

**Pension agreement  
between  
BAO and  
Jusek /  
Civilekonomerna /  
Sveriges Ingenjörer**

*The agreement applies to members of Jusek /Civilekonomerna / Sveriges Ingenjörer, employed in banks affiliated with BAO. The agreement consists of two parts, BTP1 and BTP2.*

*With updates as per 2025-01-01*

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

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# **Pension agreement, BTP1 and BTP2 BAO- Jusek / Civi- lekonomerna / Sveriges In- genjörer**

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# BTP1

## 1 § — Scope of the agreement

BTP1 applies to employees hired after 1 February 2013 or the later date determined by the employer.

After the employer has decided to apply BTP1, an agreement can be made between the employer and employees covered by BTP2 to instead apply BTP1.

**Note 1**

*If the bank chooses to apply BTP1, then also persons hired before that date under the age of 25 are comprised.*

**Note 2**

*When an employee changes employment by transferring from one employer to another within the same group of companies, then the new employer shall in a positive spirit consider the possibility for the employee to remain in the former pension scheme (BTP2).*

### **BTP1 does not apply to**

Employees who considering their tasks and employment terms must be considered to have key executive or comparable positions in the company.

Employees who are temporarily located in Sweden and perform work during not more than one year or the longer period that the BTP Council determines.

## 2 § — Pension-qualifying salary

The benefits of the BTP1 scheme shall be calculated on the basis of a pension-qualifying salary.

Pension-qualifying salary means the entire annual gross salary paid in cash up to 30 income base amounts taking into consideration the other provisions of this section.

Pension-qualifying salary also includes salary that would have been paid out, unless:

- salary was exchanged for other benefits such as a company car, pension, healthcare, private dental care and household services; or
- the employee has been absent and at the same time collected sick benefits, sickness compensation, activity compensation, parental benefits or temporary parental benefits.

The pension-qualifying salary does not include:

- variable compensation accrued over more than a year or compensation (regardless of accrual period) referable to, e.g., share and share-related incentive programs or share savings programs, other financial instruments, derivatives, other synthetic products or profit shares.
- variable remuneration that is unilaterally decided by the employer, so-called discretionary remuneration.
- cost compensation (whether tax free or taxable).

## 3 § — Retirement pension

A preliminarily calculated premium, on the basis of the determined monthly salary, shall be paid monthly, with a final settlement not later than February in the following calendar year.

The employer shall be responsible for payment of the premium.

### **Protected component**

2.5 % of the employee's pension-qualifying salary on salary portions up to and including 7.5 income base amounts shall be placed in a protected component determined by the BTP Council.

### **Elective component**

4.0 % of the employee's pension-qualifying salary on salary portions up to and including 7.5 income base amounts and 32% on salary portions between 7.5 income base amounts and 30 income base amounts shall be placed in an elective component.

The premium shall be placed by the employee according to applicable placement alternatives.

Placement alternatives for this component may within the framework of the parties' accession procedures\* be determined by a local agreement between the bank and the local organisation of Jusek / Civilekonomerna / Sveriges Ingenjörer.

In case the employee does not place the premium, it shall be transferred to the default alternative. Extra premiums may be paid regularly or on occasion.

*\*) The accession procedure entails a regulation of fee structures and product rules*

## Default alternative

The premium shall be managed same as the protected component.

### **Note 1**

*Premiums for fixed-term employees which during the calendar year are expected to be below an amount determined by the BTP Council, shall be aggregated for a final settlement in February of the following calendar year. If the aggregated amount is less than the determined amount, the fixed-term employee may choose at the time of settlement, either payment of a premium according to the applicable alternative or payment in cash. If the aggregated amount is equal to or greater than the calculation amount, regular terms under the agreement shall apply.*

### **Note 2**

*The employee has the right, at his or her own expense, to place the premium with respect to the elective component in the market.*

## 4 § — Retirement

The employee has the right to retire by observation of a six-month notice period. This means that the employee retires from service fully or, with the bank's approval, partially. Pension may be paid in accordance with the provisions of the Income Tax Act.

## 5 § — Payment

### **Protected component**

Payment of the protected component shall be made life-long and may not exceed an amount corresponding to a possible reduction of the working hours for the purposes of retirement.

### **Elective component**

The pension shall be paid according to the employee's wishes, however in observation of the tax rules and insurance terms applicable from time to time.

### **Default alternative**

Shall be paid according to the elective component.

## 6 § — Disability pension

There is a right to disability pension when a permanent employee, a fixed-term employee or a probationary employee after a waiting period of three

full months of continuous service, after 90 calendar days or 150 calendar days, respectively, in case of repeated sickness over the past twelve-month period and the employee is not receiving sick pay under Section 8 of the collective agreement for bank employees if, because of illness or accident, the employee's capacity for work is reduced by at least 25 %. The entitlement ceases when the degree of incapacity for work is less than 25 %.

If an insurance event occurs entitling the employee to claim disability pension and full sickness compensation that is not time-limited, employment will terminate when the sickness compensation starts being paid out. However the entitlement to disability pension in such cases shall not cease.

1. Disability pension shall be paid in the percentage of the employee's salary set out below.

The employee's salary in case of illness shall be the average pension-qualifying salary during the twelve-month period preceding the first day of illness. If the insured has not been comprised by the BTP1 scheme during the entire twelve-month period, an average calculation shall be made on the basis of the number of months when the insured was comprised by the BTP1 scheme during the twelve-month period.

