ACEBE

Agreement on Conditions of Employment for Bank Employees (ACEBE)

Effective from 1 January 2027

EMPLOYERS IN BANKING

Schweizerischer Bankpersonalverband
Association suisse des employés de banque
Associazione svizzera degli impiegati di banca

association of commercial employees

Agreement on Conditions of Employment for Bank Employees

A. General terms and conditions

1. Purpose

With this agreement, the social partners in the banking sector intend:

- to set out the rights and obligations in respect of contracts of employment over and above the statutory provisions, thereby making a positive contribution to the welfare and development of the employees and banks covered by it;
- to maintain and promote the employability of employees;
- to deepen the collaboration between the employees and the banks as well as between the social partners involved;
- to establish rules for participation rights in the banks;
- to hold a constructive dialog and safeguard good labour relations in the banking sector on the basis of good faith.

1a. Equal treatment

The parties shall actively promote equal opportunities in banking. They shall be committed to equal opportunities in all areas and the prevention of discrimination on the grounds of gender, age, nationality, religion or sexual orientation. Where necessary, related matters shall be discussed in the joint committee.

2. Scope

This agreement applies to all employment relationships for periods in excess of three months. The employment relationships of members of senior management are not governed by this agreement, with the exception of Appendix 1 (Agreement on the recording of working time).

Any diverging provisions on employment relationships with students and trainees shall take precedence over this Agreement.

B. Provisions relating to labour law

I. Commencement and termination of the employment relationship

3. Appointment

The employment relationship comes into being through the conclusion of an individual employment contract, which may be concluded in writing or in electronic form. The bank shall determine the electronic procedure to be used and shall ensure that employees are able to view the contract and retain a permanent copy of it before accepting it. The employment provisions of this agreement are part of this individual contract of employment.

The agreement on conditions of employment is issued to all employees or made available in electronic form. The contractual principles contain a reference to the Agreement on conditions of employment for bank employees.

In addition, the provisions of the Swiss Code of Obligations also apply to the individual contract of employment.

4. Termination of the employment relationship

Termination of the employment relationship is governed by the provisions of Art. 334 et seq. of the Swiss Code of Obligations.

II. Employees' special duties of loyalty and the banks' duties of care

5. Secondary employment

Employees are required to devote their professional activities exclusively to the bank. For the duration of the employment relationship, they may not undertake any paid work for a third party without the bank's permission, if to do so encroaches on their working hours or compromises their performance in the bank or obligation of good faith.

The bank's consent is to be sought in advance by employees wishing to perform functions in a professional association during working hours or to hold public office, in so far as this affects the employment relationship. This approval may not be withheld without valid reason.

6. Non-competition clause

During the employment relationship, no work may be carried out in the interests of a competing institution.

7. Business and banking secrecy

Employees are bound to secrecy vis-à-vis all parties with respect to information gained during the course of their duties at the bank.

Employees must maintain absolute secrecy with respect to all business relations with customers of the bank. This confidentiality obligation will continue to apply after leaving the bank.

8. Safeguarding the interests of the customer

It is the duty of the employee to safeguard and represent the interests of all customers of the bank equally.

9. Gifts and benefits

Employees may not accept any gifts or receive any benefits in connection with their professional activities if to do so would violate their duty to represent the interests of all customers of the bank equally under sect. 8 of the conditions of employment for bank employees or if they or persons close to them would gain direct or indirect advantages as a result.

10. Personal transactions

Employees are essentially treated on an equal basis with the customers of the bank for the purpose of their own banking transactions.

Personal transactions must be in reasonable proportion to the employee's financial situation and must not place excessive demands on their time.

The bank shall list prohibited proprietary transactions and groups of employees affected in an internal regulation.

11. Further professional training

The bank supports the professional training and the competitiveness in the labour market of its employees, regardless of grade, age, nationality, gender or degree of seniority.

It offers the possibility of regular development discussions in order to determine the current situation with regard to employability, to discuss career development and lay down the measures required for competence development and further training.

The bank determines the working hours to be apportioned and a possible contribution to costs for competence development measures and continuing training. Once an employee reaches 45 years of age, it is recommended that their situation be reassessed every 5 years.

12. Introduction of new technologies

When introducing new technologies that affect internal procedures or business processes, the bank shall take into account the associated competency requirements of its employees.

It shall support appropriate skills competency development measures and, in doing so, shall take due account of the time required for such development.

Where an employee's existing role can no longer be performed as a result of the introduction of new technologies, the bank shall consider opportunities to deploy the affected employee in other functions or roles within the bank. In doing so, it shall assess, in particular, whether the employee's competencies meet the relevant requirements or can be developed or expanded through appropriate competency development measures. In this context, the bank shall ensure equal treatment of all employees and protect them against discrimination.

Where it is likely that new technologies could impact health at the workplace, general or individual medical check-ups may be carried out.

12a. Older employees

In its workforce planning, the bank shall take due account of the importance of the knowledge and experience of older employees. It shall offer these employees the opportunity, as part of development reviews, to discuss future deployment opportunities and competency development measures. The bank shall take the outcome of these discussions into account, as far as operationally feasible, when planning future deployments and designing competency development measures, and shall allocate appropriate time for this purpose.

