

Collective Agreement

between

**The Employers' Association of the Swedish
Banking Institutions (BAO)**

And

**Jusek (The Swedish Union of University Graduates
of Law, Business Administration and Economics,
Computer and Systems Science, Personnel
Management, Professional Communicators and Social
Science)/Civilekonomerna (The Swedish
Association of Graduates in Business
Administration and Economics)/Sveriges
Ingenjörer (The Swedish Association of Graduate
Engineers)**

for graduate professionals

From 1/1 2015

*In the event of there being a dispute as to the interpretation of this agreement which
has been translated into English
then the terms of the original version written in Swedish shall take precedence.*

BAO ARBETSGIVARNA INOM BANK OCH FINANS
THE EMPLOYERS OF THE FINANCIAL SECTOR



LIST OF CONTENTS

5	§ 1. The scope of the agreement
6	§ 2. Employment
8	§ 3. Cessation of employment
13	§ 4. Extra assignments etc
13	§ 5. Working hours
19	§ 6. Holidays
23	§ 7. Pay
28	§ 8. Leave of absence and illness
36	§ 9. Rules of procedure for negotiations
40	§ 10. The period of validity of the agreement
41	Agreement on On-call Duty
43	Agreement on Teleworking
46	Co-determination Agreement
49	Agreement on Security Issues during an Industrial Conflict

§ 1. THE SCOPE OF THE AGREEMENT

1. The scope

This agreement applies to employees who are members of Jusek/Civilekonomerna/Sveriges Ingenjörer and also to SACO (The Swedish Confederation of Professional Associations) associations, which are members of the PTK (the Council for Negotiation and Cooperation) represented at all banks which are members of the BAO with the following exceptions:

a) Employees (cleaning and canteen staff etc.) who do not serve in the banking operations and for whom a separate agreement has been concluded in certain cases.

b) The employees below

1. Managing Director
2. The secretary to the Managing Director
3. Senior Executives
4. HR Manager or equivalent at the Head Office of the bank
5. Certain employees according to an agreement between the bank and the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer

c) The employees below are exempt from industrial action

1. The Managing Director
2. The secretary to the Managing Director
3. The Deputy Managing Director or Acting Managing Director
4. Senior Executives who are part of the Management Group at the Head Office or central company management
5. The HR Manager at the Head Office, Regional Bank or corresponding unit
6. Member of Management or equivalent position at a regional bank or corresponding unit
7. Certain employees according to an agreement between the

bank and Jusek/Civilekonomerna/Sveriges Ingenjörer

Jusek/Civilekonomerna/Sveriges Ingenjörer are prepared to allow further exemptions from industrial action in the case of industrial conflict.

Note:

Jusek/Civilekonomerna/Sveriges Ingenjörer have declared that members with positions such as Managing Director, Deputy Managing Director, Administrative Manager, HR Manager or other central positions with equivalent working tasks may not take on any trade union assignments or be actively involved in local trade union activities.

2. Management

The bank manages and allocates the work in the company taking the rules on co-determination in laws and agreements into consideration.

Note:

If Jusek/Civilekonomerna/Sveriges Ingenjörer are not represented in a local organisation at the bank, the rights and obligations are transferred to the employee concerned in accordance with this agreement.

§ 2. EMPLOYMENT

Employees are permanent employees, probationary employees or fixed-term employees.

2.1 Permanent employment

A permanent employee is an employee who is neither a probationary employee nor an employee on a fixed-term contract.

2.2 Probationary employment

A bank intending to offer a person a trial assessment period for a permanent position may employ this person as a probationary employee.

Probationary employment shall last no more than twelve calendar months. The length of the probationary period shall be determined at the time of employment. Fixed-term employment, which directly precedes a probationary period, shall be credited with no more than six months unless otherwise agreed locally.

An extension of a probationary period of up to in total 12 calendar months may be agreed between the bank and the employee. If special reasons prevail, an extension exceeding 12 calendar months may be permitted subject to a local agreement.

The probationary employee shall at the latest one month before the end of the probationary period receive notification regarding whether the employment shall be terminated or whether it shall be transformed into permanent employment. Probationary employment may also be terminated before the end of the probationary period with the observance of one month's notice.

A probationary employee becomes a permanent employee after an approved probationary period.

23 Fixed-term employment

An agreement regarding fixed-term employment may be entered into between the bank and the employee for a total of at most 18 months within a five-year period.

An agreement to extend the fixed-term employment for at most a further nine months within the same period of time may be reached between the bank and the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer.

Fixed-term employment is converted into permanent employment when an employee has been employed at the bank on a fixed-term contract for more than 27 months over a five-year period.

Notwithstanding the above, the bank may employ on a fixed-term contract an individual who has been accepted to further or higher education entitling the individual to a study grant from CSN, the National Board of Student Aid, or who for at most two consecutive terms takes a break from such further or higher education. Each separate period of a fixed-term contract may run for a period of not less than one and not more than nine months. The fixed-term contract lasts for the entire agreed period even if the conditions for entering into the contract have ceased to exist or have changed. An employment period in accordance with the rules set out in this paragraph shall be deducted at the time of entering into a new fixed-term employment period at the bank in accordance with paragraphs 1-3. If the deduction of a period of employment in accordance with this paragraph entails that 18 and 27 months respectively are reached in accordance with paragraphs 1-3, the deduction is reduced so that the new fixed-term period may only be entered into for a period of at most four months immediately following the fixed-term period in accordance with this paragraph.

A bank, which intends to employ an individual for a trial assessment period before a permanent contract is entered into, shall employ this individual as a probationary employee.

An individual who is employed at the bank after the age of 65 or who receives a pension from previous employment at the bank is a

fixed-term employee.

Note:

The paragraph above is no longer valid as from 1st July 2015. Employment entered into before that date remains unchanged for the duration of the employment.

The bank shall annually inform the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer of the fixed-term employees on 1st February and 1st September, unless otherwise agreed locally.

§ 3. CESSATION OF EMPLOYMENT

In the event of notice of the cessation of employment or regarding the determination of the order of priority, priority rights and certain redundancy rules, the rules below apply with consideration taken to the provisions in the Employment Protection Act.

Period of notice etc.

a) Notice given by the bank

The following periods of notice shall apply to employees whose employment contract was concluded on 1st June 2009 or later.

<u>Length of employment</u>	<u>Period of notice</u>
Less than 5 years	3 months
5 years but not 8 years	4 months
8 years but not 10 years	5 months
10 years -	6 months

Employees who at the time of the period of notice have reached the age of 55 receive a six-month period of notice.

Transitional rule

The previous rules apply for employment contracts signed before 1st June 2009:

<i>Permanent employee</i>	<i>Less than 5 years as a permanent employee</i>	<i>Between 5 but not 10 years as a permanent employee</i>	<i>At least 10 years as a permanent employee</i>
Age	Period of notice	Period of notice	Period of notice
<i>Under 35</i>	<i>3 months</i>	<i>4 months</i>	<i>6 months</i>
<i>35 but not 40</i>	<i>4 months</i>	<i>4 months</i>	<i>6 months</i>
<i>over 40</i>	<i>6 months</i>	<i>6 months</i>	<i>6 months</i>

b) Period of notice given by the employee

Less than 5 years as a permanent employee *At least 5 years as a permanent employee*

Period of notice	Period of notice
2 months	3 months

Note for a) and b):

Length of employment refers to the time that the permanent employee has been employed at the bank.

