.

The parties to the CLA want to stress that, if the management strongly urges an employee to keep working for the organisation for longer during a period of deferred mediation or if the opportunity arises for the employee to boost their chances in the job market by carrying out a deferred mediation assignment, they encourage this employee to take the management up on this offer. If the employee finds another permanent job, at ING or elsewhere, during the period of deferred mediation, this will prevail over the deferred mediation.

4.1.2 Redundancy and occupational disability

The mediation process will also start if, under the Return to Work (Partially Disabled Persons) Regulations (WGA) or the Occupational Disability Act (WAO), you have been assessed as not being fully occupationally disabled (35 to 80%) or not being fully and permanently occupationally disabled (80 to 100%). If you are currently taking part in an occupational rehabilitation programme, this will be taken into account, as will your options for working towards finding another job. If you decide at any point that you want to terminate your employment using the provisions of the Social Plan, this option is open to you, in which case your employment contract will be terminated under the Social Plan.

The latter also applies if you are partially disabled (35 to 80% under the WGA or WAO regulations) and, after completion of the mediation process, ING takes the initiative to terminate the employment contract.

4.1.3 Refusing a suitable job

If you are redundant and refuse a suitable job at ING during your period of mediation, ING will terminate the employment contract and you will not be entitled to any of the financial arrangements under this Social Plan.

4.2 Action Plan

At the start of the ‘from work to work’ process, you and your mobility coach will draw up a personal Action Plan aimed at getting you another job either within ING or at another company. In this plan, you also record the agreements and the activities (yours and those of the other parties) that are part of the implementation of the plan.

The mediation process generally lasts six months and depends on the extent to which the mediation can be meaningfully implemented, taking into account the individual, personal circumstances. The approach will be different for each employee. If you take parental leave or other long-term leave during the mediation period, please be aware that the mediation period continues while you are on leave.

4.2.1 General

Your Action Plan will be drawn up no later than two weeks after your first day of redundancy and will state at least:

- the start date of ‘from-work-to-work’ efforts;
- activities you and your mobility coach will undertake to find you other employment; and
- your, and your mobility coach's, tasks and responsibilities.

4.2.2 Your actions

In the Action Plan you record agreements on the actions to be taken and actions that have been taken. Examples include:

- drawing up a personal profile and search profile;
- trainings to increase your chances of finding new employment either within ING or elsewhere (e.g. a work transition and job application course);
- specific courses you have taken aimed at getting a new job;
- job application activities.

4.2.3 Your mobility lead

This person:

- is an ING employee who is officially your lead, for example the person who approves leave and expenses claims and ensures that you continue to have access to certain facilities, such as the intranet;
- promotes your interests as a redundant employee, for example by drawing your attention to internal vacancies (permanent or temporary) and keeping check on your priority position for vacancies;
- is someone you can spar with during the mediation process.

4.2.4 Your external mobility coach

This person:

- guides you personally, effectively and expertly from work to work;
- facilitates contact with parties within ING and elsewhere who can help your smooth transition from work to work;
- takes steps to arrange internships.

4.2.5 Progress interviews

The progress in completing the actions and fulfilling the agreements will be discussed monthly and in consultation with the mobility coach and will be recorded.



5 Financial instruments

5.1 Basic principles

- If you are reassigned within ING you could possibly be placed in a lower job grade. ING applies the principle that your pay must be in line with the job you do. ING does not consider it desirable for there to be a permanent difference in pay between you and other employees doing a job at the same level. We do not consider it desirable, either, for you to have to take a pay cut because of having been placed in a lower job grade. During the term of this Social Plan, employees will not be placed in a lower job grade twice within one year due to a reorganisation.
- If you are reassigned within ING, you may be placed in a job with fewer working hours. If the hours for a new job are no more than four hours or 15% fewer than the original job's hours, this will be considered a suitable job.
- Long-term redundancy is an undesirable situation, both for you and for ING. To prevent this, we have made agreements about strengthening your sustainable employability through the Individual Development Plan. A situation where the financial instruments made available result in more employees than desired leaving the company is to be avoided.

