

# **Collective Agreement**

concerning salary and general terms and conditions of employment

## **The Employers of the Financial Sector (Finansarbetsgivarna)**

**&**

## **Akavia/Sveriges Ingenjörer**

**1 January 2015 – until further notice**

With updates as of Jan 01, 2026

*This translation is made for convenience only and in case of any discrepancy, the Swedish-language version shall control.*



**Finansarbetsgivarna**





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# § 1. SCOPE OF THE AGREEMENT

## 1. Scope of the Agreement

This agreement applies to employees who are members of Akavia (The Swedish Union for university-educated professionals)/Sveriges Ingenjörer (The Swedish Association of Graduate Engineers) and also of 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 Finansarbetsgivarna with the following exceptions:

- a) The following employees
  1. Managing Director/CEO
  2. The secretary to the Managing Director/CEO
  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 Akavia/Sveriges Ingenjörer

**Note:**

*From 1 January 2023, the agreement may apply to cleaning staff and lunchroom staff and others who do not serve in banking operations*

- b) The following employees are exempt from labour conflicts
  1. The Managing Director/CEO
  2. The secretary to the Managing Director/CEO
  3. A 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 Akavia/Sveriges Ingenjörer

Akavia/Sveriges Ingenjörer are prepared to allow further exemptions from industrial action in the case of labour conflicts.

**Note:**

*Akavia/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 in observance of the rules on co-determination in laws and agreements.

**Note:**

*If Akavia/Sveriges Ingenjörer are not represented in a local organisation at the bank, the rights and obligations under this agreement shall be transferred to the employee concerned.*

## **§ 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 a fixed-term employee.

### **2.2 Probationary employment**

A bank intending to consider a person for a permanent position may employ this person as a probationary employee.

Probationary employment may comprise not more than 12 calendar months. The length of the probationary period shall be determined at the time of hiring. Fixed-term employment preceding probationary employment shall be credited with a maximum of six months unless otherwise agreed locally.

An agreement regarding extension of probationary employment up to a total of not more than 12 calendar months may be made between the bank and the employee. An extension of probationary employment exceeding 12 calendar months may upon special reasons be made upon local agreement.

The probationary employee shall at the latest one month before the end of the probationary period receive a 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 one month's notice.

A probationary employee becomes a permanent employee after successful completion of the probationary employment.

## **2.3 Fixed-term employment**

### **2.3.1 FIXED-TERM EMPLOYMENT**

An agreement regarding fixed-term employment may be entered into between the bank and the employee for a total of not more than 18 months within a period of five years.

Upon agreement between the bank and the local organisation of Akavia/Sveriges Ingenjörer, the fixed-term employment may be extended for at most a further nine months within the same period of time.

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.

### **2.3.2 STUDENT EMPLOYMENT**

Regardless what is stated in 2.3.1 the bank may employ on a fixed-term basis an individual who has been accepted to education that qualifies for student aid from the Swedish Board of Student Finance (CSN), or who for at most two consecutive semesters takes a break from such education. Each separate period of employment may run for a period of not less than 1 and not more than 9 months. The employment shall continue to be a fixed-term employment throughout the agreed employment period even if the preconditions for entering into the employment cease or change.

### **2.3.3 FIXED-TERM EMPLOYMENT AFTER STUDENT EMPLOYMENT HAS ENDED**

An employment period as student employment shall be counted toward when entering a new fixed-term employment according to paragraph 2.3.1. If the total length of student employment results in 18 respectively 27 months the employment period shall be reduced so the new fixed-term employment according to 2.3.1 may be entered for a period of at most four months if it is offered immediately following the student employment.

### **2.3.4 MISCELLANEOUS**

A bank intending to consider a person for a permanent position shall employ this person as a probationary employee.

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

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

## 2.4 Employees having reached the age of 69

Employees who have reached the age of 69 years do not have a priority right to increased percentage of full time and are in the event of fixed-term employment not comprised by the limitation rules of 18 and 27 months, respectively, under Section 2.3.

With respect to termination of employees who have reached the age of 69, see Section 3 c.