An agreement with regard to a longer period of notice can be concluded between the bank and the employee.

The period of notice is one month for both parties for probationary employees and employees on a fixed-term contract.

For fixed-term contracts longer than six consecutive months, the bank shall, if it wishes that the employment shall cease at the end of the agreed time period or when the job has been performed, notify the employee one month in advance that the fixed-term contract will be terminated. The bank is not obliged to notify the employee earlier than that. This shall be done in writing on the request of the employee.

If an employee leaves his/her employment without wholly or partially taking consideration of the period of notice, the bank is entitled to indirect compensation. This compensation amounts to the pay that would have been paid during the period of time in question. A set-off is permitted.

Note:

The parties agree that the practice, which has been developed in the Swedish banking sector over a long period of time, entails that the banks during periods of organisational and structural changes will apply more far-reaching relocation rules for permanent employees than what is stipulated in the Employment Security Act and thus will, in a positive spirit, consider the possibilities for relocation within the Group. This applies to banks/companies where employees have notified their interest, up until nine months have elapsed since the termination of the employment. The banks are similarly prepared to arrange or help arrange training to a reasonable extent if this is required to ensure that the employee in question qualifies for a proposed position.

In addition, the banks are prepared to consider how employment may be arranged for a permanent employee in a jointly owned company who is made redundant due to operational cutbacks.

Rules on order of priority etc.

1. RULES ON THE ORDER OF PRIORITY IN CONNECTION WITH REDUNDANCIES

There is a set order of priority for this area in the agreement.

It is presumed that when there are redundancies, the bank and the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer shall come to an agreement regarding the order of priority based on the staffing needs of the bank and the length of employment of the employee.

It is possible to deviate from the Employment Security Act and the rules on order of priority and priority rights in respect of new employment in this agreement through an agreement between the bank and the local organisation of Jusek/ Civilekonomerna/Sveriges Ingenjörer. Thus, the local parties have a shared responsibility to ensure that the assembled staff makes it possible for the company to achieve increased productivity, profitability and competitiveness.

The assessment of sufficient qualifications shall be based on the skills the bank requires for its operations. The employee in question shall be deemed to have the qualifications that are required only if the operations and the short and long-term needs of the bank are taken into consideration

The qualifications of the employee shall be assessed in a broad sense where a special emphasis is placed on education and

training, professional knowhow and personal suitability.

2. PRIORITY RIGHTS IN RESPECT OF NEW EMPLOYMENT

Employees who have been made redundant have a priority right in respect of new employment, when a need for labour at the bank arises. This right ceases when nine months have elapsed from the time of the redundancy. The following preconditions shall exist for such a priority right to apply:

- a) The employment at the bank shall have lasted for at least one continuous year.
- b) When a fixed-term contract has been terminated due to redundancy, a priority right in respect of a new fixed-term contract applies if the previous period of employment has lasted over 18 continuous months during the last three years. A priority right in these cases does not, however, apply to fixed-term contracts that are expected to last for no more than a month.
- c) The employee shall have the necessary qualifications and be suitable for the position that is going to be filled. The basis for the assessment of the qualifications shall be the skills needs of the bank and what is required for the business. The employee in question shall be regarded as having the qualifications required only if the operations of the bank and the bank's needs are taken into account for both the short and long term.
- d) A priority right in respect of new employment applies, unless otherwise agreed locally, only for the branch of the bank in the town where the employee was placed before the employment was terminated.
- e) If an individual wishes to be awarded a priority right in respect of new employment, he/she must apply to the bank.
- f) If the bank offers new employment, the employee should take up the position within a month. The priority right lapses if an offer of employment, which reasonably

should have been accepted, is rejected.

- g) If the bank aims to employ an employee when another individual has a priority right in respect of new employment or if there are several individuals who come into question and are eligible, the bank shall negotiate with the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer

3. ADVANCE NOTICE AND DELIBERATIONS

If the issue of an employee being given notice arises, the bank shall give advance notice to the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer.

Advance notice is given when it is a matter of:

- a) Notice due to the personal circumstances of the employee – at least two weeks before notice is given.
- b) Dismissal – at least a week before the dismissal.

The bank shall within the above given timeframe also inform the employee in question about the action taken.

The employee is entitled to request deliberations on the issue within a week of notice being given or the information being provided.

If deliberation has been requested, the bank may not take the action in question until after the deliberations but is permitted to immediately suspend an employee who has been given advance notice of dismissal.

Advance notice and information shall be in writing.

§ 4. EXTRA ASSIGNMENTS ETC.

1. An employee may not engage in speculative transactions or surety bonds to such an extent that the financial position of the employee may be significantly jeopardised.

2. An employee may not without the consent of the bank for his/her own benefit or the benefit of someone else run any kind of agency or business or take on employment or an assignment that may have a negative impact on the employee's work at the bank. Such an application for consent shall be made in writing.

In such cases where the bank so requests, the employee shall submit information with regard to employment or an assignment of the nature described above.

3. The bank shall draw up guidelines on bank ethical issues in accordance with the recommendations of the Swedish Financial Supervisory Authority (Finansinspektionen). The guidelines shall be distributed to the employees.

§ 5. WORKING HOURS

Local agreements

Working hours are regulated in a collective agreement between the bank and the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer which is in lieu of the Working Hours Act with the exception of the rules that are not optional.

Local agreements on working hours aim to adapt working hours to the requirements of the operations as well as to the various wishes and needs of the employee. The basis of the local agreements shall be the significantly changed preconditions for banking operations with demands regarding a more efficient and

flexible organisation as well as the employees' demands regarding a greater flexibility and more individual solutions. A benchmark in the local negotiations is that the agreement on working hours as such should not affect the sum of the total income of the employees either upwards or downwards.

Regular working hours consist of on average 38.5 hours per working week without a public holiday for full-time employees. Midsummer's Eve, Christmas Eve and New Year's Eve count as public holidays.

Regular working hours can take place 24/7/365.

If a local agreement is not concluded, the following applies:

THE NUMBER OF WORKING HOURS

Regular working hours constitute on average 38.5 hours per working week without a public holiday during a calculation period of maximum 10 weeks.

Regular working hours shall take place Monday to Friday excluding weekends between the hours of 7 am and 9 pm with a maximum of 10 hours per day. Midsummer's Eve, Christmas Eve and New Year's Eve also count as public holidays. As regards 5th January (12th Night), Maundy Thursday, 30th April (Walpurgis Night), the day before Ascension Day and the day before All Saints' Day – working hours shall be scheduled between 7 am and 2 pm.

The regular working hours of an employee may be scheduled at other times than those described above upon agreement between the bank and the employee. It is possible to make a pay review in conjunction with a change in working hours.

The employee is informed about work schedules covering at least a month at the latest 14 days before the beginning of the period. Fixed-term employees are exempt from this rule.

OVERTIME

1. Exemptions from the rules

The rules in Sections 2-6 do not apply for:

- a) Employees with a salary amounting to at least 45 000 kronor/ month, unless otherwise agreed locally;
- b) Employees for whom an agreement has been reached stipulating that no overtime compensation shall be paid.

2. General overtime and additional hours

If a special need arises, overtime and additional hours may be approved for at most 100 hours during the course of one calendar year. At most 48 hours of overtime may be approved over a four-week period or 50 hours during the course of one calendar month.