5.2 Financial instruments for placement/reassignment at ING

5.2.1 Placement/reassignment in a lower job grade at ING

When going down one job grade

If you are moved to a lower job grade and your personal monthly salary is higher than the maximum salary for your new salary scale, you will receive a 'PTA' allowance on the salary that is higher than the maximum salary for your new salary scale. You will additionally receive a one-off amount totalling 13.96 times the 'PTA' allowance. This one-off allowance does not count towards your accrual of pension rights.

When going down several job grades

If you are moved to a lower job grade and your personal monthly salary is higher than the maximum salary for your new salary scale, you will receive a PTA on the salary that is higher than the maximum salary for your new salary scale up to the maximum salary of the next higher salary scale. The amount by which your personal monthly salary exceeds the maximum salary for the next higher salary scale will cease to be paid. You will receive a one-off compensation equalling this amount multiplied by 13.96. This one-off allowance does not count towards your accrual of pension rights.

5.2.2 Reassignment to a job with fewer working hours

If you are reassigned to a position with fewer working hours (with a maximum of four hours fewer working hours), you will receive one-off compensation of 13.96 times the difference in personal monthly salary.

5.2.3 Reassignment to a job with no shift work

If you are reassigned to a job where you no longer work shifts, the lump sum payment on discontinuation of shift work (in whole or in part), applies, as agreed in the applicable ING CLA.

5.2.4 Lease or company car

If, in your original job, you were eligible for a car made available by ING and this is no longer the case in your new job, your right to the use of this car will end on the date when the car, under the standards of the lease scheme, is scheduled to be replaced, at which time you will surrender the car to ING.

5.2.5 Travel expenses allowance when transferred within ING

If you are being moved to a job at a different location, you are entitled to a travel expenses allowance as long as the travel distance increases by at least 20 kilometres. This allowance is calculated based on the number of extra kilometres one way that you travel in the new situation and is paid out as a lump sum. The additional travel distance in kilometres is determined using the Royal Dutch Touring Club ANWB’s route planner and is based on the shortest route. In line with the ‘hybrid way of working’, this allowance assumes two days working at the office. If you were working at an ING location for more than two days a week in the three months prior to the implementation of the new organisation because this was important for the proper fulfilment of your job, as long as you can prove this you may be eligible for a higher allowance*. You must be able to submit documented proof of this.

Additional travel distance, one way	One-off travel expenses allowance*	
20 to 29km	€	880
30 to 39km	€	1,375
40 to 49km	€	1,815
50km or more	€	2,200

* The higher allowance is calculated as follows: the one-off travel allowance is divided by two and multiplied by the average number of days you worked at an ING location in the three months prior to the implementation of the new organisation.

5.2.6 Transfer scheme

If you are reassigned to a job at ING and the commute is more than 90 minutes*, you can use the ING transfer scheme for a compulsory transfer, unless your original commute was already longer than 90 minutes. This scheme lets you benefit from the allowances for another year following the transfer date.

*Fastest travelling time on a given day for a one-way journey by public transport, as calculated on www.9292.nl

5.3 Financial instruments for re-employment outside ING

5.3.1 Severance pay

If you have been declared redundant and there are no suitable positions available for you at ING during your mediation period, you are eligible to receive severance pay on termination. In the case of preventive mobility, only your manager can decide to award severance pay. The formula for calculating severance pay can be found in section 8: Definitions; Calculation formula for termination of employment.

5.3.2 Study expenses

If you have started taking or it has been agreed that you will take a course or courses for which ING has agreed that it will reimburse the costs, you can complete these studies in accordance with previous agreements. If you leave the company, agreements on repayment of reimbursement received will no longer apply.

5.3.3 Staff discount on bank and insurance products

If you are receiving a mortgage interest discount through ING based on staff conditions, unless the discount can be continued after termination of your employment it will end once you leave the company and bought out in three years. If you are receiving a discount on bank products or insurance products (taken out with Nationale-Nederlanden before 31 December 2011) based on staff conditions at the time you become redundant, this discount will continue.

5.3.4 Long-service bonus

If you were employed before 1 January 2016 and would have been eligible for a payment in connection with your 25th work anniversary within one year of leaving the company, you will receive this payment when you leave the company.

5.3.5 Leave entitlement

Any outstanding leave entitlement up to the date of termination will be deemed to have been taken prior to the termination date and will not be paid out in the final settlement. You must still be able to make sufficient efforts to find new employment, though. Up to the last month of your employment, you can still sell the permitted amount of outstanding non-statutory leave entitlement (hours) through your My Benefits Budget.