## § 3. TERMINATION OF EMPLOYMENT

In the event of notice of termination of employment or determination of the order of priority, priority rights and certain redundancy rules, the rules below apply subject to the provisions in the Swedish Employment Protection Act.

### Notice period etc.

#### *a) Upon termination by the bank*

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

Time of employment	Notice period for termination
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

An employee who at the time of termination has reached the age of 55 shall have a six-month notice period for termination.

#### *b) Upon termination by the employee*

<i>Less than 5 years as a permanent employee</i>	<i>At least 5 years as a permanent employee</i>
<u>Notice period</u>	<u>Notice period</u>
2 months	3 months

#### **Note:**

*Employees who have reached the age of 69 have a notice period of one-month.*

***Note for a) and b):***

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

*An agreement for a longer notice period may be made between the bank and the employee.*

The notice period 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 for the employment to cease at the end of the agreed time period or when the work 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. The notice shall be in writing if requested by the employee.

If an employee leaves his or her employment without observing all or part of the notice period for termination, then the employer is entitled to damages. The damages amount to the salary that would have been paid during the period of time in question. 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 Protection 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 moreover 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.*

***c) Termination of an employee having reached the age of 69***

With respect to termination of employment, as well as determination of priority rights, and certain advance notice rules, the following rules shall apply, taking into consideration the provisions of the Employment Protection Act.

Employees having reached the age of 69 have a notice period for termination of one month. § 3, subsection "Rules on order of priority etc.", item 1 "Rules on the order of priority in connection with redundancies" shall not apply, with the exception of the third paragraph concerning agreements regarding deviations from the Employment Protection Act. Section 3, subsection "Rules on order of priority etc.", item 2 "Priority Right to New Employment" shall not apply.

## **Rules on order of priority etc.**

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

There is a special order of priority for the agreement area.

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

It is possible to deviate from the Employment Protection 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 Akavia/ Sveriges Ingenjörer. Thus, the local parties have a shared responsibility to ensure that the assembled staff enables 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 know-how and personal aptitude.

### **2. PRIORITY RIGHTS IN RESPECT OF NEW EMPLOYMENT**

Employees who have been dismissed for redundancy 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 priority right applies under the following conditions:

- a) The employee has been employed by the employer for a total consecutive period of at least one year.
- b) Subject also to the other preconditions of this Clause, 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 consecutive months during the last three years –. A priority right in these cases does not, however, apply to fixed-term contracts that are intended 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 skill needs of the bank and what is required for the operations. The employee in question shall be regarded as having the qualifications required only if the

operations and needs of the bank will be fulfilled in 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) An individual who wishes to be awarded a priority right in respect of new employment must apply to the bank.
- f) If the bank offers new employment, the employee should assume 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 intends 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 Akavia/Sveriges Ingenjörer

### **3. ADVANCE NOTICE AND NEGOTIATIONS**

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

Advance notice shall be 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) Summary dismissal – at least a week before the dismissal.

The bank shall within the above-stated timeframe also notify the employee in question about the action taken.

There is a right to request deliberations on the issue within a week of notice being given or the information being provided.

If deliberations have 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 summary 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 communicated to the employees.

## **§ 5. WORKING HOURS**

### **Local agreements**

Working hours are regulated in a collective agreement between the bank and the local organisation of Akavia/Sveriges Ingenjörer by derogation of the Working Hours Act with the exception of its mandatory rules.

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 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 also count as public holidays.

Regular working hours may be scheduled 24/7/365.

***Unless a local agreement is concluded, the following shall apply.***

### **SCOPE 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 be scheduled Monday to Friday excluding public holidays 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.

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

The employee shall be 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 WORK**

### **1. Exemptions from the rules**

The rules in Clauses 2-6 do not apply to:

- a) employees with a salary amounting to at least SEK 45 000/ month, unless otherwise agreed locally;
- b) employees for whom an agreement has been made 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 4-week period or 50 hours during the course of one calendar month.