3. Extra overtime/additional hours

If special circumstances prevail, an agreement may be reached between the bank and the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer or if either party so requests extra overtime/additional hours amounting to no more than 200 hours during the course of one calendar year. An agreement in accordance with the above may also be reached for more general overtime than the 50 hours during the course of one calendar month or 48 hours over a four-week period.

4. Settlement

Overtime and additional hours that are compensated with time off are not included in the measurement of overtime/additional hours. One hour of time off work as compensation for overtime corresponds to one additional hour/one hour of overtime.

5. Natural disasters and accidents

Should a natural disaster or accident or some other similar circumstance, which was not possible to predict, cause an interruption to the operations or an imminent risk for such an interruption or for damage to life, health or property, overtime and additional hours may be put in to the extent required by the circumstances (emergency overtime). Emergency overtime may only be worked on condition that the bank informs the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer about the overtime and/or additional hours worked.

6. Recording working hours

The bank shall keep the necessary records to calculate overtime and additional hours.

7. Definition of regular working hours

Regular working hours are working hours stipulated in the collective agreement. When calculating overtime and additional hours according to the above, regular working hours are equated with statutory and contractual time off, i.e. holidays, sick leave and parental leave, time off for military service, study leave. Leave to perform trade union work, voluntary assignments in schools, public assignments and other types of paid leave of absence.

8. Definition of overtime

Overtime for a full-time employee is work above and beyond the scheduled working hours for full-time employees.

Overtime for fixed-term employees is working hours beyond the annual working time for full-time employees.

9. Definition of additional hours

The bank may order additional hours for part-time employees when a special need arises. Such work is recompensed on an hourly basis.

Additional hours are working hours which for an employee on a part-time contract are in excess of the contractual regular working hours but do not count as overtime.

10. Time and a half and double time

The first two hours of every period of overtime count as “simple overtime” – i.e. time and a half.

Other overtime is “qualified overtime” – i.e. double time.

Overtime worked on a day when the bank is closed is qualified overtime.

11. Preconditions for overtime and additional hours

Overtime and additional hours shall be compensated if ordered by management, approved in advance or as an exception approved after the event.

12. Compensation for overtime

Cash compensation for simple overtime amounts to time and a half, for qualified overtime it is time doubled. The hourly rate is calculated by dividing the monthly salary by 160.

Compensation leave amounts to 1.5 hour's leave for 1 hour's overtime, and 2 hours of leave for 1 hour of qualified overtime.

Overtime is compensated either as a cash payment (payment compensation) or as time off (compensation leave).

The wishes of the employee shall be taken into account as far as possible during consultation between the bank and the employee.

13. Exemptions from overtime compensation

Employees with a monthly salary amounting to at least 45 000 kronor do not receive overtime compensation unless otherwise agreed locally. These employees are awarded a further three days' holiday above and beyond what is stipulated in Section 6.2.

An agreement can be reached regarding exemptions from overtime compensation between the bank and an employee, who due to his/her position has the right to order other employees to work overtime or who has the right to independently determine whether they shall work overtime. In such a situation, an employee shall instead be compensated with a further three days' holiday above and beyond what is stipulated in Section 6.2.

SAFEGUARDS

Total working hours

Total working hours (i.e. regular working hours plus overtime/additional hours) may amount to on average per annum at most 48 hours per week.

Daily rest periods

An employee shall have a daily rest period per 24 hours of no less than 11 hours. When the daily rest period is shortened, the employee shall be guaranteed an appropriate form of compensation.

Weekly rest periods

One daily rest period shall for every seven-day period be extended by 24 hours to a weekly rest period of 35 hours. This weekly rest period may be shortened to no less than 24 hours. When a weekly rest period is shortened, the employee shall be guaranteed an appropriate form of compensation.

Night work

The regular working hours for a night worker shall not exceed an average of eight hours for every 24-hour period on average per annum. Night work constitutes at least three hours of regular working time scheduled between 11 pm and 6 am.

Regular weekly working time shall amount to at most 35 hours on average over a four-week period for permanent night work.

Permanent night work constitutes an employee only working at night and not working during the day time and that the night work is carried out on average five times a week over a four-week period.

Note:

Sections 6, 12, 15 and 17 in the Working Time Act are applicable.

THE NATIONAL DAY

When the National Day falls on a Saturday or Sunday, a full-time employee shall receive a day off with pay. The time off is determined in consultation between the bank and the employee. When determining when the time off shall be taken, the wishes of the employee shall be taken into account as far as possible. The time off cannot be saved and does not qualify for cash compensation if the time off is not taken.

A local agreement is reached regarding how compensation leave for the National Day is proportioned for fixed-term employees.

§ 6. HOLIDAY

Observing the provisions in the Annual Leave Act in general, the following shall apply:

6.1 The holiday year

A holiday year extends from 1st January until 31st December.

An employee's right to holiday is earned throughout the calendar year.

When employment is terminated, a deduction can be made from outstanding pay for holiday pay received in advance, by taking into consideration Section 29 a of the Annual Leave Act.

6.2 The number of days of holiday

An employee is entitled to 27 days' holiday.

The rules in this Section do not apply to a fixed-term contract of under three months. There is no holiday entitlement, but there is a right to holiday compensation amounting to 12 % of earned pay and pay supplements according to Section 6.5.

Employees who are not entitled to overtime are entitled to a further three days of holiday.

Holidays in the text refer to banking days when holiday is taken.

An employee who is employed after 31st August is entitled to holiday that can be calculated as having been earned during the year.

Unless otherwise stated, holiday refers to paid leave.

Entitlement to unpaid leave is regulated in the Annual Leave Act.

Transitional rules:

1. An employee who was promoted on 31st December 2001 retains his/her holiday entitlement (applies from 1/1/2001).

2. An employee who was appointed senior executive as per 31st August 2000 retains his or her holiday entitlement and is not entitled to overtime compensation (applies from 1/9/2000).

3. Employees who have reached the age of 40 and who are entitled to 28 days' holiday, retain their holiday entitlement as long as their employment lasts. Employees who reached the age of 40 on 31st December 2010 at the latest are entitled to 28 days' holiday the year this occurs and retain this holiday entitlement for as long as their employment lasts.

6.3 Holiday plan

Observing Section 10 of the Annual Leave Act and the current rules of procedure for co-determination decisions and negotiations, a holiday plan should be in place by 15th April.

Unless otherwise agreed, holidays shall be scheduled so that an employee has a period of leave lasting at least four weeks during the period June-August, unless special circumstances prevail.

6.4 Holiday pay

Ordinary pay is paid during holidays. In the event of absence that does not qualify as holiday, the number of days' paid holiday is calculated according to the following:

$$\frac{(250 - \text{the number of non-holiday qualifying banking days}) \times \text{holiday entitlement for an entire year}}{250}$$

In the event of a fraction being the result of the calculation, the amount is rounded off to the nearest higher figure. There is deemed to be a fraction if the first decimal is greater than zero. The final determination of the number of days' holiday is made at the end of the year. If too much holiday pay has been paid, it is deducted from outstanding pay, from the holiday pay of the following year or according to a separate agreement. Leave of absence, both paid and unpaid, when the employee would normally have worked, constitutes holiday qualifying absence.

Note:

Holiday pay is not paid to employees who have had an absence of a full calendar year, which is not holiday qualifying.

A daily rate is calculated as the monthly salary x 12/250 when determining holiday pay and holiday compensation.