<b>Salary or salary portion*)</b>	<b>Disability pension after 90 calendar days during the time when sick benefits are paid</b>
– 10 price base amounts	10 % disability pension
10 B – 20 income base amounts	65 % disability pension
20 – 30 income base amounts	32.5 % disability pension

<b>Salary or salary portion*)</b>	<b>Disability pension during the time when sickness compensation or activity compensation is paid</b>
– 7,5 price base amounts	15 % disability pension
7,5 B – 20 income base amounts	65 % disability pension
20 – 30 income base amounts	32.5 % disability pension

*\*) From the 15th to the 90th day of illness, disability pension shall be paid by 10 % if the right to sick pay has terminated as a result of the employee having been unable to work for a total of 150 days over the latest twelve-month period.*

*In case of lower ability to work than 100 %, the disability pension shall be reduced in relation to the degree of inability.*

2. Disability pension according to the above shall be reduced as follows:
  - a. by disability pension according to a paid-up policy
  - b. on salary portions up to 7.5 price base amounts with annuity from occupational injury insurance or due to a compensation obligation imposed on the state.
3. For the time that disability pension under this agreement has been paid after the employee's return to service, the salary shall be reduced by the disability pension for the same time.

## 7 § — Survivor's pension

### Repayment protection

Paid premiums for retirement pension are covered by repayment protection.

Repayment protection means that the paid-up value of the insurance shall be paid, subject to the tax rules and insurance terms applicable from time to time, to the beneficiary if the employee passes away.

In case of death before commencement of payment of retirement pension to the employee, the value of the retirement pension shall be paid to the beneficiary during five years.

In case of death after the commencement of payment of life-long retirement pension to the employee, the payments will continue as payment protection to the beneficiary and shall cease not later than 20 years after the commencement of payment of the retirement pension.

In case of death after the commencement of payment of time-limited retirement pension to the employee, the payments to the beneficiary will continue for not longer than the end of the agreed payment period of the retirement pension.

The employee may opt out of the repayment protection.

If payment protection is elected later, a health declaration will be required if more than twelve months have passed after a family event. Family event means that a salaried employee gets married, enters into registered partnership, moves in together with someone (a cohabitant) on conditions similar to marriage or becomes a parent.

The repayment protection normally comprises the entire pension capital accrued in a defined contribution retirement pension, regardless of pension manager.

The repayment protection remains also after commencement of payment of the retirement pension, unless the employee has opted out of it. If opted out of, it cannot be reintroduced at any time.

## **Occupational Group Life insurance**

Occupational Group Life insurance applies to all employees for the duration of the employment, however not for longer than the end of the month prior to the month when the employee turns 70 years of age.

For employees with regular working hours of at least 15 hours on an average per week, full Occupational Group Life insurance (TGL) shall apply as set out below.

For employees with regular working hours of at least 8 but less than 15 hours on an average per week, half TGL shall apply.

When an employee passes away, TGL shall be paid by 9.1 price base amounts the relevant year.

If the employee is survived by children under the age of 21, an additional amount of 2.8 price base amounts per child the relevant year shall be paid.

Beneficiaries of the TGL insurance amounts are in the following order:

1. Spouse or registered partner. If there is neither a spouse nor a registered partner, then cohabitant
2. Children
3. If the employee wishes that another individual should receive the amounts, a special beneficiary appointment must be made, stating the person or persons who are to be beneficiaries. A special beneficiary appointment must be submitted to the insurance company in writing and signed. If no special beneficiary appointment has been made according to the above, payment shall be made to the employee's estate.

## **Child pension**

Child pension shall be paid to any surviving children under the age of 20 at the time of the employee's death. The employee's age at the time of death

determines the amount of the pension and how it is paid. The pension shall be paid directly to the child as follows:

The employee's age	<i>Number of price base amounts per year and child under the age of 20.</i>	<i>Number of price base amounts per year and child under the age of 20.</i>	Payment time
	Full amount	Half amount	
18 – 35 years	3	1.5	10 years
36 – 45 years	3	1.5	7 years
46 – 54 years	2,5	1.25	5 years
55 – 64 years	1	0,5	5 years

- *At least 15 hours per holiday-free week, the full amount shall be paid.*
- *At least 8 hours but less than 15 hours per holiday-free week, half the amount shall be paid.*

## 8 § — Alternative pension solution

The bank may make an agreement with the employee for a different pension solution. Such pension solution may deviate fully or partially from the BTP1 scheme, with the exception of the retirement pension component up to and including 7.5 income price amounts and the rules regarding disability pension.

## 9 § — Occupational Injury Insurance (TFA)

The bank shall enter into an insurance agreement with AFA for Occupational Injury Insurance (TFA).

# BTP2

## 1 § — Introduction

The pension cover is based partially on law, partially on this agreement.

