

## Schiphol Social Agreement June 2022

Schiphol Nederland B.V. (Schiphol) and the trade unions FNV and CNV (the Trade Unions) have entered into consultations with each other regarding terms and conditions of employment and working conditions at the Schiphol location with the aim of reaching a social agreement for the Schiphol location. This agreement implements point 2 of the recently presented Schiphol Action Plan (see appendix).

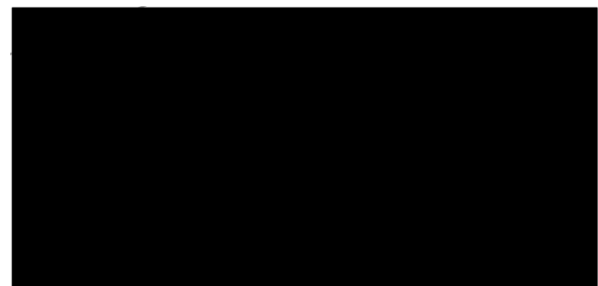
The immediate reason for the consultations held is the great rush at Schiphol during the past May vacations and the expected rush in the summer of 2022, combined with the current national and sectoral labor market shortages. The rapid upscaling combined with the tight labor market are leading to a new situation at Schiphol, in which Schiphol is taking a different position with this Social Agreement than before and wants to take an extra step to make structural improvements. The parties have been discussing a number of topics described in this agreement for some time.

The joint principle of Schiphol and the Unions (hereinafter: "Parties") is that (the site) Schiphol should be a place where employees enjoy their work, with fair terms of employment and under safe and healthy working conditions. In short: An attractive workplace for everyone.

This means:

1. Working safely and healthily with respect for each other is paramount;
2. Working conditions do justice to the intensity of work at Schiphol;
3. It should not cost the employee any money to be able to do the work at Schiphol do;
4. Permanent work is the norm and temporary workers are meant for "peak & sick.
5. Legislation and collective bargaining agreements must always be complied with and Schiphol monitors this, including through active contract direction;
6. Basic facilities, such as well-appointed and hygienic rest rooms with adequate facilities such as (free) coffee, tea and water, should be in order;
7. Personal protective equipment and other (quality) work materials are available at all times free of charge;
8. Supervised learning is central to internships and thus interns are not used as (cheap) substitutes for labor;
9. In tenders in the labor-intensive sector where the work remains the same the starting point is that all working conditions and individual commitments are taken over by the new employer. The contract change itself should not be a reason to change the terms and conditions of employment or individual commitments;

Initials



10. Schiphol as the airport operator takes responsibility on the aforementioned points and, taking into account the degree of influence that Schiphol has, makes an appropriate effort to counteract situations that are not in line with the aforementioned principles;
11. Schiphol has set up an internal and independent hotline for all Schiphol employees to report abuses and safety risks. This hotline is actively brought to the attention of employees.

In line with these guiding principles, the Parties in this agreement have made a number of concrete agreements that are divided into:

Part J: Short-term commitments Part 2:

Longer-term commitments

Part 3: Agreements of a more strategic nature.

#### Part 1: Short-term agreements Summer surcharge 2022

Every employee working in the security, cleaning, private bus transport and PRM services sectors who performs work in operations on the floor employed by a Schiphol contractor on a 'Schiphol plot' will receive a summer surcharge on the hourly wage of EUR 5.25 gross per hour actually worked. Schiphol has agreed with the employers in passenger handling (through the Employers' Association for Passenger and Baggage Handling Aviation (WPBL) and with KLM Groundservices), that they will pay their employees in the operational processes (passage, baggage and apron) the 2022 summer surcharge under equal conditions. Schiphol is willing to bear the cost of this.

The 2022 summer surcharge is intended as a token of appreciation for the efforts of everyone who works at Schiphol during the busy summer period. In addition, the summer surcharge is intended to keep Schiphol attractive for those already working at Schiphol despite the summer rush and labor market shortages, and also to entice job seekers to come and work at Schiphol. Finally, the summer surcharge can also encourage employees already working at Schiphol to come to work more hours.

The summer supplement is paid on the hours worked during the May vacation (two weeks) and summer period (effective June 1, 2022). More specifically, it covers the hours worked between Saturday, April 23, 2022 0:00 am to Monday, May 9, 2022 0:00 am and the hours worked between Wednesday, June 1, 2022 0:00 am to Monday, September 5, 2022 0:00 am.