5.3.6 Voluntary departure without having been made redundant (substitute)

If you have not been made redundant within the scope of the reorganisation, you can take voluntary departure if your manager agrees. In this case, you will be a substitute and will only receive severance pay on the following conditions:

- As a substitute, you are giving way to a redundant colleague in scope for the same reorganisation and from the same age category (see 2.2). Fewer interchangeable jobs available.
- A redundant employee from the same age category and in scope for the same reorganisation will actually be assigned to the job that has become available. In exceptional circumstances, management can agree to an employee from a different age category taking your place.



6 General provisions

6.1 Provision of information by ING

ING carries out each organisational change carefully and informs employees, the works council and unions as promptly and fully as possible. Decisions based on this Social Plan that affect you as an individual employee will always be documented. ING regularly (and in any case at least four times a year) informs the trade unions about important developments at ING that may have consequences for employment.

6.2 Provision of information by employee

If you, as an employee, make use of the financial provisions of the Social Plan, you undertake to provide the employer with information relevant in this context in a timely and truthful manner. If you deliberately provide incorrect and/or incomplete information and/or abuse or make improper use of the provisions, this will lead to exclusion from further application of the Social Plan in your case and ING will reclaim any amounts already paid out or made payable to you.

6.3 Tax/deductions

Unless explicitly stated otherwise, all allowances, reimbursements and severance pay stated in the Social Plan are gross amounts, over which the employer will make the legally required tax and social security deductions. Allowances, reimbursements and severance pay are only paid out tax free to the extent that this does not run contrary to tax and/or social security law. ING will make allowances, reimbursements and severance pay payable in a manner to be specified by the employee, to the extent that this does not run contrary to tax and/or social security law.

6.4 Objections

If you, as an employee, believe that this Social Plan has been applied incorrectly in designating you as redundant, or is being applied unreasonably in your case, you must discuss this with your manager no later than on the tenth working day from the date you receive the decision. Your manager will record the outcome of this discussion. If you are not satisfied with the outcome of the discussion with your manager, you can, again within ten working days, contact the Employment Security Committee (by sending an email to employeerelations@ing.com). If you file an objection, this will not suspend the implementation of the contested decision, unless the implementation of the decision would, in the opinion of ING, create an irreversible situation.

6.5 Employment contract termination committee

The Employment contract termination committee (Ontslagcommissie) assesses the termination of the employment contract by ING on the basis of Article 7:669(3) (a) of the Dutch Civil Code. The regulations of the Employment contract termination committee are posted on ING Today.

6.6 Hardship clause

If the Social Plan would lead to an unreasonable situation for you as an employee, the employer will deviate from the Social Plan in your favour. In cases not provided for in the Social Plan, the employer will act in the spirit of the Social Plan. The Employment Security Committee can also make a decision in response to a request for application of the hardship clause.



6.7 Equivalent provision

The parties to the CLA have agreed that the Social Plan is to be designated as an equivalent facility as referred to in Article 7:673b of the Dutch Civil Code. If the severance pay under this Social Plan is lower than the amount of the transition payment set by law, ING will pay the transition payment set by law, except in the case of capping in connection with an employee reaching Dutch state retirement age as explained under Capping in section 8.

6.8 Contribution to expenses for legal or financial advice

You may be eligible for reimbursement of the costs (up to a maximum of €1,210) for receiving legal and/or financial advice regarding your termination agreement, even if this advice is provided by one of the trade unions involved in this Social Plan.

7 Definitions

Suitable job

A suitable job is a job at ING that matches your level of education and work experience, or for which you can be made suitable within roughly six months. Conditions for a suitable job:

- The job is no more than one job grade lower than the job you did before the reorganisation.
- The commute is no longer than 90 minutes, unless your original commute was already longer than 90 minutes.
- The hours for a new job are no more than four hours or 15% fewer than the original job's hours.