1. The pension cover under law is comprised, *inter alia*, of income pension, premium reserve pension and guaranteed pension based on salaries up to 7.5 income base amounts.
2. The pension benefits of BTP2 supplementing the pension cover under law for salaries up to 7.5 price base amounts/income base amounts as well as salaries in excess thereof are comprised by

- retirement pension
- supplementary pension
- survivor's pension

on salaries up to 7.5 / 10 price base amounts:

- disability pension

on salaries up to 7.5 income base amounts:

- special child pension
- special survivor's pension

on salaries exceeding 7.5 income base amounts:

- family pension

In addition, there is

- Occupational Group Life insurance
- Occupational injury insurance

3. The pension benefits according to BTP2 are administered by Bankpension AB, Pensionskassan SHB, Sparinstitutens Pensionskassa (SPK), SPP or another insurance institution.

## 2 § — Pension-qualified employees

Employees are covered by the pension provisions not before the month after the employee has turned

- 18 years of age with respect to disability pension and for special survivor's pension on salaries up to 10 price base amounts and 7.5 income base amounts, respectively
- 25 years of age with respect to retirement pension and supplementary pension and for family pension on salaries over 7.5 income base amounts.

**Note:**

*The reduction from 28 to 25 years applies from 1 July 2002 with no retroactive effect.*

Furthermore, the following shall apply:

1. Upon the entry into BTP2, the employee must not have been on sick leave for more than 90 consecutive days and moreover must not be entitled to disability pension under this agreement or other retirement scheme.
2. A salaried employee without prior accrued salaried pension rights, must have been hired before turning 60 years of age.
3. An employee on a part-time contract must have a determined average annual salary of at least 24 % of the income base amount.
4. An employee on a fixed-term contract shall be pension-qualified as a salaried employee after a waiting period of three full months' consecutive service. The entire employment time will then be pension-qualifying.
5. A person having reached the age of 65 or who, after leaving his or her prior employment, is receiving pension shall not be comprised by the pension provisions of this agreement.
6. The bank / company may make an agreement for an alternative pension solution on salary portions between 7.5 and 30 income base amounts with employees having an annual salary exceeding 10 income base amounts. An agreement for an alternative pension solution may refer to retirement pension under Section 9 as well as to family pension under Section 12:3. If the bank / company accepts to make an agreement with the employee under the alternative rule, then the bank / company shall notify Jusek / Civilekonomerna / Sveriges Ingenjörer's local organisation at the bank / company before an

agreement is made. Notice shall be provided if the employee is a member of Jusek / Civilekonomerna / Sveriges Ingenjörer. In case of disagreement, the local organisation of Jusek / Civilekonomerna / Sveriges Ingenjörer has the right to request negotiations. An alternative pension solution will normally be granted from the month when the notification thereof has been submitted to the insurance institution.

**Note:**

*1. Alternative pension solutions shall be secured in the same manner as the other benefits of the BTP scheme or in a manner agreed between the bank / company and the employee.*

*2. The bank / company and Jusek / Civilekonomerna / Sveriges Ingenjörer's local organisation may, as an alternative to the shadow premium calculation, implement a so-called premium ladder in the calculation of the premium for employees with an alternative pension solution according to item 6 above.*

### 3 § — Pension-qualifying salary

The pension-qualifying salary is the employee's annual salary subject to the following rules.

1. The salary shall be increased
  - by supplementary holiday pay,
  - by the average, over the last three years, of all commission, bonus and other performance-related pay received based on the results of the individual or the group and calculated using a previously known calculation model,
  - in case of regular shift work or regular on-call service, by the average shift and on-call compensation paid during the past year,
  - by compensation for work at certain times according to the collective agreement for bank employees.

**Note:**

*Variable remuneration that is unilaterally decided by the employer, so-called discretionary remuneration, do not constitute pensionable salary.*

2. Changes in pension-qualifying salary shall apply as per 1 January of the current or coming year according to agreement among the parties.
3. Repealed
4. Repealed

Clauses 3 and 4 have been replaced by the following table describing how much of an salary increase that as a maximum may be included, taking into consideration the number of months remaining until retirement age

Number of months remaining until retirement age	Maximum salary increase that is pension-qualifying
59 – 49	1,20 × income base amount increase
48 – 37	1,15 × income base amount increase
36 – 25	1,10 × income base amount increase
24 – 13	1,05 × income base amount increase
12 – 1	1,00 × income base amount increase

5. For employees who have qualified for the right to part-time pension, the pension-qualifying salary is the same as before the transition to part-time service, increased annually by salary increases according to clause 3 above. The disability pension during time when sickness benefits are paid is however based on the part-time salary.
6. Employees whose working hours have been reduced for other reasons than partial special retirement pension and partial retirement pension in case of early retirement have during the first 3 months of reduced working hours remaining protection in the form of the right to disability pension and survivor's pension being calculated on the pension-qualifying salary before the working hour reduction.
7. The pension-qualifying salary is not more than 30 income base amounts. Income base amounts means in the determination of the pension benefits the income base amount that under the Act on Pension-qualifying Retirement Pension applies for January of each year, unless otherwise stated in each respective section.

**Note:**

1. In case of salary waivers in the form of company car, computer, pension insurance, healthcare insurance, private dental care costs and domestic services, the pension-qualifying salary equals the gross salary.

2. The price base amount of the pension agreement (the BTP scheme) shall be changed effective on 1 January 2003 to the income base amount determined according to Section 6 of the Act (1998:674) on Income-based Retirement Pension. This change shall not apply to Section 11 Disability pension regarding the salary limit 7.5 / 10 price base amounts.