### **3. Extra overtime/additional hours**

If there are special circumstances, an agreement may be made between the bank and the local organisation of Akavia/Sveriges Ingenjörer or, if either party so requests, between Finansarbetsgivarna and Akavia/Sveriges Ingenjörer for 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 made for more general overtime than the 50 hours during the course of one calendar month or 48 hours over a 4-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 as compensation for overtime corresponds to one hour of additional hours/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 imposed to the extent required by the circumstances (emergency overtime). Emergency overtime may only be worked on the condition that the bank informs the local organisation of Akavia/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 means work according to 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 part-time 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 fixed-term 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 fixed-term 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 “regular overtime”. Other overtime is “qualified overtime”.

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. Overtime Compensation**

Cash compensation for regular overtime amounts to the hourly pay plus 50%, for qualified overtime it is 100 percent. The hourly pay is calculated by dividing the monthly salary by 160.

Compensation leave amounts to 1.5 hours of leave for 1 hour of 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 SEK 45 000 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 Clause 2.

An agreement may be made 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 Clause 2.

## **PROTECTION PROVISIONS**

### **Total working hours**

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

### **Daily rest**

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 appropriate 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 appropriate 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 means 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 4-week period for permanent night work.

Permanent night work means that an employee works only at night and not during the daytime and that the night work is carried out on average five times a week over a 4-week period.

***Note:***

*Sections 6, 12, 15 and 17 of the Working Hours Act are applicable.*

## **THE NATIONAL DAY**

An employee who on the National Day is employed by the employer and whose employment at that time comprises at least three months, has the right to one day off with pay in years when the National Day falls on a Saturday or Sunday. The time off shall be scheduled in consultation between the bank and the employee. When scheduling the time off, 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 shall be made regarding how compensation leave for the National Day is to be prorated for part-time employees.

## **§ 6. HOLIDAY**

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

## 6.1 The holiday year

A holiday year means the time from 1 January to 31 December, inclusive.

An employee's right to holiday is earned throughout the calendar year. Upon termination of employment, a deduction may be made from outstanding salary for holiday pay received in advance, by taking into consideration Section 29 a of the Annual Leave Act.

## 6.2 The number of holiday days

An employee is entitled to 27 days' holiday.

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

Holiday days in the text mean banking days during a holiday.

An employee who is employed after 31 August is entitled to the number of holiday days that may be expected to accrue during the year.

Unless otherwise stated, holiday refers to paid leave.

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

### **Transitional rule:**

- 1. An employee who was promoted on 31 December 2001 retains his/her holiday entitlement.*
- 2. An employee who was appointed senior executive as per 31 August 2000 retains his/her holiday entitlement.*
- 3. Employees who have already 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 31 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

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

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

## 6.4 Holiday pay

Ordinary salary is paid during holidays. In the event of absence that does not qualify as holiday, the number of paid holiday days shall be 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 shall be rounded off to the nearest higher number. There is deemed to be a fraction if the first decimal is greater than zero. The final determination of the number of holiday days shall be made at the end of the year. If too much holiday pay has been paid, it shall be deducted from outstanding salary, from the holiday pay of the following year or according to a separate agreement.

Holiday, 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 been absent a full calendar year, which is not holiday qualifying.*

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

## 6.5 Holiday compensation on salary supplements

In addition to normal salary according to Section 6.4, holiday compensation shall be paid amounting to 10.75 % of the compensation for overtime, additional hours, on-call duty and commission. Such holiday compensation shall be paid not later than in connection with the end of the holiday year.

## 6.6 Supplementary holiday pay

Employees comprised by BTP-2 who were born in 1966 or before, shall receive 1.45% of their salary in supplementary holiday pay. Payment of the supplementary holiday pay shall be made in connection with the payment of the salaries in June and December, respectively, unless otherwise agreed locally.

**Note:**

*The reason for employees comprised by BTP2 who were born in 1966 or before receiving supplementary holiday pay is that they were not included in the change to increased pension accrual implemented in the collective agreement as of January 1, 2023.*

## **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 work only on certain banking days (intermittently), are entitled to save up to three days' paid holiday for a later holiday year on the condition that their employment has lasted the whole calendar year and on the conditions 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, shall be paid out as holiday compensation.