6.5 Holiday compensation on pay supplement

In addition to normal pay according to 6.4, holiday compensation is paid amounting to 10.75 % of the compensation for overtime, additional hours, on-call duty and commission.

Such holiday compensation is paid in conjunction with the end of the holiday year at the latest.

6.6 Supplementary holiday pay

Employees receive 1.45% on top of their pay in the form of supplementary holiday pay. Payment of the supplementary holiday pay is made in conjunction with the payment of the June and December salaries respectively, unless otherwise agreed locally.

6.7 Saved holiday

Employees, who during a holiday year are entitled to over 20 days' paid holiday, may save up to five such days for a later holiday year in accordance with Section 18 of the Annual leave Act.

Employees who only work on certain banking days (intermittently), are entitled to save up to three days' paid holiday for a later holiday year on condition that their employment has lasted the whole calendar year and on the terms stipulated in Section 18 of the Annual Leave Act.

Holiday, which has not been used by the end of the year and which may not be saved, is paid as holiday compensation.

Note:

Even in years when an employee takes out saved holiday as leave or as holiday compensation, the employee may still save days.

If an employee both saves and takes out holiday, the employee does not have an unconditional right to take out the saved days in conjunction with the main holiday periods of the year.

6.8 Holiday pay for saved days

When taking out a saved day, an employee receives his/her normal pay, although account is taken of the set working hours in relation to full-time employment during the year in which they were earned.

6.9 A change in working hours

When working hours are changed during the holiday year, this must be taken into account when calculating holiday pay.

6.10 Part-time employee

Part-time employees, who do not normally work every banking day, are entitled to paid holiday on days when the employee would normally have worked. Other days' holiday can be scheduled on work-free days.

6.11 Back on duty

If an employee, on the request of the bank, comes back on duty during his/her holidays, reasonable compensation shall be paid for any costs incurred and travel days shall be calculated as days on duty.

6.12 Alternative holiday calculation

Instead of using the rules above to calculate holiday, holiday can be calculated per hour according to industry practice.

§ 7. PAY

1. The overall basis for wage formation and setting pay

Pay is an important instrument to ensure that the bank operations are run in a productive and efficient way.

Pay shall, for example, encourage an individual employee to improve his/her performance at work, take on a greater responsibility, enhance the level of knowledge and develop the business. Pay shall be determined individually and is differentiated. The same principles shall apply for men and women as well as for younger and older employees. The bank shall strive to put in place a pay structure and ensure pay differentiation between employees that are both perceived as fair and objective.

Clear and realistic goals for the operations and for the employee shall also be drawn up. The managers of the bank have a specific responsibility to ensure that targets are set and that there is a follow up of the outcome. The bank's pay policy, its basis for pay, shall be firmly established among the employees.

Productivity, growth and profitability constitute decisive preconditions for the competitiveness of the bank and shall have an impact on the pay development of employees with a university education. Pay levels, pay setting and pay rises are also effected by the situation in the market, such as the supply and demand of certain skills and qualifications as well as the situation regarding pay in the local labour market. Pay setting shall be a transparent process, known to both employer and employee. The bank is responsible for ensuring that the pay setting principles and pay criteria are clear and known throughout the company.

2. General pay provisions

Salaries are paid monthly and in arrears.

In the event of part of a month being worked, salaries are paid in relation to the total number of working days during the month in question.

The actual pay of an employee can only be decreased in accordance with a central, local or individual agreement.

3. Mapping pay

Every year the bank shall map out the existence of unjustified differences in pay between men and women in different types of work and for different categories of employees. This does not apply to banks with fewer than 10 employees. The mapping exercise shall take place in consultation with the local joint organisation of the professional associations at the bank.

4. The pay-setting process at the bank

Local pay negotiations take place annually as from 1st January. The bank and the local joint organisation of the professional associations can come to an agreement concerning a different date. This presupposes - regardless of what is said about local parties in this agreement - that there is a local organisation at the bank.

The Collective Agreement for Professional Employees (Akademikeravtalet) does not include any set amounts or general supplements. It is thus very important that every employee encompassed by the agreement has a meaningful pay interview. It is through a clear and informative interview that the employee is allowed to understand how his/her performance has an impact on the development of pay.

4.1 THE INITIAL PHASE

The local parties shall in good time and based on the situation at the bank go through the agreement and its intentions together and try to agree on how to draw up the local pay-setting process before every pay review. In this way, a pay-setting process that is clear for both employer and employee is established.

The employer provides information with regard to current pay among the members of the local joint organisation and the pay structure as well as the general financial and market situation of the company.

The parties review the following together:

- The content of the agreement and its intentions
- current pay-setting criteria
- overall time plan including the individual pay interviews
- the set up of the upcoming pay review
- the training and information needs of managers and employees
- who is included in the pay review

Consultation

If the parties do not agree on all the different steps of the process, the central parties may be contacted with the aim of clarifying the principles of the agreement and ensuring that the pay-setting process may proceed without delay.

4.2 THE INDIVIDUAL PAY AND PAY INTERVIEW

After the initial steps have been taken, the bank shall schedule pay interviews with the members of the local joint organisation.

Pay is determined individually and shall be differentiated. Pay is set based on the nature and complexity of the work of the employee, the performance of the employee, results achieved, responsibility, market forces, teamwork skills etc. Pay shall encourage the individual employee to improve his/her work performance, to take on a greater responsibility, to enhance skills and to develop the business. It is common for an employee with a strong work performance at the bank to enjoy a positive pay development. Discriminatory pay setting may not occur. Time taken on parental leave is equated with time spent at work.

A pay overview may take place in conjunction with promotion.

The individual pay interview is an important part of the local pay-setting process. The pay interview shall be an annual and balanced dialogue between an employee and his/her immediate pay-setting manager.

The interview should take both a backward-looking and a forward-looking perspective as the focus of the business is discussed as well as teamwork, working tasks, developments, changes, the relationship between the manager and the employees

as well as other important issues that have to do with the working situation.

The aim of the pay interview is to:

- Explain established principles of pay/factors on which pay is based.
- Evaluate the work performance of the employee.
- Give the employee the opportunity to describe his/her working tasks and results achieved.
- Discuss pay in relation to the working situation and what is required to ensure a positive development of pay in the future.
- Reach an agreement on pay.

If the employee receives no or a very small pay rise, it is important that the reasons for this are explained. If the employee's work performance has not been adequate, a plan is drawn up together with the employee in question. The plan shall focus on the reasons behind the lack of or low pay rise and use that as a basis for concrete measures, for example, skills enhancement measures, a change in working tasks etc. in order to ensure the necessary preconditions for a positive development of pay in future pay reviews.

If the pay development of an employee lies substantially below the average at the bank over the course of a three-year period, this shall be highlighted and analysed during the pay interview. The aim of the overview is to establish the reason behind the unfavourable development of pay and to agree on possible measures. Agreed measures, like a pay rise, skills enhancement and a change in working tasks shall be documented.

The result of the pay interview shall be documented in writing if a party so requests.

43 WHEN MANAGER AND EMPLOYEE DISAGREE

If a manager and employee do not agree on a new pay level, the issue can be referred for local negotiation if the employee so requests.

4.4 AGREEMENT ON PAY RISE – LOCAL NEGOTIATION

As a general rule, local negotiations shall be finalised within 4 months or the pay review date. If this is not possible, the local parties shall, unless otherwise agreed, draw up a plan for when the local negotiations shall be finalised.