*Fastest travelling time on a given day for a one-way journey by public transport, as calculated on www.9292.nl

Employment Security Committee

This is a joint committee, comprising representatives of ING and of the trade unions, which will at any time when called upon by ING or the employee give its decision on the question of whether the employee or ING is, in practice, meeting their responsibilities within the context of the Social Plan. In addition, it assesses the correct implementation of this Social Plan on the request of the employee and/or the management. The committee has the authority to provide, at its own discretion and within the context of the Social Plan, a solution tailored to an individual situation. The committee meets at least once every three months. Rulings of the Employment Security Committee are binding.

Personal monthly salary

The personal monthly salary for the calculation of severance pay under the Social Plan comprises:

- Last-earned gross monthly salary*
- Indexed personal allowance ('PTI')
- Scaled-back personal allowance ('PTA')
- Labour market-related allowance (incl. role-based allowance)
- Shift allowance
- Bank allowance – old
- Saturday allowance
- Standby allowance (previously called 'on-call allowance' or 'core team allowance')

The monthly amount of your gross holiday allowance and gross thirteenth month are added to the total of the above.

Implementation date

The implementation date is the date on which the organisational change takes effect. The implementation date included in the request for advice determines which Social Plan applies.

*If you have previously decided to work fewer hours, with or without making use of the transitional provision for older employees, then what you are earning on your employment termination date will be used. There is an exception, though: if you have previously opted to take parental leave, your original pay will be used, i.e. the pay you were receiving prior to you taking parental leave.

Formula for calculating severance pay

1 On termination of their employment under the Social Plan: 1 January 2025 – 30 June 2027, employees who were employed at ING on 31 December 2017 will receive the 'fixed severance pay under the ING Social Plan 2017', to be calculated as follows:

- A** The employee's weighted years of service as at 31 December 2017
- B** The personal monthly salary in December 2017
- C** Correction factor 0.8

The following applies for the calculation of A:

- Each year of service up to the age of 40 counts as one year of service.
- Each full year of service from the age of 40 counts as one and a half years of service.
- Each full year of service from the age of 50 counts as two years of service.
- In the calculation, the total length of service is rounded to full years, with a period of more than six months counting as a full year. In the age cohorts, years of service and age are not rounded up.
- Age means the age of the employee on 31 December 2017.

2 On termination of their employment under the Social Plan: 1 January 2025 – 30 June 2027, employees employed at ING on or after 1 January 2018 will receive the 'ING severance pay' (this payment also applies to employees who were employed by ING on 31 December 2017, in addition to the fixed severance pay under the ING Social Plan 2017), to be calculated as follows:

- A** The years-of-service factor
- B** The personal monthly salary (the base amount)
- C** The factor 1.75.

The years-of-service factor (A) is calculated as follows:

- For every six months worked after 1 January 2018, a weighting of 1/6 of the monthly salary applies if the employee has been in service less than 10 years on the date of departure (counting from the date of employment).
- For every six months worked after 1 January 2018, a weighting of 1/4 of the monthly salary applies if the employee has been in service more than 10 years on the date of departure (counting from the date of employment).
- For employees who, on the date of termination, are older than 50 and who have worked at least 10 years at ING (counting from the date of employment) a weighting of 1/2 of the monthly salary applies from the age of 50 for every six months of employment after 1 January 2018.

For calculating (A), the total length of service is rounded off to the closest six months, with a period of more than three months counting as six months.

3 Employees who were employed at ING on 31 December 2017 and to whom, on their redundancy, the Social Plan 2016-2017 is declared applicable will, on the termination of their employment contract after 1 January 2018, only receive the 'severance pay under the Social Plan 2016-2017', to be calculated as follows:

- A** The employee's weighted years of service as at the date of termination of employment
- B** The personal monthly salary last earned X
- C** Correction factor 1.0

The following applies for the calculation of A:

- Each year of service up to the age of 40 counts as one year of service.
- Each full year of service from the age of 40 counts as one and a half years of service.
- Each full year of service from the age of 50 counts as two years of service.
- In the calculation, the total length of service is rounded to full years, with a period of more than six months counting as a full year. In the age cohorts, years of service and age are not rounded up.