## 4 § — Pension-qualifying employment time

The employee shall accrue pension-qualifying employment time at the earliest from the month after which the employee reaches the age of 25.

Full retirement pension and family pension shall be paid if the employee up to and including the month before the age of 65 or another agreed lower pension age is reached, may be expected to receive a pension-qualifying employment time of at least 360 months.

If the expected employment time is less than 360 months, the retirement pension and the family pension shall be reduced by 1/360 for each month of shortfall.

The following terms shall apply to the calculation of pension-qualifying employment time:

1. Employment time with a fixed annual salary of less than 24 % of the income base amount shall not be included.
2. In case of a transition to increased working hours, the prior accrued pension-qualifying employment time shall be recalculated in consideration thereof.
3. For employees on a fixed-term employment contract, who have completed a waiting period according to Section 2, only employment time amounting to at least 3 consecutive months shall be included. The entire employment time shall then be included.
4. Pension-qualifying employment time includes
  - sick leave
  - holiday
  - full or partial leave in connection with the birth or adoption of a child and for care of a child until the child has reached the age of 1 1/2 and when parental benefits are otherwise paid under law
  - leave for military service of less than 30 calendar days and which is not basic training
  - leave for studies where the bank / the company and the employee have agreed that the education is of significance to the work in the bank / company
  - other leave of not more than 3 calendar months and

- other leave of more than 3 calendar months according to a decision by the bank / company in each individual case.

**Note:**

*During pension-qualifying employment time, the employee shall be ensured all pension benefits and accrues, as the case may be, retirement pension, supplementary pension and family pension. In case of leaves of absence of more than 3 calendar months and which are not pension-qualifying, the employee shall, during the first three calendar month of the leave have remaining protection consisting of a right to disability pension and survivor's pension.*

**Transitional rules:**

*Prior employment time with the bank/company shall be included as pension-qualifying according to the collective agreement in effect from time to time.*

## 5 § — Coordination with previous pension rights

### For employees born in 1952 or later

Coordination with previous pension rights comprises only defined benefit accrued pension according to the pension agreement Bankernas Tjänstepension (BTP).

Coordination effected before 1 February 2013 shall still apply, also following new employment.

If an employee in employment with another employer has accrued pension rights according to BTP then:

- The time of such pension right accrual shall be considered employment time in the present employment
- Pension rights accrued shall be included in the pension rights accrued in the current employment.

If the employee is comprised by the alternative rules of Section 9 and Section 12 in the pension agreement, then:

- The pension-qualifying employment time shall be reduced by the number of months for which the alternative rule has been applied
- The pension rights accrued during a time when the alternative rules have been applied shall not be included in the pension rights accrued in the current employment.

## For employees born in 1951 or earlier

### *Former employment as a salaried employee*

Pension rights accrued by an employee with another employer according to a retirement scheme equivalent to the pension provisions of this agreement shall be included in the benefits under this agreement. The time during which such pension rights have been accrued shall be included in the employment time with the bank.

If there are significant differences between the pension schemes, then the employment time in the prior employment shall be recalculated to take the difference into account. The bank and the employee may in the latter case agree that such recalculation shall not be made. The pension rights accrued by the employee at the same time as this or equivalent pension scheme shall not be coordinated.

### *Former employment as blue-collar employee*

If an employee during the time 1 January 1979 - 31 December 1995 has transitioned from a blue collar position to a salaried employee position, then the employee shall keep all STP time on the condition that this amounts to at least three STP years. Employment time from 1996 with agreement pension SAF - LO shall also be included.

## 6 § — Retirement age

The benefits of the bank scheme are fully paid up when the employee reaches 65 years of age.

An agreement may be made between the bank/company and employees in individual cases about a right for the employee to retire with pension before the age of 65.

In case of a lower pension age, retirement shall occur without any special notice at the end of the month when the pension age is reached.

**Note:**

*It is noted that the benefits of the bank scheme are fully paid up when the employee reaches the age of 65. An employee choosing to continue the employment has the right to defer the payment of accrued retirement pension. An employee whose employment does not continue has the right to deferred payment of retirement pension for no longer than until 69 years of age. In case of deferred payment, the monthly paid pension will be higher as a result of a shorter total payment period. In case of illness or death after the employee has reached the age of 65, no disability pension under Section 11 or special survivor's pension under Section 12 item 2 shall be paid.*

# Sections 7 and 8 have been repealed

## Transitional rule

For employees born in 1956 or earlier, Section 8 shall continue to apply on unchanged terms.

*For employees born from 1957 up to and including 1961, the first paragraph of Section 8 shall be amended as follows:*

Subject to a notice period of six months, employees have the right to retire fully or, upon the approval of the bank / company, partially starting from the month after reaching the age of 62.

Otherwise, Section 8 shall apply on unchanged terms for these ages.

*For employees born in 1962 up to and including 1966 the first paragraph of Section 8 shall be amended as follows:*

Subject to a notice period of six months, employees have the right to retire fully or, upon the approval of the bank / company, partially starting from the month after reaching the age of 63.

Otherwise, Section 8 shall apply on unchanged terms for these ages as follows:

*The retirement pension shall be calculated on the pension-qualifying salary or lapsed pension-qualifying salary portion as follows:*

1.