After the pay interviews have been conducted, the bank shall compile the total pay rise of the members of the local joint organisation. The parties reconcile the total pay outcome for the members of the local joint organisation linked to the financial preconditions and the desired pay structure of the bank. The bank also provides information about the pay of the members of the local joint organisation.

The local parties agree on the total pay rise. This includes also trying to reach an agreement in the case of an individual member during the pay interview referring the matter of new pay to a local negotiation.

4.5 THE FINAL STEP

The local parties go through the pay review that has been conducted and make an evaluation of:

- The pay process
- The pay interview
- The negotiation climate

5. The rules of order for the negotiations

Minutes shall be taken if a party so requests.

If the local parties are unable to reach an agreement in accordance with 4.4, the issue regarding the total pay increase can be referred to a central negotiation as stipulated in the provisions in Sections 9.2 and 9.3.

The central parties shall during such a negotiation not only take into account what is described above regarding general basis and fundamental principles for pay setting but also take into consideration the other pay agreements that have been concluded at the banks and other parts of the financial sector.

If the central parties are unable to reach an agreement, the issue shall be referred to an impartial arbitrator appointed by the parties. The arbitrator shall select one of the party's final offers regarding the level of the total pay rise of the members (the final offer model). The scope established by the arbitrator shall subsequently be distributed by the employer.

One precondition for the application of the final offer model is that Jusek/Civilekonomerna/Sveriges Ingenjörer are represented by a local organisation at the bank and that this organisation represents more than 10 members.

6. If there is no local party

If there is no local organisation at the bank, the rights and obligations as regards the entirety of Section 7 in this agreement are transferred to the individual member.

§ 8. LEAVE AND ILLNESS

Leave of absence and compensation in conjunction with births and adoptions

8.1 Leave of absence

Employees are entitled to take leave of absence in conjunction with the birth or adoption of a child in accordance with the Parental Leave Act.

8.2 Contribution from the bank

A permanent employee is entitled to a contribution from the bank for at most 360 calendar days when the employee receives full parental leave with pay from the Social Insurance Agency. In the event of a multiple birth, the contribution is paid for 450 calendar days.

The contribution is paid for leave which is taken out within 18 months from the time of the birth or adoption.

To be entitled to a contribution, the employee shall undertake to resume work at the bank for a period that at least corresponds to the employee's period of notice.

Unless otherwise agreed, a work-free day is not paid when an employee takes out parental leave for a period of at most four consecutive days, which includes work-free days.

The contribution amounts to 10% of the daily pay rate of an annual salary within 10 price base amounts. The compensation amounts to 80% of a fixed monthly salary that exceeds 10 price base amounts.

The daily rate is $\frac{\text{monthly salary} \times 12}{365}$

The monthly salary in this context refers to the pay paid two months before the start of the leave. A pay rise within the said time period that is not based on a change in working hours, shall, however, be included in the monthly salary.

If the employee does not take consideration of the period of notice, the contribution shall be repaid. The way this is done is determined after discussions with the employee. A set-off may be applied.

83 Parental leave deductions

In the event of full parental leave for a full calendar month, a deduction is made that is equivalent to the full monthly salary.

In the event of partial or intermittent parental leave that affects more than one calendar month, the monthly salary is paid in the shape of a change in the level of service.

In other cases of full or partial parental leave during ordinary working hours, a deduction is made per hour. The hourly rate is calculated by dividing the monthly salary by 160.

Deductions are made pro rata for part-time employees.

84 Leave of absence

Leave of absence may be granted by the bank upon the written request of an employee stating the reasons.

No pay is paid to the employee during the leave of absence. For each working day, a deduction is made for an amount equal to the amount paid for every working day, provided that the monthly salary is distributed equally between the number of working days per month.

Note:

1. *If it is possible to do so without great inconvenience, the bank is prepared to grant shorter periods of leave in conjunction with the death of a close relative or an important family event without a deduction from pay or holiday.*
2. *The BAO has issued a recommendation which aims at making it financially easier for an employee to take on a political assignment.*

85 Reporting sick and doctor's certificate

85.1 REPORTING SICK

An employee who cannot work due to illness, accident or occupational injury shall as quickly as possible report this to the bank in accordance with the instructions in place and at the same time report when he/she expects to return to work again.

If the bank so requests, the employee shall submit a written assurance stating that he/she has been ill, the extent of the reduction in working capacity and the days on which work should have been performed.

If the period of sickness continues after the 14th calendar day, the employee shall as quickly as possible notify the bank thereof, if so required.

85.2 DOCTOR'S CERTIFICATE AND CERTIFICATE CONCERNING THE CAPACITY TO WORK

If the bank so requests, the employee shall submit a doctor's certificate both before and after the seventh calendar day. Before the employee goes back on duty, he/she is obliged to submit a certificate concerning the capacity to work upon request.

If the bank requests that the certificate shall be issued by a designated doctor, the bank shall pay for the cost unless Försäkringskassan, the Social Insurance Agency, does so.

8.6 Compensation in the event of sickness

8.6.1 AMOUNT OF SICK PAY

The sick pay paid by the bank to the employee is calculated by a deduction being made to pay according to the table below:

Deductions for sickness up to the 14th calendar day per period of sickness:

For every hour an employee is absent due to sickness, a deduction is made per hour according to the following:

for the first day off sick	$100\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
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from the second day of entitlement to sick pay during the period of sickness	$20\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
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Deductions for sickness from the 15th to the 90th calendar day per period of sickness

When an employee receives sickness benefit or preventative sickness benefit from the 15th calendar day per period of sickness and similarly for rehabilitation benefit, a deduction is also made by the bank according to the following:

For 80% compensation of the SGI (sickness benefit qualifying income):

Deductions for sickness from an employee's pay for every calendar day of the period of sick leave

Annual salary **up to**
7.5 price base
amounts 90% x $\frac{\text{monthly salary} \times 12}{365}$ per calendar day

The part of the
annual income
above
7.5 price base
amounts 10% x $\frac{\text{monthly salary} \times 12 - 7.5 \text{ price base amounts}}{365}$ per calendar day

For 75% compensation of SGI:

Deductions for sickness from an employee's pay for every calendar day of the period of sick leave

Annual salary up to 7.5 price base amounts	90% x	$\frac{\text{monthly salary} \times 12}{365}$	per calendar day
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The part of the annual income above 7.5 price base amounts	15% x	$\frac{\text{monthly salary} \times 12 - 7.5 \text{ price base amounts}}{365}$	per calendar day
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The employee is obliged to inform the bank about the level of compensation he/she is entitled to. The bank shall inform the employee about this obligation. If an employee has received too high a top-up compensation from the bank in relation to the compensation received from Försäkringskassan, the excess amount shall be repaid to the bank.

Deductions for sickness from the 91st calendar day per period of sickness

Deductions for sickness from the employee's pay for every calendar day of the period of sick leave

$\frac{\text{monthly salary} \times 12}{365}$	per calendar day
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An employee's sick pay entitlement ends when he/she starts receiving sickness compensation in accordance with Section 6 (BTP 1 or Section 11 (BTP 2) in the Pension Agreement.