General provisions

- The total severance pay that an employee can receive under the ING Social Plan 1 January 2025 – 30 June 2027 will never exceed a gross amount of €400,000. In other words, the combination of the 'ING severance pay' and the 'fixed severance pay under the ING Social Plan 2017' is capped at a gross amount of €400,000.
- The combination of these two forms of severance pay that an employee receives under the ING Social Plan 1 January 2025 – 30 June 2027 will never be more than the amount that the employee would have received if the method of calculating the severance pay under the Social Plan 2016-2017 would have been continued.
- The total severance pay may never exceed the loss of income from the moment that the employment contract is terminated until the employee reaches Dutch state retirement age or, if this is earlier, until the employment contract ends automatically under the provisions of the ING CLA or of the fixed-term contract. The loss of income is calculated by multiplying the base amount for the severance pay (B factor) by the number of months until the employee reaches Dutch state retirement age or, if this is earlier, until the employment contract ends as stated above.
- As regards the amount of the severance pay, no distinction is made between the employee leaving for another job or leaving without having secured another job.
- The severance pay is the same in all phases: there is no early exit bonus.
- The years an employee worked as an intern or on the basis of secondment at ING do not count for calculating the number of years of service. The years an employee worked at a foreign ING entity do, however, count for calculating the severance pay, unless the foreign entity already paid severance pay on the employee's departure. The years an employee worked under a fixed-term contract or as an agency worker prior to signing a permanent employment contract with ING only count if the interruption between the fixed term contract/period working as an agency worker and the permanent contract was less than six months.

In principle, the employee will leave employment no later than at the end of the individually determined mediation period. If, contrary to this principle, the employee leaves employment later than the end of the individually determined mediation period, or under a termination agreement approved by both parties or after the Employment contract termination committee has granted permission for the termination of the employment contract, the salary paid after the expiry of the mediation period that applies to the employee will be deducted from the gross severance pay. This deduction will not be made if the Employment contract termination committee or Employment Security Committee decides that, due to specific circumstances, an employee is entitled to a longer mediation period. Neither will the deduction be made insofar as the Employment contract termination committee takes longer to make a decision than the standard time set out for this in its regulations.

Capping

If you leave employment, your severance pay may be capped. The severance pay may never exceed the total of the base amount for the ING severance pay (B factor) multiplied by the number of months lying between the moment you leave employment until you reach Dutch state retirement age or, if this is earlier, until the employment contract ends automatically under the provisions of the ING CLA or of your fixed-term contract.

If your severance pay is capped at your state retirement age, you will also receive a gross amount equal to 15% of your monthly salary for each full month between your state retirement age and the moment that your employment contract automatically terminates under the provisions of the CLA or of your fixed-term contract. If you depart after reaching your state retirement age, you will receive a gross amount equal to 15% of your monthly income for each full month between your date of departure and the moment that your employment contract automatically terminates under the provisions of the CLA or of your fixed-term contract.

Enclosures: Process steps for determining whether a job is interchangeable or non-interchangeable

The parties to the CLA provide the following frameworks for the dialogue on the process of determining which jobs are to be deemed interchangeable or non-interchangeable:

- The director states which jobs in the scope of the reorganisation need to be distinguished and which of these specific jobs the director considers to be non-interchangeable or interchangeable. In the case of non-interchangeable jobs, the director must provide an overview clearly showing which of the current activities will be discontinued in full (e.g. in the context of outsourcing, etc.) as well as the changes to the employee's job that could cause the job to be considered 'non-interchangeable'.
- The Performance and Rewards CoE will carry out an assessment on the job levels and on the interchangeable and non-interchangeable jobs as proposed by the director. The Performance and Rewards CoE will draft and present its formal written advice on these matters. For the purpose of this assessment, the director will submit the following documents:
 - draft request for advice
 - job profiles
 - 'from – to' table
 - explanation of grounds for categorising a job as non-interchangeable.
- The recommendations made by the Performance and Reward CoE to the director

will be made available to the works council committee.

- Within the dialogue model, further consultation can take place between the director, the works council and the Performance and Reward CoE.
- In addition to consulting the employee body, the works council has the option of having an external party assess the interchangeable and non-interchangeable jobs, in which case the external consultant and the Performance and Reward CoE will always consult to clarify the recommendations.
- In its advice, the works council gives an opinion on whether or not the jobs are interchangeable, partly based on the assessment of whether the process steps as described above have been carefully followed and the requested documentation has been provided.

To monitor the effectiveness of this process, it has been agreed that an evaluation will take place regularly to determine whether jobs are truly not interchangeable in practice.





do your thing