Pension-qualifying salary	Retirement pension in percent before the age of 65	After the age of 65
– 7.5 income base amounts	$K \times 72$	$K \times 10$
7,5 – 20 income base amounts	$K \times 72$	$K \times 65$
20 – 30 income base amounts	$K \times 36$	$K \times 32,5$

$$K = 1 - \left( \frac{m}{360} \right)$$

where  $m$  = number of months between retirement and the regular pension age

Gradual reduction of the working hours by partial application of Section 8 shall not be granted.

2. In case of shorter pension-qualifying employment time than 360 months, the pension levels above shall be reduced.

3. The temporary retirement pension until the regular pension age shall be reduced by sickness compensation paid under the Swedish Social Insurance Act and any annuity paid under the Swedish Occupational Injury Insurance Act. Employees have a duty to notify the bank/company when such benefits are awarded.
4. An employee wishing to retire under Section 8 must have been employed by the bank/company for five years prior to retirement.
5. The supplementary pension payable from normal retirement age may be exchanged within the limits of unchanged capital value for a temporary or lifelong pension from the date of retirement. Only supplementary pension accrued as of 31 December 1999 may be drawn from the partial retirement date.

## 9 § — Retirement pension

An employee has a right to retirement pension as from the month in which he or she reaches the age of 65 or the earlier date when the employee is entitled to draw a retirement pension up to and including the month in which the employee dies. Full retirement pension is payable based on the following percentage of the pension-qualifying salary:

Pension-qualifying salary portion	Pension until the month 65 years of age are reached	Pension from the month 65 years of age are reached
– 7.5 income base amounts	65 %	10 %
7.5 – 20 income base amounts	65 %	65 %
20 – 30 income base amounts	32.5 %	32.5 %

The retirement pension may be reduced, as the case may be, under Section 4. Retirement pension before the age of 65 calculated on the basis of pensionable salary up to 7.5 x Income Base Amount shall be reduced by the following benefits under the Swedish Social Insurance Code (SFB) or the Swedish Occupational Injury Insurance Act:

- Sickness benefits if the employee at the retirement date is drawing disability pension, however, not less than 5 percent of the retirement pension on salary up to 7,5 income base amounts will always be paid out.
- Sickness compensation or annuity. Where the retirement pension is reduced owing to the period of employment, the reduction will be by

such an amount that the total benefits do not exceed full retirement pension under this agreement.

**Alternative rule**

For employees with a pension-qualifying salary in excess of 10 income base amounts the bank / company and the employee may instead of the main rule make an agreement for an alternative pension solution regarding salary portions between 7.5 and 30 income base amounts. Such agreement may apply for pension purposes only.

*When an agreement has been made to apply the alternative rule for an individual salaried employee, the rule must be applied for as long as the employee remains in service with the bank/company.*

## **9a § — Alternative pay-out of retirement pension**

Retirement pension may be paid out earlier than 65 years of age if the employee so wishes and for the purpose of retirement, subject to the tax regulations and insurance conditions in effect from time to time.

Due to the change in the payment period, the retirement pension shall be calculated according to the pension institution's actuarial insurance assumptions.

## **10 § — Supplementary pension (BTPK)**

In addition to retirement pension, supplementary pension shall be paid. This pension is based on individual premiums in an amount depending on the employee's date of birth and salary. The premiums have been set so that the supplementary pension in principle may be expected to be of equal amounts for men and women.

The following terms apply to the supplementary pension:

1. The fees shall be calculated on a current basis for the time that the employee is accruing pension-qualifying employment time and shall constitute the following percentage of the employee's pension-qualifying salary:

<b>Birth year</b>	<b>Fee in % of pension-qualifying salary</b>
1939-1966	2.0
1967 and later	4.0

**Note:**

Employees covered by BTP2 who were born in 1966 or earlier receive a lower allocation to the supplementary pension. The reason for this is that these employees were not included in the conversion of supplementary holiday pay into an increased pension, which was fully implemented in the collective agreement as of the January 1, 2023.

The employee shall be able to place the premium for the supplementary pension individually. The placement alternatives shall be determined by local agreement. If the local parties do not agree otherwise, the following placement alternatives shall apply.

**The commercial banks (including subsidiaries with or without insurance in SPP):** own group solutions, i.e., placement in the bank's products.

**Swedbank (including subsidiaries with or without insurance in SPP and bank employees with insurance in SPP):** own group solutions, i.e., placement in the bank's products.

**The Sparbanks (including subsidiaries with or without insurance in SPP):** placement in own solutions, SparFond or SPK.

**Other companies with insurance in SPP:** placement in SPP products (incl. Handelsbanken Liv).

**Note:**

Regardless of whether a local agreement has been made as set out above or the above placement alternatives apply, the individual employee has the right, at his or her expense, to place the supplementary pension premium in the market, through an elective central administration company.

2. The supplementary pension shall be recorded as temporary pension for five years starting from the month when the employee turns 65 and shall be calculated on the basis of the applicable tariff for such retirement pension with payment to the age of 65.

3. If an employee resigns at the age of 65 or at a lower retirement age, the supplementary pension shall be paid at the request of the employee either during five years or during another time period with unchanged principal value, however not for a shorter period than six months.

If an employee resigns under Section 8, the supplementary pension shall be paid in accordance therewith.