The Summer Allowance 2022 will be paid no later than September 30, 2022, in the form of a lump sum payment. The summer supplement is not part of the basis for calculating vacation pay, pension, year-end bonus and (unregelmatig) allowances.

The surcharge is paid only on actual hours worked, i.e. not on vacation hours, sick hours or training hours. The summer supplement also applies to temporary workers hired by the contractors on the respective plots.

Initials

Employees who worked during the summer surcharge period but left employment or were no longer hired during the surcharge period will receive back pay for the hours they worked.

#### Rest rooms

During the month of May all defects in rest rooms and sanitary facilities were inventoried by Schiphol and this inventory will be shared with the Trade Unions. Before July 1, these defects will be resolved as far as possible. In consultation with the tenants, Schiphol will then discuss refurbishing the rooms in the short term and keeping them clean. In addition, Schiphol will play an active role in structurally improving the quality of rest areas under its own management.

#### Coffee/tea/water

It should not cost employees any money to work at Schiphol. This also applies to amenities such as coffee, tea and water. With immediate effect, these have been made available at Schiphol for all employees free of charge by the employer.

### **Part 2: Longer-term agreements.**

#### Schiphol labor market supplement

Like many other sectors, Schiphol is suffering from staff shortages. This currently makes working at Schiphol more intensive for certain groups of employees than working at another location.

In order to make working at Schiphol extra attractive for both current staff and labor market potential, the Parties have agreed on a Schiphol labor market surcharge. This will apply in the period from Monday, September 5, 2022 0:00 am to September 1, 2023 0:00 am. The surcharge will be paid to all employees in the security, cleaning, private bus transport and PRM services sectors, who perform work on the floor in the operation in the service of a Schiphol contractor on a 'Schiphol plot'.

The allowance is EUR1.40 gross per hour actually worked. This amount is based on 10% of the liveable gross hourly wage of EUR 14 per hour envisaged by the Unions. For a full-time workweek, the supplement amounts to a monthly amount of approximately EUR230 gross (assuming a 38-hour workweek). The supplement will be paid in the form of lump sum payments in the months of November 2022, March 2023, June 2023 and September 2023 (or at the end of employment in the form of a final settlement) and will not form part of the basis for calculating vacation pay, pension, year-end bonus and (unregelmatory) allowances.

The Schiphol Labor Market Surcharge is only paid on actual hours worked, i.e. not on vacation hours, sick hours or training hours. The Schiphol Labor Market Surcharge is applied equally to temporary workers hired by contractors on the relevant lots.

Schiphol and trade unions realize that only very recently, and for the first time in history and after lengthy negotiations, a unique agreement has been reached between the independent handlers united in the employers' association WPBL and the trade union FNV on a multi-year, sectoral CLA. Intended sector CLA

Initials

provides, among other things, for a solid wage development for three years starting January 1, 2023. The developments at Schiphol that manifested themselves after this sector CLA was agreed upon mean that WPBL and FNV will hold further consultations.

#### Rest rooms

No later than January 1, 2023, Schiphol, in consultation with the Trade Unions, will draw up a more structural plan of action to implement the desired improvements to rest rooms and sanitary facilities, including concrete completion dates.

#### Commuting and parking at Schiphol

In line with the Parties' principle that working at Schiphol should not cost any money, Schiphol will agree with the relevant employers providing services on behalf of Schiphol that as soon as possible (no later than at the time of contract change) the costs of commuting for all employees in operational service will be reimbursed 100% on the basis of Public Transport. In those cases where it is not reasonably possible to travel to work by public transport (if, for example, public transport is insufficiently available due to working hours), employers will pay an appropriate travel expense allowance as a minimum as set out in the relevant collective bargaining agreement or employment conditions scheme or an equivalent other compensation scheme. This also means that in such cases, employers will provide employees with a parking space free of charge as soon as possible, at the latest at the time of contract change.

Schiphol has discussed with the parties to the WPBL sector collective bargaining agreement that a similar arrangement as described above should also be included in the WPBL sector collective bargaining agreement.