***Note:***

*Even in years when an employee takes out saved holiday as leave or as holiday compensation, the employee may 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 connection with the main holiday periods of the year.*

## **6.8 Holiday pay for saved days**

When taking out a saved day, an employee shall receive his/her normal salary, however subject to the determined 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 employees**

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. Remaining holiday days may be scheduled on work-free days.

## **6.11 Fixed-term contract with a duration of less than three months**

The rules in this Section do not apply to a fixed-term contract with a duration of less than three months. There is no holiday entitlement, but there is a right to holiday compensation amounting to 10.75 % of earned salary and salary supplements according to Section 6.5. for employees comprised by BTP-1 and for employees comprised by BTP-2 who were born in 1967 or

later. An employee comprised by BTP-2 who was born 1966 or earlier shall receive holiday compensation amounting to 12 % of earned salary and salary supplements according to section 6.5.

### **6.12 Return to duty**

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

### **6.13 Alternative holiday calculation**

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

## **§ 7. SALARY**

### **1. Overall basis for salary formation and salary setting**

Salaries are an important steering mechanism in the bank in order to achieve productive and efficient operations.

The salary shall, among other things, 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. Salary shall be determined individually and be differentiated. The same principles shall apply for men and women as well as for younger and older employees. The bank shall strive to have a salary structure and salary differentiation among 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 special responsibility to ensure that targets are set and that there is a follow up of the outcome. The bank's salary policy, its basis for salary formation and the salary setting 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 salary development of employees with a university education. Salary levels, salary setting and salary raises are also affected by the situation in the market, such as the supply and demand of certain skills and qualifications as well as salary levels in the local labour market. Salary setting shall be a transparent process, known to both employer and employee. The bank is responsible for ensuring that the salary setting principles and salary criteria are clear and known throughout the company.

## **2. General salary provisions**

Salaries shall be paid monthly and in arrears.

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

The actual salary of an employee may be lowered only in accordance with a central, local or individual agreement.

## **3. Salary mapping**

Each year, the bank shall map out the existence of differences in salary 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 shall take place in consultation with the local organisation of the professional associations at the bank.

## **4. The salary-setting process at the bank**

Local salary negotiations take place annually as per 1 January. The bank and the local joint organisation of the professional associations may agree on a different date. This presupposes - regardless of what is stated 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 each employee comprised by the agreement has a meaningful salary 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 salary.

### **4.1 THE PARTIES' INITIAL WORK**

The local parties shall in good time and based on the situation at the bank review the agreement and its intentions together and attempt to agree on the forms of the local salary-setting process before every salary review. In this way, a salary-setting process will be established that is clear for both employer and employees.

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

The parties shall jointly review the following:

- the content of the agreement and its intentions
- current salary-setting criteria

- overall time plan, taking into consideration, *inter alia*, the individual salary interviews
- the forms of the upcoming salary review
- the training and information needs of managers and employees
- who is included in the salary 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 salary-setting process may proceed without delay.*

## **4.2 THE INDIVIDUAL SALARY AND SALARY INTERVIEW**

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

The salary-setting shall be individual and differentiated, and shall be determined on the basis of the nature and complexity of the work of the employee, the performance of the employee, results achieved, responsibility, market forces, teamwork skills etc. The salary should, among other things, encourage the individual employee to improve his/her work performance, to take on a greater responsibility, to enhance skills and to develop the business. Normally, an employee with strong work performance at the bank will enjoy a positive salary development. Discriminatory salary setting may not occur. Time taken on parental leave is equated with time spent at work.

A salary review should take place in connection with promotion.

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

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

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

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

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

#### **4.3 WHEN MANAGER AND EMPLOYEE DISAGREE**

If a manager and employee do not agree on a new salary level, the issue may be referred for local negotiations if the employee so requests.

#### **4.4 AGREEMENT ON SALARY RAISE – LOCAL NEGOTIATIONS**

As a general rule, local negotiations shall be concluded within 4 months after the salary 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 concluded.

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

The local parties shall agree on the total salary raise. This includes also trying to reach an agreement in the case an individual member during the salary interview has referred the matter of the new salary to local negotiations.