If an employee resigns for any other reason before the age of 65, the supplementary pension shall be transferred to a paid-up policy. The paid-up policy amount shall be payable from the age of 65 in the manner set out in the first paragraph of this clause.

## 11 § — Disability pension

There is a right to claim disability pension when the employee's capacity for work after 90 calendar days, or 150 calendar days in the event of repeated sick days over the past twelve months, respectively, is reduced by at least 25 % and the employee is not receiving sick pay under Section 8 of the collective agreement for bank employees. The entitlement ceases when the degree of incapacity for work is less than 25 %.

If an insurance event occurs entitling the employee to claim disability pension and full sickness compensation is not time-limited, employment will terminate when the sickness compensation starts being paid out. However the entitlement to disability pension in such cases shall not cease.

1. Disability pension is payable in the amount of the percentage of the employee's pension-qualifying salary stated below, increased by compensation under Section 3:1:

<b>Salary or salary portion *)</b>	<b>Disability pension after 90 calendar days during the time when sickness benefits are paid</b>
– 10 price base amounts	10 % disability pension
10 B – 20 income base amounts	65 % disability pension
20 – 30 income base amounts	32.5 % disability pension

Salary or salary portion *)	Disability pension during time when sickness compensation or activity compensation is paid
– 7.5 price base amounts	15 % disability pension
7,5 B – 20 income base amounts	65 % disability pension
20 – 30 income base amounts	32.5 % disability pension

*\*) From the 15th to the 90th day of illness, disability pension shall be paid by 10 % if the right to sick pay has terminated as a result of the employee having been unable to work for a total of 150 days over the latest twelve-month period.*

*In case of lower ability to work than 100 %, the disability pension shall be reduced in relation to the degree of inability.*

2. Disability pension according to the above shall be reduced as follows:
  - a. by disability pension according to a paid-up policy
  - b. on salary portions up to 7.5 price base amounts with annuity from occupational injury insurance or due to a compensation obligation incumbent on the state.
3. For the time that disability pension under this agreement has been paid after the employee's return to service, the salary shall be reduced by the disability pension for the same time.
4. Except as provided above, the provisions regarding disability pension in the charter for each respective pension institute or corresponding shall apply.

## 12 § — Survivor's pension

1. A special child pension shall be paid to any surviving children upon the death of a male or female employee.

Full special child pension shall be paid for each month on the basis of  
 – a base amount and  
 – the number of beneficiaries at the start of the month.

The base amount is 16 % of pension-qualifying salary up to 7.5 income base amounts.

Child pension shall be paid in the following percentages of the base amount:

Beneficiaries	Pension in percent of the base amount
1 child	75
2 children	110
3 children	135
4 children	150
more than 4 children	150 + 10 for each child in addition to 4

Pension payable to more than one child shall be divided equally among them.

2. Special survivor's pension shall be paid to the surviving spouse if an employee dies before the age of 65. Special survivor's pension is payable in an amount of 20 % of the employee's pension-qualifying salary up to 7.5 income base amounts from and including the month after the death.

The pension is temporary and will be paid out no longer than up to and including the month prior to the survivor's 65<sup>th</sup> birthday, however not for less than five years.

Depending on the family situation, the surviving spouse is entitled to draw this pension for a limited period of time of not less than five years.

**Note:**

*This clause shall apply also to cohabitants as defined in the Cohabitation Act (Joint Property) and registered partners according to the Act on Registered Partnerships.*

3. Family pension on salary portion over 7.5 income base amounts  
Family pension shall be paid to the surviving spouse at the death of a male or female employee. Full family pension will be determined for each month on the basis of

- a base amount and
- the number of beneficiaries at the start of the month.

The base amount is the following percentage of the pension-qualifying salary:

Salary portion	Base amount
7.5 – 20 income base amounts	32.5 %

20 – 30 income base amounts 16.25 %

The base amount may be reduced according to Section 4, as the case may be.

The family pension shall be paid in the following percentages of the base amount:

<b>Beneficiaries</b>	<b>Pension in percent of the base amount</b>
<b><i>Surviving spouse</i></b>	
no children	100
with 1 child	130
with 2 children	150
with more than 2 children	150 + 10 for each child in addition to 2
<b><i>Children only</i></b>	
1 child	75
2 children	110
3 children	135
4 children	150
more than 4 children	150 + 10 for each child in addition to 4

Of pension payable to both spouse and children, the spouse shall receive an amount equal to 75 % of the base amount. Pension payable to more than one child shall be divided equally among them.

#### ***Alternative rule***

With respect to employees with a pension-qualifying salary exceeding 10 income base amounts the bank / company and the employee may make an agreement to apply a different pension solution than family pension under Section 12:3.