#### Continuous leave vacation period

Agreements have been reached in most sectors regarding the possibility of taking consecutive leave during the (busy) summer period. Schiphol and the trade unions believe it is important that all employees should be given the opportunity to take a continuous period of leave of at least 10 days between May and October each year. If a more generous arrangement is agreed in an applicable collective bargaining agreement or terms of employment, this must of course be applied. Schiphol will also actively manage compliance with this agreement from 2023.

Part 3: Agreements of a more strategic nature.

As the operator of one of Europe's largest airports, Schiphol plays an important social role in the Netherlands. This is reflected in the large number of jobs at Schiphol, among other things. Based on its role as airport operator in social and societal terms, Schiphol also feels a great responsibility in this regard. Schiphol is therefore placing increasing emphasis on agreements within the framework of socially responsible commissioning and is also increasingly focusing on compliance with the (social) agreements made. Within the framework of this agreement, the parties have made a number of concrete agreements that will in any case demonstrate this responsibility in the longer term:

#### Social standard 'working at Schiphol'

No later than January 1, 2023, there will be a 'social standard' in which Schiphol describes the way in which it gives substance to social and socially responsible commissioning. Schiphol will involve the trade unions in the development of this 'social standard'.

Initials

To contractors, this starts with making the right agreements and setting the right requirements for the contractor during the tender phase. But it is also about Schiphol's responsibility as a client to ensure that the contractor actually complies with the agreements made.

Structural or material violations will be discussed by Schiphol and the Unions.

Schiphol will apply the social standard to new contracts. For current and expiring contracts, Schiphol will enter into discussions with contractors to adjust the agreements, unless this is not obvious in view of the remaining term.

### Tenders

The 'social standard' contains a renewed vision of in- and outsourcing of work and the terms of employment to be applied at the Schiphol location. Schedules and working hours will also be included.

If - in accordance with this vision - a decision is taken to once again outsource certain services in the labor-intensive sector to contractors, Schiphol will explain the reasons for this to the Trade Unions and will give the Trade Unions the opportunity to express their views prior to the tender. The Trade Unions will therefore be actively involved in every tender in the labor-intensive sector in order to represent the interests of employees.

For tenders in the labor-intensive sector where the work remains the same, all working conditions and individual commitments are taken over by the new employer. The basic principle is that as little as possible changes for employees after a change of contract.

Schiphol continues to feel responsible and will actively enforce the agreements made.

### Internships

The Parties believe that the purpose of an internship is a learning process, in which the intern is supervised by an internship coordinator or supervisor. In the opinion of the Parties, trainees should not be deployed in fully-fledged positions and restraint should also be exercised in the deployment at night hours. Trainees are not deployed as (cheap) labor in order to prevent labour displacement. Moreover, the reimbursement of expenses for a trainee should fit in with the basic principle that (learning) to work at Schiphol (the trainee) should not cost any money. This also means that travel expenses based on public transport will always be reimbursed if the trainee does not have a valid public transport pass on the traineeship.

Aviation Community Schiphol is working with training institutes (ROC) and employers at Schiphol in the context of the deployment of trainees to arrive at collective guidelines on the deployment of trainees, with the aim of better protecting the position of trainees. One of the agreements is that a hotline will be set up for trainees where they (and trade unions) can report acts contrary to the collective guidelines. If desired, FNV Young & United and CNV Jongeren can also be involved in these talks.

Initials

### Safety of working at Schiphol Airport

#### *Equipment Pooling*

Equipment pooling should ensure that a standard set of general purpose ground handling equipment (GSE) is available at aircraft stands. This eliminates the need for ground handlers to look for equipment located elsewhere at the airport. This results in fewer airside movements and less risk of delayed handling. The purpose of equipment pooling is partly to increase achieve a common quality standard of equipment, which will also allow us to work in a more focused way to reduce harmful emissions. In addition, equipment pooling benefits safety and reduces the (work) pressure on handling personnel.

The introduction of the equipment pool will begin on October 1, 2022. In the phases that follow, experiences (including those of operational employees) will be incorporated and the size of the equipment pool will be further expanded. The end goal is one uniform pool of ground handling equipment.