#### **4.5 THE PARTIES' CONCLUDING WORK**

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

- The salary process
- The salary interviews
- The negotiation climate

## **5. Negotiation procedure**

If a party so requests, minutes shall be kept.

If the local parties are unable to reach an agreement in accordance with 4.4, the issue regarding the total salary increase may be referred to central negotiations as stipulated in the provisions in Section 9 clauses 2 and 3.

The central parties shall during such a negotiation not only take into account what is described above regarding the general basis and fundamental principles for salary setting but also take into consideration the levels at which other salary agreements 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 salary raise of the members (the final offer model). The scope established by the arbitrator shall subsequently be allocated by the employer.

One precondition for the application of the final offer model is that Aka-via/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 shall be transferred to the individual member.

# **§ 8. LEAVE AND ILLNESS**

## **Leave of absence and compensation in connection with births and adoptions**

### **8.1 Leave of absence**

Employees are entitled to take leave of absence in connection 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 pay. In the event of a multiple birth, the contribution shall be paid for 450 calendar days.

*Note: In light of amendments to the parental insurance and the Parental Leave Act on 1 July 2024, the parties agree that in addition to the criteria set out in the first paragraph, the right to a contribution from the bank requires that the employee is a parent or that the employee permanently assumes equivalent parental responsibility by having the actual care and practical responsibility for the child*

The contribution shall be 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 notice period.

Unless otherwise agreed between the bank and the employee, 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 rate of an annual salary equal to or less than 10 price base amounts. The compensation amounts to 80% of a fixed monthly salary that exceeds 10 price base amounts.

The daily pay is

$$\frac{\text{monthly salary} \times 12}{365}$$

Monthly salary in this context refers to the salary paid two months before the start of the leave. A salary raise 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 observe the notice period, the contribution shall be repaid. The form of repayment shall be determined after consultations with the employee. Set-off may be applied.

### **8.3 Parental leave deductions**

In the event of full parental leave for a full calendar month, a deduction shall be 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 shall be paid in the form of a change in the percentage of full time worked.

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

Deductions shall be prorated for part-time employees.

## 8.4 Leave of absence

Leave of absence shall be applied for in writing, stating the reason.

No salary shall be paid to the employee during the leave of absence. For each working day, a deduction shall be 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 connection with the death of a close relative or an important family event without a deduction from salary or holiday.*

*2. Finansarbetsgivarna has issued a recommendation which aims at making it financially easier for an employee to take on a political assignment.*

## 8.5 Reporting sick and doctor's certificate

### 8.5.1 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 certification stating that he/she has been ill, the extent of the reduction in working capacity and the days on which work would 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 requested.

### 8.5.2 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 returns to 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 the Swedish Social Insurance Agency (Försäkringskassan), 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 shall be calculated by a deduction being made to salary according to the table below:

**Deductions for sickness up to the 14<sup>th</sup> calendar day per period of sickness:**

*Transitional rule:*

*The rules below are applicable to sickness periods commencing on January 1, 2019 or later. For sickness periods commencing on December 31, 2018 or earlier, the previous rules are applicable.*

***For each hour an employee is absent due to sickness, a deduction shall be made per hour according to the following:***

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A) a qualifying deduction for the period constituting up to 20% of the employee's weekly working hours	$100\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
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B) for the period after a full qualifying deduction and up to the 14th calendar day of the period of sick leave	$20\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
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**Deductions for sickness from the 15<sup>th</sup> to the 90<sup>th</sup> calendar day per period of sickness:**

When an employee receives sickness benefits or preventive sickness benefits from the 15<sup>th</sup> calendar day per period of sickness and similarly for rehabilitation benefits, a deduction shall also be made by the bank according to the following:

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

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

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Annual salary <b>up to</b> 10 price base amounts	$90\% \times \frac{\text{monthly salary} \times 12}{365}$ per calendar day
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The part of the annual income <b>above</b> 10 price base amounts	$10\% \times \frac{\text{monthly salary} \times 12 - 10 \text{ price base amounts}}{365}$ per calendar day
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For 75% compensation of SGI:

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

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Annual salary <b>up to</b> 10 price base amounts	$90\% \times \frac{\text{monthly salary} \times 12}{365}$ per calendar day
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The part of the annual income above 10 price base amounts	15% $\times \frac{\text{monthly salary} \times 12 - 10 \text{ price base amounts}}{365}$ 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 the Social Insurance Agency, the excess amount shall be repaid to the bank.