Note:

- 1. When calculating the deductions for part-time employees during the first 14 calendar days, the monthly salary is divided by a factor of 1.1.*
- 2. For employees, who according to a decision by Försäkringskassan, are entitled to sick pay of 80% from the first day of sick leave or who have been granted pregnancy benefit, the deduction is made according to what applies as from the second day of sick pay entitlement during the period of sickness.*
- 3. If the employee, during the last 12 months due to the provision on deductions above, has not received sick pay from the bank amounting to in total 10 qualifying days, the deduction thereafter will be 20% from the first day off sick in accordance with the above.*
- 4. If a new period of sickness commences within five calendar days of the end of the previous period of sickness, the sickness period shall be regarded as a continuation and only include the number of days required to total 14 calendar days.*
- 5. When an employee receives preventative sickness benefit, the following deductions are made for calendar days 1-14:*

For 80% compensation of SGI:

For every hour an employee receives preventative sickness benefit a deduction is made per hour as described below

Annual salary up to 7.5 price base amounts	90% x	$\frac{\text{monthly salary} \times 12}{52 \text{ x weekly working hours}}$
<hr/>		
Annual salary over 7.5 price base amounts	10% x	$\frac{\text{monthly salary} \times 12}{52 \text{ x weekly working hours}}$

For 75% compensation of SGI:

For every hour an employee receives preventative sickness benefit the following deduction is made per hour:

Annual salary up to 7.5 price base amounts	90% x	$\frac{\text{monthly salary} \times 12}{52 \text{ x weekly working hours}}$
<hr/>		
Annual salary over 7.5 price base amounts	15% x	$\frac{\text{monthly salary} \times 12}{52 \text{ x weekly working hours}}$

The employee is obliged to inform the bank regarding the level of compensation he/she receives. The bank shall inform the employee of this obligation. If an employee has received too high a top-up compensation from the bank in relation to the compensation received from Försäkringskassan, the excess amount shall be repaid to the bank.

8.62 ENTITLEMENT TO SICK PAY

The bank pays sick pay for the first 14 calendar days of the period of sickness. A detailed calculation of the size of the sick pay is given above. The period of sickness starts on the first calendar day which constitutes the employee's working day.

Employees on permanent, probationary and fixed-term contracts are entitled to sick pay from their first day of employment, although employees on a fixed-term contract shorter than one month are entitled to sick pay if they have taken up the employment and worked for 14 consecutive calendar days.

Note:

For an employee on a new fixed-term contract at the same bank starting within 14 calendar days of the termination of the previous contract, the previous employment will also be included when calculating the qualifying period of 14 calendar days.

An employee on a fixed-term contract is entitled to sick pay from the bank from the 15th calendar day only after three full consecutive months' service at the bank.

Sick pay shall not be paid for the time before the bank has been notified of the illness, unless there have been impeding circumstances.

The bank is obliged to pay sick pay from the seventh calendar day after the day the sickness was reported only if the employee can substantiate his/her incapacity to work and the length of the period of sickness with a doctor's certificate.

If the sick leave period continues after the 14th calendar day, the bank is obliged to report this to Försäkringskassan within seven calendar days.

In the event of a repeated incapacity to work, which entails an employee being absent from work due to illness for a total of over 150 days over a period of 12 consecutive months, sick pay will not be paid after the 14th calendar day. For every new period of incapacity to work, the period of time when sick pay can be paid is calculated by deducting the number of days the employee has received sick pay during the previous 12-month period from 150.

Example:

An employee becomes sick on 10th February. During the period starting from 10th February the previous year, the employee has received sick pay for 25 days. Sick pay can be paid for 125 days.

8.6.3 DEFINITION OF MONTHLY SALARY, WEEKLY WORKING HOURS AND SICK PAY ETC.

Monthly salary = the current monthly salary.

A monthly salary in this context includes:

- fixed cash monthly salary
- fixed pay supplements (on-call duty compensation)
- guaranteed minimum commission or similar
- the estimated average commission income per month. A local agreement should be reached for employees whose pay is to a large extent based on commission regarding the amount from which the sickness deduction shall be made.

Weekly working hours are the number of working hours per ordinary working week for each individual employee. If an employee works irregular hours, the weekly working hours are calculated as an average per month or other scheduled cycle.

Sick pay constitutes the compensation that the bank pays employees up until the 90th day of sickness.

From the 91st calendar day, the rules concerning sickness compensation in accordance with the Pension Agreement apply.

Note:

1. Part-time sick leave

An employee with a partial incapacity to work (part-time sick leave), who performs part-time work and is paid a part-time salary and who at the same time receives a part of his/her compensation from Försäkringskassan, shall, apart from his/her pay for hours worked, receive part of the sick pay he/she would have received in the event of a full incapacity to work.

Deductions are made according to the rules above with the corresponding parts of the amounts given. Time according to the above is calculated as a full period of sick pay.

2. Vacant

3. Annuity

If an annuity is paid due to an occupational injury and sickness benefit is not paid during the period of time the employee is entitled to sick pay in accordance with the rules above, the bank shall pay, during the remaining period of sick pay, the difference between normal pay and the amount of the annuity.

There is no entitlement to sick pay on parts of the salary up to 7.5 base amounts throughout the period when rehabilitation benefit is paid.

4. Reduction

Compensation received by employees through a voluntary insurance for which the bank has paid the premium, is deducted from the sick pay according to the above.

When compensation is paid from public funds and both the nature and amount of this compensation are comparable to sickness benefit from Försäkringskassan, this amount shall be deducted.

5. Compensation from a third party

If an employee due to sickness, accident, assault or similar is entitled to compensation from a third party for loss or impairment of his/her capacity to work, this entitlement is transferred to the bank if the compensation is attributable to a period when sick pay or sickness compensation are paid and an amount per time unit which corresponds to sick pay and the sickness compensation during the same time unit. However, this does not apply if there is an entitlement due to a voluntary agreement concluded by a salaried employee from his/her own pocket and which is not paid for by the bank. Thus, if the bank has received compensation from a third party, when calculating the time the employee is entitled to sickness benefit, the number of days which corresponds to the sick pay which equals the same amount paid for by the third party must be deducted from the actual number of sick days during the last 12-month period.

Employees may not without consent from the bank conclude a settlement which may have an impact on the bank's right in the first paragraph, first sentence. Moreover, employees are obliged to submit to the bank the documents and information required to be able to uphold this right.

§ 9. RULES FOR NEGOTIATIONS

The rules of procedure for negotiations

In the event of a dispute between the BAO and Jusek/Civilekonomerna/Sveriges Ingenjörer regarding the interpretation or application of an agreement concluded by the parties, the following rules of procedure apply. The same rules shall also apply in the event of a dispute that affects local agreements between an affiliated bank of the BAO and the local organisation at the bank. Similarly, disputes that relate to the applicable legal provisions shall be managed in accordance with these rules of procedure.

1. Local negotiations are negotiations between the bank and the local organisation at the bank. If there is no such local organisation, the negotiations are held directly with the

employee or the employee at the bank that has been appointed by the employees. Local negotiations shall take place on the request of the bank or the local organisation.