*When an agreement has been made to apply the alternative rule for an individual salaried employee, the rule must be applied for as long as the employee remains in service with the bank/company.*

#### **Note:**

*This clause shall apply from 1997 also to cohabitants. Cohabitant means an unmarried woman and an unmarried man living together in a relationship similar to marriage according to the definition in the Cohabitation Act (Joint Property). A cohabitant may be the beneficiary of the accrued paid-up*

*policy and the risk element only after 1996. The benefits will be co-ordinated with any employment time deriving from another scheme with a differently designed survivor's pension paid-up policy, e.g. ITP. The same applies to cohabitants under the Act on Homosexual Cohabitants with effect from 1 July 2002.*

4. The right to the special child pension and family pension applies also if the employee dies after retirement.

Adoption does not qualify an adopted child for pension rights and marriage does not qualify the spouse for pension rights if the adoption or the marriage occurs

- after the employee has turned 60 years of age or during a time when the capacity to work is permanently reduced by at least 25 %; however, marriage after the age of 60 does qualify the spouse for pension rights, if the marriage has lasted more than 5 years or there is a child of the marriage, or
- after the employee has contracted an illness, which within 6 months causes the employee's death, unless it may be reasonably assumed that at the time of the adoption or marriage the employee was unaware of the fatal nature of the illness.
- Special child pension, special survivor's pension and family pension shall be paid from the month after the one during which the employee has died; and
- with respect of the spouse: until the month when the spouse dies or remarries; however the pension shall not terminate if the new marriage is entered into after the surviving spouse turns 60 years of age.
- with respect to children: until the month when the child turns 21 or dies.

**Note:**

*The conditions in this Section regarding the spouse shall apply also to registered partners according to the Act on Registered Partnerships.*

## 13 § — Financing and insurance

The pension benefits shall be financed by the banks / companies.

1. The retirement pension, the supplementary pension and the family pension on salary portions over 7.5 income base amounts are based on contributions, which form a premium reserve, subject to the following:

- a waiver of contribution shall apply in case of early retirement between the ages of 61 and 65 under Section 8 in respect of benefits from the age of 65
  - a waiver of contribution shall apply in case of disability pension
  - the contributions for retirement pension and supplementary pension shall be limited (adjusted for age) so as not to exceed 1½ times the average contribution for all salaried employees as a percentage of pension-qualifying salaries divided into salary bands of 0-7.5 and 7.5-30 income base amounts.
2. The benefits
    - disability pension
    - survivor's pension for salary portions up to 7.5 income base amounts and
    - waiver of contribution and reduced contribution under clause 1 above will be funded through risk-equalized contributions with an equal percentage on the salary of all employees over the age of 18. Such risk equalization will take place within the respective pension funds and banks affiliated with Bankpension AB.
  3. The cost of other pension benefits shall be borne directly by the bank / company.
  4. Pension benefits under this agreement will be secured through insurance with Pensionskassan SHB, SPK Pension Tjänstepensionsförening (SPK), SPP or another insurance institution or by making provisions to a pension foundation under an agreement between BAO and Jusek / Civilekonomerna / Sveriges Ingenjörer or in another manner as agreed separately by BAO and Jusek / Civilekonomerna / Sveriges Ingenjörer. The pension benefits may also be secured by provisions in the balance sheet in combination with credit insurance. The credit insurance shall be obtained from a supplier approved by the BTP Council.

## 14 § — Special funds for indexation

The purchasing power of pension benefits to be paid out shall be protected by the use of surplus funds in the pensions institutions, however, to the extent required, special funds for indexation may be used to defray such costs.

The parties agree that the pension institutions must be able to discharge the payment of pension supplements as decided by BAO and Jusek / Civilekonomerna / Sveriges Ingenjörer. If the financial circumstances so require, BAO's owners will contribute additional funds to enable such performance.

Any special funds for indexation that are not required for pension supplements may, subject to the decision of BAO and Jusek / Civilekonomerna / Sveriges Ingenjörer, be used for other pension enhancement purposes.

## **15 § — Paid-up policy and post-cover**

If an employee's employment terminates without retirement pension being payable immediately, he or she is entitled to a paid-up policy on accrued pension rights in respect of retirement pension, supplementary pension and family pension.

Upon transition to shorter regular working hours before the age of 60, a paid-up policy shall be released in an amount corresponding to the reduction of the working hours. A paid-up policy calculated in that matter shall accrue to the employee in addition to the salary pension for the reduced working hours and shall not be reduced in case of future salary raises. Upon transition to longer regular working hours, however, the bank/company has the right to assimilate the paid-up policy to an extent corresponding to the increase of the working hours.

Pension contributions will be calculated as having been paid no earlier than from the age of 28 (25 with effect from 1 July 2002), and as the case may be without taking into account adjustments for age in the case of contributions for retirement pension and supplementary pension.

Employees whose employment has terminated without retirement pension being payable immediately and who have not taken other pension-qualifying employment have, during the first three first three calendar months after departure a post-cover consisting of right to disability pension and survivor's pension.

## **16 § — Pension supplements**

Pension supplements are governed separately by agreement between BAO and Jusek / Civilekonomerna / Sveriges Ingenjörer.

## 17 § — Miscellaneous

In addition to the provisions of this agreement, the rules governing each respective pension fund (superannuation fund) shall apply.

In the case of insurance with SPP the provisions of this agreement shall apply, subject to SPP's right to depart from the provisions where required for administrative reasons upon prior notice to the parties.

## 18 § — Occupational Group Life insurance (TGL)

Under a separate agreement, the banks/companies shall obtain and bear the cost of providing Occupational Group Life Insurance (TGL) cover through an insurance institution.