**Deductions for sickness from the 91<sup>st</sup> calendar day per period of sickness**

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

$$\frac{\text{monthly salary} \times 12}{365} \text{ per calendar day}$$

An employee's sick pay entitlement ends when he/she starts receiving disability pension 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 shall be divided by a factor of 1.1.
2. For employees, who according to a decision by the Social Insurance Agency, are entitled to sick pay of 80% from the first day of sick leave or who have been granted pregnancy benefits, the deduction shall be made in accordance with what applies under B) above.
3. If a total of 10 qualifying deductions, in accordance with A) above, have been made for the employee in the last twelve months, the deduction for sickness shall thereafter be calculated in accordance with B) above from the first hour of absence.
4. If a new period of sickness commences within five calendar days after 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 for a total of 14 calendar days. If a part of the qualifying deduction, in accordance with A) above, remains at the start of the new period of sickness, the full deduction shall be made before a deduction for sickness is made in accordance with B) above.
5. When an employee receives preventive sickness benefits, the following deductions shall be made for calendar days 1-14:

***For 80% compensation of SGI:***

***For every hour an employee receives preventive sickness benefits a deduction is made per hour according to the following table:***

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Annual salary <b>up to</b> 10 price base amounts	$90\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
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<i>The part of the annual income above 10 price base amounts</i>	$10\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
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**For 75% compensation of SGI:**

**For every hour an employee receives preventive sickness benefits the following deduction is made per hour:**

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<i>Annual salary up to price base 10 amounts</i>	$90\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
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<i>The part of the annual income above 10 price base amounts</i>	$15\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
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*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 the Social Insurance Agency, the excess amount shall be repaid to the bank.*

## **8.6.2 ENTITLEMENT TO SICK PAY**

The bank shall pay sick pay for the first 14 calendar days of the period of sick leave according to the Sick Pay Act. A detailed calculation of the amount of the sick pay is provided above. The sick pay period commences on the first calendar day that is a working day for the employee.

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 the employee has been unable to provide such notice.

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 the Social Insurance Agency 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 falls ill on 10 February. During the period starting from 10 February the previous year, the employee has received sick pay for 25 days. Sick pay may 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.

Monthly salary in this context includes:

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

Weekly working hours refer to an employee's average number of working hours calculated per regular work week during the calendar year. If the employee is on a short fixed-term contract or 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 the Social Insurance Agency, shall, apart from his/her salary 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. Intentionally left blank*

## *3. Annuity*

*If an annuity is paid due to an occupational injury and sickness benefits are 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 salary 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 benefits are paid.*

## *4. Reduction*

*Compensation received by employees through voluntary insurance for which the bank has paid the premium, shall be 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 benefits from the Social Insurance Agency, 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 shall be transferred to the bank if the compensation is attributable to a period when sick pay or sickness compensation is 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 for his/her personal benefit 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 benefits, 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 enforce this right.*

# **§ 9. NEGOTIATION PROCEDURE**

## **Negotiation procedure**

In the event of a dispute between Finansarbetsgivarna and Akavia/Sveriges Ingenjörer regarding the interpretation or application of an agreement concluded by the parties, the following negotiation procedure shall apply. The same rules shall also apply in the event of a dispute that affects local agreements between an affiliated bank of Finansarbetsgivarna and the local organisation at the bank. Similarly, disputes that relate to the applicable legal provisions shall be managed in accordance with this negotiation 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 with the employee(s) at the bank appointed by the employees. Local negotiations shall take place at the request of the bank or the local organisation.
2. Central negotiations are negotiations between Finansarbetsgivarna and Akavia/ Sveriges Ingenjörer. If negotiations at the local level have ended without having been able to agree, negotiations at the central level shall be initiated at the request of either Finansarbetsgivarna 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 at the request of either Finansarbetsgivarna or Akavia/Sveriges Ingenjörer.
3. Both central and local negotiations shall commence as quickly as possible and at the latest within ten banking days after the request for negotiations, unless the parties to a central negotiation agree on a postponement.
4. In the event of a claim for damages or other performance mandated by law or collective agreement, the deadlines and periods of limitation stipulated by law apply with the following additions:

If and to the extent the circumstances, to 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 through the employer concerned, or his organisation, or on the employee side by the employee's organisation or by a specially appointed representative for the employees at the company, or by Akavia/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 request negotiations is lost if and to the extent the circumstances are more than two years in the past.

5. A dispute regarding termination or summary dismissal of an employee in accordance with this agreement shall be referred to the fiduciary council, sitting as an arbitral tribunal. The parties may however jointly refer the dispute to the Labour Court.

A dispute regarding notice of termination or summary 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 fiduciary council as a last resort. Issues of a mainly general labour law nature may, however, at the request of either party be referred to the Labour Court.

6. If neither Finansarbetsgivarna nor Akavia/Sveriges Ingenjörer wishes 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 in a public court. If either Finansarbetsgivarna or Akavia/Sveriges Ingenjörer wishes to institute or present an action for a bank or a member affiliated to the organisation, disputes shall finally be decided by an arbitral tribunal as described in item 2 below.
7. A dispute between the bank and an employee who is not a member of Akavia/Sveriges Ingenjörer or of one of the PTK affiliated Saco associations shall be finally resolved by an arbitral tribunal as described in item 2 below.

### **Fiduciary council - arbitral tribunal**

1. The parties appoint a fiduciary council to manage disputes and, as an arbitral tribunal, resolve disputes in accordance with Chapter 1 Section 3 in the Labour Dispute (Judicial Procedure) Act.

The fiduciary council consists of an impartial chairman or, if a party so requests, an impartial chairman and from each party one member and one substitute. The fiduciary council shall meet with the chairman or, if a party so requests, with a chairman and a maximum of two members, one each from Finansarbetsgivarna and Akavia/Sveriges Ingenjörer. The chairman is appointed by Finansarbetsgivarna and Akavia/Sveriges Ingenjörer or if the organizations cannot agree by the Mediation Institute. The costs of the committee shall be divided equally between the parties.

At meetings of the council, minutes shall be taken, which shall be verified by the chairman or, if a party so requests, by the chairman and members elected by the parties. When disputes are handled by the fiduciary council, 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 Akavia/Sveriges Ingenjörer or a PTK-affiliated Saco association, Finansarbetsgivarna and the employee shall appoint an arbitral tribunal.

If either Finansarbetsgivarna or Akavia/Sveriges Ingenjörer wishes to institute or present an action for an affiliated bank or member, an arbitral tribunal shall be appointed by the parties concerned. The arbitral tribunal shall manage and resolve the dispute in accordance with Chapter 1 Section 3 in the Labour Dispute (Judicial Procedures) Act and the Swedish Arbitration Act.

The arbitral tribunal shall consist of an impartial chairman or, if the

parties so agree, an impartial chairman and one member from each side. The chairman shall be 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 arbitral tribunal has been appointed, the organisation shall state 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 arbitral tribunal shall be appointed in accordance with item 2 above.

## **§ 10. TERM OF THE AGREEMENT**

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

Finansarbetsgivarna and Akavia/Sveriges Ingenjörer agree that during the term, at 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 Hours Act, the Holiday Act, applicable labour law or 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 24 March 2015*

**BANKINSTITUTENS ARBETSGIVAREORGANISATION, BAO**

**JUSEK / CIVILEKONOMERNA / SVERIGES INGENJÖRER**

# AGREEMENT ON ON-CALL DUTY

## 1. Definition

Being on call means that an employee is at the bank's disposal 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 to the extent possible be planned well in advance.

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

Working hours constitute only 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 Hours Act in Section 5 of the Collective Agreement.