2. Central negotiations are negotiations between the BAO and Jusek/Civilekonomerna/ Sveriges Ingenjörer. If negotiations at the local level have ended without an agreement being reached, negotiations at the central level shall be initiated at the request of either the BAO or the local organisation. Central negotiations shall be requested within ten banking days from the day the local negotiations ended. Central negotiations shall otherwise be initiated on the request of either the BAO or Jusek/Civilekonomerna/Sveriges Ingenjörer.
3. Both central and local negotiations shall be started as quickly as possible and at the latest within ten banking days of the request for negotiation, unless the parties to a central negotiation agree on a postponement.
4. In the event of a claim for damages or other statutory or contractual performance, the deadlines and periods of limitation stipulated in the law apply:

If and to the extent the circumstances, in connection with which a legal claim according to a collective bargaining agreement or personal contract is referable, was known for four months either by the employer's side for the employer concerned, or his organisation, or specially appointed representative for the employees at the company, or Jusek/Civilekonomerna/Sveriges Ingenjörer, without negotiations being requested in accordance with the provisions contained in this sub-section, the party thereafter loses the right to call for negotiations concerning the claim. Irrespective of such knowledge of the circumstances, the right to call for negotiations is lost if and to the extent that the circumstances lie more than two years in the past.

5. A dispute regarding giving notice or dismissing an employee in accordance with this agreement shall be referred to the board of representatives, as the arbitration board, although the parties may jointly refer the dispute to the Labour Court.

A dispute regarding notice of termination or dismissal of an employee, who is not a permanent employee, shall only in exceptional cases be referred for judicial consideration.

Contractual disputes shall be referred to the board of representatives as a last resort. Issues of a mainly general labour law nature may, however, on the request of either party be referred to the Labour Court.

6. If neither the BAO nor Jusek/Civilekonomerna/Sveriges Ingenjörer wish to institute or present an action for a bank or member affiliated to the organisation, the bank or the individual him/herself is entitled to institute or present an action at a public court. If either the BAO or Jusek/Civilekonomerna/Sveriges Ingenjörer wish to institute or present an action for a bank or a member affiliated to the organisation, disputes shall finally be decided by a board of arbitration as described below.
7. A dispute between the bank and an employee who is not a member of Jusek/Civilekonomerna/ Sveriges Ingenjörer or of one of the PTK affiliated SACO associations shall be finally resolved by a board of arbitration as described below.

Board of arbitration

1. The parties appoint a board of representatives that shall manage disputes and, like a board of arbitration, resolve disputes in accordance with Chapter 1 Section 3 in the Labour Dispute (Judicial Procedure) Act.

The board of representatives consists of an impartial chairman and a maximum of three members from each side and an equal number of deputies. The board of representatives meets with the chairman and at most six members, an equal number for the BAO and Jusek/Civilekonomerna/Sveriges Ingenjörer. The chairman is appointed by the BAO and Jusek/Civilekonomerna/Sveriges Ingenjörer or, if the parties cannot agree, by the Swedish National Mediation Office. The costs incurred shall be shared equally by the parties.

At the meetings of the board, minutes shall be taken and later verified by the chairman and one of the members from the BAO and one from Jusek/ Civilekonomerna/Sveriges Ingenjörer. When disputes are discussed by the board of representatives, the rules stipulated in the law regarding judicial procedures in labour disputes shall be observed.

2. In the event of a dispute between the bank and an employee who is not a member of Jusek/Civilekonomerna/Sveriges Ingenjörer or a PTK affiliated SACO association, the BAO and the employee shall appoint a board of arbitration.

If either the BAO or Jusek/Civilekonomerna/Sveriges Ingenjörer wish to institute or present an action for an affiliated bank or member, a board of arbitration shall be appointed by the parties concerned. The board of arbitration shall manage and resolve the dispute in accordance with Chapter 1 Section 3 in the Labour Dispute (Judicial Procedures) Act and the Arbitration Act.

The board of arbitration consists of an impartial chairman and one member from each side. The chairman is appointed by the parties or, if the parties are unable to agree, by the Swedish National Mediation Office.

Note:

In the event of an affiliated bank or member leaving the organisation after arbitration proceedings have been requested but before the board of arbitration has been appointed, the organisation shall notify whether the bank or the member shall be represented in the dispute. If the organisation does not aim to represent the bank or the member, the board of arbitration shall be appointed in accordance with 2.

§ 10. THE PERIOD OF VALIDITY OF THE AGREEMENT

The Agreement applies until further notice from 1st January 2015 with a mutual period of notice of three months. The Agreement expires at the earliest on 1st January 2019. If the agreement is not terminated before that date it is extended for a year at a time.

The BAO and Jusek/Civilekonomerna/Sveriges Ingenjörer are in agreement that during the period of validity, on the request of either party, negotiations shall be entered into, if the basis for the provisions in the Agreement changes due to amendments to the legislation or other related agreements in the banking sector.

Amended legislation might include amendments to social insurance legislation, the Working Time Act, the Holiday Act, current labour law and other laws that have an impact on the basis of the provisions in the agreement.

In the event that the legislation is amended, either party is, with one month's notice, entitled to terminate the provisions in the agreement that are affected by the amended legislation and the parties can reach an agreement on new rules at an earlier date than the date of expiry of this collective agreement.

Stockholm 24th March 2015

THE BAO

**JUSEK
CIVILEKONOMERNA
SVERIGES INGENJÖRER**

AGREEMENT ON ON-CALL DUTY

1. Definition

Being on-call entails that an employee is on duty and when the bank notifies him or her at home or elsewhere at a place where the employee can be reached by telephone, the employee is prepared to present himself/herself at the workplace.

On-call duty shall be planned well in advance if possible.

Changes to planned on-call duty shall be made in consultation with the employee concerned.

Working hours only constitute the hours worked by the employee at the workplace or other agreed place of work in accordance with the rules on the application of the Working Time Act in Section 5 of the Collective Agreement.

2. Compensation for on-call duty

On-call duty is compensated in accordance with the provisions below, unless the bank and the employee have agreed on another form of compensation.

Compensation for on-call duty is payable for the hours ordered that do not fall within the period when compensation for qualified on-call duty shall be paid in accordance with what is stipulated below.

Compensation for qualified on-call duty is payable for hours ordered that fall:

- between 5 pm on a Friday and 7 am on the following Monday,
- at weekends and on bank holidays and
- after 3 pm on the eve of the following public holidays: Twelfth Night, Maundy Thursday, Walpurgis Night and the day before Ascension Day and the day before All Saints' Day.

Compensation for *on-call duty* may be determined in a local negotiation. If an agreement cannot be reached, compensation is paid according to the following:

From 1/1 2017

SEK 43.10/hr or 1/2 an hour's time off

and for *qualified on-call duty*:

From 1/1 2017

SEK 86.20/hr or 1 hour's time off.

An employee is entitled to take out no more than three days per calendar year unless the bank allows otherwise. The bank is prepared to as far as possible accommodate the wishes of the employees regarding the scheduling of such leave.

Compensation is not paid for on-call duty during regular working hours.

3. Overtime in conjunction with on-call duty

If the bank contacts an employee during an ongoing on-call duty period, on-call duty compensation is paid corresponding to overtime compensation for at least one hour. If there are several contacts during the same hour, overtime compensation is paid for in total one hour.

Overtime compensation is payable to the employee irrespective of his/her salary when he/she attends the workplace or another agreed place. Travel time to and from the workplace is also included in overtime. In addition, the employee is entitled to take a taxi or his/her own car to and from the workplace at the expense of the bank.

Overtime compensation is calculated according to Section 5:12 of the Collective Agreement. Compensation for on-call duty is not payable for time when overtime compensation is payable.

AGREEMENT ON Distance Work

Following an agreement between the bank and an employee, distance work may take place, whereby the below must be taken into consideration.