1. TGL applies to all salaried employees for the duration of their employment, however not earlier than the month after which the employee turns 18 years of age and not later than up to and including the month before the one when the employee turns 70 years of age. In case of sickness compensation, TGL shall apply until the regular pension age of 65.
2. For employees with regular working hours of at least 15 hours on an average per week, full TGL cover applies. For employees with regular working hours of at least 8 but less than 15 hours on an average per week, half TGL cover applies.
3. When an employee dies, full TGL shall be paid in an amount corresponding to the number of price base amounts set out below. Here and in clause 4, the reference is to price base amounts for the month of January in the year of the death.

a. **Base amount**

<b>If the employee at the time of the death has turned</b>	<b>Base amount in number of price base amounts</b>
18 but not 55 years	6.0
55 but not 56 years	5.5
56 but not 57 years	5.0
57 but not 58 years	4.5
58 but not 59 years	4.0
59 but not 60 years	3.5

<b>If the employee at the time of the death has turned</b>	<b>Base amount in number of price base amounts</b>
60 but not 61 years	3.0
61 but not 62 years	2.5
62 but not 63 years	2.0
63 but not 64 years	1.5
64 but not 70 years	1.0

If the employee has turned 55 but not 70 years of age and is survived by child, who has not turned 17 years of age, the base amount is however 6 price base amounts.

Beneficiaries of the base amount are in the following order:

1. Spouse/registered partner
2. Children
3. Parents, or if one parent is dead, the surviving parent.
4. Other relatives who are entitled to inherit.
5. Natural persons who are universal legatees, each receiving as large a part of the remaining or surplus property as devolves on him or her by will.
6. The bank or employee-benefit fund designated for that purpose by the bank; in the latter case however, 0.5 price base amounts shall be paid to the employee's estate as a funeral benefit.

The employee may designate another natural person as beneficiary. Such designation must be made in writing to the insurance institution.

**b. *Child supplement***

When employees are survived by children under the age of 20, a supplement for each such child shall be paid in the amount corresponding to the number of price base amounts set out below.

<b>If the child at the time of the salaried employee's death</b>	<b>Child supplement in number of price base amounts</b>
has not reached the age of 17	2.0

If the child at the time of the salaried employee's death	Child supplement in number of price base amounts
has reached 17 but not 19 years of age	1.5
has reached 19 but not 20 years of age	1.0

4. If the employee's spouse dies and there are children of the marriage who at the death are not yet 17 and the spouse who has died did not have occupational group life insurance cover under this agreement or otherwise, payment in case of full benefit will be
- an amount corresponding to 0.5 price base amounts to the employee.
  - an amount corresponding to 1.0 price base amount for each child under the age of 17.

**Note:**

*This clause shall apply also to cohabitants as defined in the Cohabitation Act (Joint Property).*

5. The terms and conditions of the insurance are set out in the benefit statement provided to all employees.

## 19 § — Occupational Injury Insurance (TFA)

The bank / company shall enter into an insurance agreement with AFA for Occupational Injury Insurance (TFA).

The purpose of this insurance is to provide supplementary cover in case of occupational injury or illness in addition to the benefits payable under the Social Insurance Code or otherwise.

Under TFA the following compensation is mainly granted

- for lost earnings
- for pain and suffering
- for certain costs
- for permanent deformity and injury
- for disablement
- for rehabilitation
- upon death.

The terms and conditions of the insurance are set out in the benefit statement provided to all employees.

## **Common provisions for BTP1 and BTP2**

### **1 § — BTP Council**

A special council – the BTP Council – shall be responsible for the interpretation of the terms and conditions applicable to the BTP scheme and to perform the functions as set out in the regulations of the scheme.

The Council shall also be an advisor to insurers and other administrators within the BTP scheme.

The bank, the local organisation of Jusek / Civilekonomerna / Sveriges Ingenjörer or the individual employee may request that issues concerning him or her are brought up for consideration in the BTP Council.

The BTP Council consists of three representatives appointed by BAO and three representatives appointed by Jusek / Civilekonomerna / Sveriges Ingenjörer.

Any decision of the Council must be unanimous.

### **2 § — Disputes**

In case of any dispute arising regarding the interpretation and application of pension agreements, insurance agreements, insurance terms, or other provisions regarding the BTP scheme, a party to the dispute has the right to refer it for a binding resolution by the Pension Arbitration Tribunal in accordance with Arbitration Act. The dispute must have been submitted to and finally considered by the BTP Council before it may be referred to the Pension Arbitration Tribunal.

The Pension Arbitration Tribunal consists of two members appointed by BAO and two members appointed by Jusek / Civilekonomerna / Sveriges Ingenjörer, or a lower number of members that the parties agree upon. The appointed members shall jointly appoint an impartial chairperson. If the parties cannot agree on the chairperson, he or she shall be appointed by the National Mediation Office.

If a party to the dispute is not a union member, then BAO and the party in question shall appoint the members of the Tribunal.

### **3 § — Term of the pension agreement**

The agreement shall apply until further notice with a mutual notice period of 24 months, however, the agreement may not terminate before 1 February 2018.

The parties agree that during the term of the agreement either party may call for negotiations to alter the conditions of the agreement, if the assumptions on which the agreement is based have changed. Such negotiations shall be held with an embargo on strikes and lockouts.

Stockholm 2 May 2012

**BANKINSTITUTENS  
ARBETSGIVARORGANISATION  
merna / Sveriges Ingenjörer**

**Jusek / Civilekonomerna**