## 2. Compensation for on-call duty

On-call duty shall be 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,
- on 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 local negotiations. If an agreement cannot be made, compensation shall be paid according to the following:

*From 1 January 2025*

SEK 56,90 /h or 1/2 an hour time off, and for

*qualified on-call duty:*

*From 1 January 2025*

SEK 113,90 /h or 1 hour time off.

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

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

### **3. Overtime in connection with on-call duty**

If the bank contacts an employee during an ongoing on-call duty period, then on-call duty compensation shall be paid corresponding to overtime compensation for at least one hour. If there are several contacts during the same hour, overtime compensation shall be 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. 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 shall be calculated according to Section 5:12 of the Collective Agreement. Compensation for on-call duty is not payable for time when overtime compensation is paid.

# **AGREEMENT ON TELEWORKING**

Upon an agreement between the bank and an employee, teleworking may take place, subject to the following.

## **Definition**

Teleworking 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 telework has been made.

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

### ***Note:***

*The main workplace in this context means 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 a work environment perspective. 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 security is not jeopardised.

The employee is obliged to comply with the provisions in health and safety legislation 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 teleworking may either be scheduled according to a fixed schedule in line with the provisions of Section 5 or with the employee 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 shall not be paid.

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

4. The extent of the telework
  - the extent of the telework
  - presence at the main workplace
5. Working tasks
  - what tasks shall be performed
  - how shall they be performed
  - accounting for the results
6. Availability
  - when/how the teleworker shall be available
  - reporting absence
7. Travel provisions
8. Equipment and responsibility for the equipment
  - a description of the equipment
  - who owns 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
9. Insurance
  - who is responsible for ensuring that insurance is purchased
  - who pays for the insurance and any supplementary insurance
10. The working area
  - design
  - furnishings
11. Security and safety measures
12. Security policy and confidentiality procedures
13. Follow up
  - following up the telework
14. Notice period
  - Phasing out the telework

# **CO-DETERMINATION AGREEMENT**

## **BETWEEN FINANSARBETSGIVARNA AND AKAVIA / SVERIGES INGENJÖRER**

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

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

2. Before a decision regarding the termination of employment for redundancy that affects members of Akavia/Sveriges Ingenjörer and the other PTK-affiliated Saco associations, the bank shall at its own initiative enter into negotiations with the local organisation of Akavia/Sveriges Ingenjörer.

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

The bank shall also negotiate at its own initiative with the local organisation of Akavia/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 Akavia/Sveriges Ingenjörer and the other PTK-affiliated Saco associations.

3. The parties affirm the importance of the bank providing ongoing information to the local organisation of Akavia/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 central negotiation.*

### **Local negotiations**

The parties in a local negotiation are the bank and the local organisation of Akavia/ 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 Finansarbetsgivarna and Akavia/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 Akavia/Sveriges Ingenjörer or at the request of either Finansarbetsgivarna or Akavia/Sveriges Ingenjörer.

Central negotiations shall be requested within ten banking days after the local negotiations concluded. 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.

## **Fiduciary council**

Any dispute arising out of or in connection with 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 days from the day that the central negotiations were concluded to the joint fiduciary council of Finansarbetsgivarna and Akavia/Sveriges Ingenjörer in accordance with Section 9 Rules of procedure for negotiations – arbitral tribunal in the Collective Agreement.

# **AGREEMENT BETWEEN FINANSARBETS- GIVARNA AND AKAVIA / SVERIGES INGEN- JÖRER ON PROTECTIVE AND SECURITY MEASURES DURING INDUSTRIAL CONFLICTS**

Finansarbetsgivarna and Akavia/Sveriges Ingenjörer note that the current internationalisation and globalisation of the financial markets entail 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 must 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 must 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. It is considered protective / security work to monitor computer systems in order 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 Akavia/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 Finansarbetsgivarna and Akavia/Sveriges Ingenjörer.

4. Protective 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 assets.

5. Protective and security 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 protective and security 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 protective and security measures before the conflict has ended.
8. Akavia/Sveriges Ingenjörer are prepared to agree to further exemptions from labour conflicts during a labour conflict.