Definition

Teleworking or distance work is work performed by an employee on a regular basis and on average corresponding to at least one working day per week at home or another workplace that is agreed on a case-by-case basis and where an agreement on distance work has been reached.

An employee who teleworks shall belong to the main workplace organisationally.

Note:

The main workplace in this context is the department where the employee is placed organisationally.

The working environment

The bank is responsible for ensuring that the working area is designed and furnished in a way that is suitable from the perspective of the working environment. This responsibility includes a duty to ensure that all security requirements are fulfilled and that the workplace complies with all reasonable ergonomic requirements.

An employee who teleworks is expected to participate in eliminating risks in the working environment and organising the workplace so that safety is not jeopardised.

The employee is obliged to comply with the provisions in the legislation on the working environment and also observe the care required to prevent ill health and accidents.

The bank shall have access to the place where the employee teleworks.

Working hours

Working hours for distance work may either be scheduled according to a fixed schedule in line with the provisions in Section 5 or with the teleworker freely disposing of his/her time. In the latter case, regular working hours constitute 38 hours and 30 minutes per ordinary working week calculated based on an average per four-month period, and overtime is not paid.

The following issues may be regulated between the bank and the employee:

- The extent of the distance work
 - the extent of the distance work
 - presence at the main workplace
- Working tasks
 - what task shall be performed
 - how shall they be performed
 - presenting the results
- Availability
 - when/how the teleworker shall be available
 - reporting absence
- Travel provisions
- Equipment and responsibility for the equipment
 - a description of the equipment
 - who own the equipment
 - who is responsible for the equipment
 - what the equipment may be used for
 - who may use the equipment
 - storing the equipment
 - responsibility for negligence
 - who pays for the equipment
 - servicing the equipment
- Insurance
 - who is responsible for ensuring that insurance is taken out
 - who pays for the insurance and any supplementary insurance
- The working area
 - design

- furnishings
- Security and safety measures
- Security policy and confidentiality procedures
- Follow up
 - following up the distance work
- Period of notice
 - Phasing out the distance work

CO-DETERMINATION AGREEMENT BETWEEN THE BAO AND JUSEK / CIVILEKONOMERNA / SVERIGES INGENJÖRER

1. Sections 11 and 38 in the Employment (Co-determination in the Workplace) Act “MBL” are replaced with the following wording:

“If an issue is specifically related to the working and employment conditions of an employee who is a member of Jusek/Civilekonomerna/Sveriges Ingenjörer, the bank shall on its own initiative enter into negotiations with the local organisation of Jusek/ Civilekonomerna/Sveriges Ingenjörer before the bank makes a decision concerning a significant change to the working or employment conditions of the member of Jusek/ Civilekonomerna/Sveriges Ingenjörer and other PTK affiliated SACO associations.”

2. Before a decision regarding the termination of employment due to a shortage of work that affects members of Jusek/Civilekonomerna/Sveriges Ingenjörer and the other PTK affiliated SACO associations, the bank shall on its own initiative enter into negotiations with the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer.

If there is no local organisation in accordance with the first paragraph, local negotiations shall be called for with the central organisations of Jusek/Civilekonomerna/Sveriges Ingenjörer. In such a case, the employer may also be represented by the BAO.

The bank shall also negotiate on its own initiative with the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer before making a decision on reorganisation or other changes where the assessment of the bank is that the change

will lead to redundancies of members of Jusek/Civilekonomerna/Sveriges Ingenjörer and the other PTK affiliated SACO associations.

3. The parties shall remember the importance of the bank providing ongoing information to the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer in accordance with Section 19 MBL.

Note:

The assumption is that the parties have a deeper cooperation in the area of co-determination where the form and contents of the cooperation are developed at the local level within each separate bank. If this is not the case, the issue shall be referred to the central level for negotiation.

Local negotiations

The parties in a local negotiation are the bank and the local organisation of Jusek/Civilekonomerna/ Sveriges Ingenjörer.

Local negotiations shall be initiated as quickly as possible and at the latest within ten banking days from the day they were requested unless the local parties have agreed to a postponement.

Central negotiations

The aim of this agreement is that co-determination is exercised through the local parties. Thus central negotiations between the BAO and Jusek/Civilekonomerna/Sveriges Ingenjörer should only be initiated for questions that are broader in nature or of principle importance. Central negotiations shall take place at the joint request of the bank and the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer or at the request of either the BAO or Jusek/ Civilekonomerna/Sveriges Ingenjörer.

Central negotiations shall be requested within ten banking days after the local negotiation ended. Central negotiations shall be initiated as quickly as possible and at the latest within ten banking days from the day they were requested unless the central parties have agreed to a postponement.

Board of representatives

Any dispute pertaining to the interpretation of this agreement or of provisions or decisions based on this agreement, a local agreement or the MBL and where no solution has been found during the central negotiations, may be referred at the request of either party within ten banking from the day that the central negotiations ended to the joint board of representatives of the BAO and Jusek/Civilekonomerna/Sveriges Ingenjörer in accordance with Section 9 Rules of procedure for negotiations – board of arbitration in the Collective Agreement.

AGREEMENT BETWEEN THE BAO AND JUSEK / CIVILEKONOMERNA / SVERIGES INGENJÖRER ON SAFETY AND SECURITY MEASURES DURING INDUSTRIAL CONFLICTS

The BAO and Jusek/Civilekonomerna/Sveriges Ingenjörer observe that the current internationalisation and globalisation of the financial markets entails new considerations for the parties regarding the effects and the consequences of industrial conflict in the banking and financial sector.

Therefore, the parties agree to the following:

1. In order to avoid major and long-term damage, the banks/companies shall be able to fulfil and settle delivery and payment obligations regarding financial commitments undertaken before an industrial conflict. It must be possible to pursue the work that is required to maintain the risk management levels of the bank/company to satisfy the requirements of the authorities during a conflict.

The banks/companies must therefore have access to RIX, CLS, EBA, Target, VPC and the corresponding international clearing organisations for securities settlement, OM with the corresponding international clearing organisations for derivatives settlement and clearing services at the major international banks.

It shall be possible to use the S.W.I.F.T system.

2. In order to fulfil the commitments stated above, a certain level of IT services must be up and running.

3. Security measures entail monitoring computer systems to be able to deal with a major crash or to ward off any possible intrusion attempts or virus attacks.

The computer systems are so integrated that it is not viable to shut down individual systems in a safe and secure way.

The bank and the local organisation of Jusek/Civilekonomerna/Sveriges Ingenjörer shall decide which employees shall be exempt from the conflict in order to fulfil measures under 1-3.

If there is a need to exempt certain functions regarding the operations of the bank located abroad, local agreements may be concluded but shall be centrally approved by the BAO and Jusek/Civilekonomerna/Sveriges Ingenjörer.

4. Safety and security measures also include work that must be carried out during a conflict to ensure that work is finalised in a technically viable manner and to ward off danger to people or damage to buildings and other fixed assets.
5. Security and safety measures include monitoring and maintaining the buildings of the bank to prevent them being damaged.
6. Employees who are included in the conflict shall, if the employer so decides, keep their keys and passes.
7. Employees are bound to perform security and safety measures if the need arises in accordance with 1-6. An employee who is involved in a conflict cannot be ordered to perform other working tasks than security and safety measures before the conflict has ended.
8. Jusek/Civilekonomerna/Sveriges Ingenjörer are prepared to agree to further exemptions from industrial action during an industrial conflict.