#### *License to Operate/Rules of Groundhandling*

Schiphol sets, in co-creation with handlers, minimum requirements in the areas of safety, a safe workplace, sustainability, staff training & education, 'operating standards' and handling quality. Agreements in a License to Operate are imposed on handlers, are binding and are consulted with the airlines. Schiphol ensures that the agreements made are complied with. On January 1, 2023, the first version of the License to Operate will be implemented. It will then be further refined annually, based in part on user experience.

The License to Operate aims to promote quality of handling, prevent a negative effect on safety and counteract excessive work pressure. The topic of License to Operate will be included as one of the topics at the social dialogue table (see below).

#### *Operating model*

In addition to the above, both Trade Unions and Schiphol believe that the number of handlers operating at the Schiphol location should be limited as soon as possible. That is why Schiphol wants to enter into consultations with the Unions and the Ministry about the handling model, the objective being that the (free) market idea for the provision of services at Schiphol should be restricted by the government in this context.

Specifically, the joint objective of Trade Unions and Schiphol is that the number of handlers operating at Schiphol will not increase further in the coming years in the first instance. In addition, Schiphol wants to move to a new and sustainable model of passenger and aircraft handling.

#### *Aggression and work environment*

Employees at Schiphol may have to deal with aggressive passengers. The Schiphol organization is prepared for this and the Royal Netherlands Marechaussee is always ready to intervene if necessary. At expected peak moments, extra care will be taken to ensure (where necessary) increased required deployment of the Royal Marechaussee. Employers will provide adequate shelter and assistance to employees confronted with aggressive behavior.

In the context of work pressure (whether or not related to the above), Schiphol undertakes to establish a structured set-up for a representative independent measurement of work pressure, which also includes the safety culture. The workload measurements must be carried out at a frequency appropriate to the sector in question, but at least once every four years. The results will be shared with the Trade Unions.

#### Trade union facilities

Schiphol recognizes that in order for Trade Unions to properly perform their role, it is necessary for them to have access to the workplace. Much of the employees' work takes place in non-publicly accessible areas. The Trade Unions can make use of visitor arrangements. Schiphol supports Trade Unions' access to the workplace and offers support if Trade Unions are denied access. Furthermore, Schiphol will investigate the extent to which it is possible to make Trade Union officials representing members in a secure area eligible for a Schiphol Pass under certain conditions.

If available, Schiphol will make a (landside) space available per day (part) to the Trade Unions on request to speak to their members.

Finally, Schiphol encourages all employers in the sector to make concrete agreements with the Trade Unions on union leave.

#### Social dialogue table

By January J, 2023 at the latest, a "Social Dialogue table" will be set up with the aim of structurally investing the social themes (instead of incidentally). Employees of the companies involved will be given an important voice in this through so-called "sounding board tables."

#### Duration, obligation of peace and signature

This agreement has a term from June 1, 2022 to September 1, 2023. The agreements in Parts 1 and 2 of this Agreement apply for the period as indicated in the relevant agreement. If not specifically indicated, an agreement applies for the entire term of the agreement. Part 3 concerns structural agreements that continue beyond the term of the agreement. In March 2023, the Parties will evaluate the effects of the Social Accord.

#### Peace Duty

Within the frameworks of these agreements, it is not appropriate for the Trade Unions to organize strikes, work stoppages or other collective actions during the term of this social agreement that have the potential to disrupt airport operations at Schiphol. The parties have therefore agreed on a 'duty of peace' with each other. This duty of peace means, among other things, that the Trade Unions will not organize any collective actions that could disrupt the operational process at Schiphol. Within the framework of regular collective bargaining, the Unions are free to exercise their collective action rights, but these actions must not disrupt the further operational process at busy times at the airport. This is subject to the usual safety consultations.

Initials

The parties believe that the agreements described above are a good way to implement the ambition to make Schiphol an attractive place to work for everyone. The parties will actively promote this vision.

Thus drawn up in duplicate and signed at Schiphol, dated May 31, 2022

Schiphol Netherlands B.V.

Schiphol Netherlands B.V.

D.A. Benschop  
President Director & CEO

E.J. Valk  
Director of Human Resources

FNV

FNV

J.J. van Doesburg  
Campaign manager

H.A.L.W. Hoogenboom  
Director

FNV

B. Nelen  
Director

CNV Trade People

CNV Trade People

E.A.E. Maas  
Director

K.H. Honkoop  
Director

Initials