When the contracts of older and long-servicing employees are to be terminated, the bank takes special measures in line with its greater duty of care towards older employees:

- Timely warning of the envisaged termination
- Listening to the employee before termination is announced
- Assessing opportunities for alternative deployment

Where, in the context of a restructuring, neither an appropriate competency development measure nor any other suitable role can be identified for older and long-serving employees, the bank shall consider appropriate socially responsible solutions in accordance with Section 49(3) of the Agreement on Conditions of Employment for Bank Employees (VAB).

This does not apply in the event of termination on pressing grounds (Art. 337 Swiss Code of Obligations) or economic grounds, to special procedures in the event of mass redundancy (Art. 335d Swiss Code of Obligations) or the provisions of section D of this agreement (Procedures in cases of bank closures and layoffs of bank employees).

12b. Flexible mobile working

The bank offers the option of flexible mobile working, provided that this is compatible with the operational situation and the work performed.

The conditions for flexible mobile working are set out in a regulation or an agreement (for example, scope and conditions, data protection, health and safety, availability, any compensation, etc.).

Employees must not be disadvantaged, either directly or indirectly, on account of flexible mobile working arrangements.

12c. Health and safety

The bank attaches great importance to protecting the physical and psychological health of its employees and fulfils its legal obligations in this regard. When designing working conditions, it shall take appropriate measures to safeguard health in the workplace and to prevent work-related illnesses and accidents.

The bank shall provide employees with access to an appropriate internal and/or external contact point. The contact point shall be readily accessible to all employees and shall provide confidential advice on health-related concerns and psycho-social risks. Making use of the contact point shall not have any adverse effect on employees' employment or professional development. The social partners shall provide a list of external contact points.

The conditions for flexible mobile working will be set out in separate regulations or in an agreement.

III. Working hours

13. Weekly working hours

Normal working hours are calculated on the basis of 42 hours a week.

Within the framework of the provisions of Swiss labour law, they will normally be spread over five days followed by two consecutive days off.

Employees may only be required to work regularly on Saturdays with their written consent.

14. Annual planned working time

The bank determines the annual planned working time taking into account public holidays and other work-free days and hours.

15. Flexitime

Flexitime working is the rule.

The bank supports flexible working models such as flexitime, part-time work and job sharing wherever operationally possible and based on employee requirements.

Employees' personal lives should be taken into consideration when making arrangements for flexible working models.

The normal working week of 42 hours must be achieved as an average over the year.

16. Recording of working hours

The provisions for waiving recording working time pursuant to Article 73a and for simplified working time recording pursuant to Article 73b of Ordinance 1 to the Employment Act (ArGV 1) are set out in Appendix 1 to this Agreement.

17. Overtime

Overtime must be ordered by the bank or subsequently authorised.

Employees are obliged to work overtime (e.g. in case of extraordinary work load, work backlogs or absences) as far as they are able and can be expected to do so in good faith.

The total overtime is determined on the basis of the annual working hours in relation to the annual planned working time.

Where the total overtime is less than 50 hours, the bank determines the manner in which compensation in lieu is made.

In the event of the total overtime exceeding 50 hours, the employees decide whether they prefer compensation in the form of time off (including by transfer of the time credit to the following year), a bonus of 25%, or by means of a corresponding compensation payment agreed in writing. The right to choose shall not apply in cases of summary dismissal or garden leave.

18. [Repealed]

19. Special working hours

Occasional work on Sundays and public holidays and in the night may only be required under exceptional circumstances and only with the consent of the employee.

For temporary work at night (as defined by Swiss labour law) a supplement of 25% is paid and for temporary work on Sundays and public holidays a supplement of 50% is paid.

Stand-by and shift work shall be governed by an internal regulation.

IV. Holidays and paid leave

20. Length

The annual entitlement to paid holiday is:
- during initial vocational training and comparable training programmes, until the age of 25: 30 days
- until the age of 60: 25 days
- from the age of 60: 28 days

The longer holiday entitlement begins at the start of the calendar year in which the age of 60 is achieved.

Employees joining or leaving in the course of the year receive a proportional holiday entitlement.

21. Holiday arrangements

The bank stipulates when holidays may be taken while taking into account the wishes of the employee as far as operational requirements allow.

Employees with children at school are entitled to take their holidays during the school holidays insofar as this is operationally possible.

The needs of employees who are undergoing further training are taken into account appropriately during holiday planning where this is possible from an operational perspective.

As a general principle, holidays are to be taken by the end of the calendar year.

Employees are required to take at least two weeks consecutive holiday per year.

Banks may contact their employees during their holidays only in exceptional cases, in relation to urgent matters of operational necessity.

Should the employee fall ill or sustain any injury during the holiday through no fault of their own, days when, on the evidence of a doctor's certificate, the employee would have been completely unable to work, will not count as holidays.

22. Paid leave and brief absences

The bank grants the employee the following paid absences with no reduction in holiday entitlement and no payroll deduction:

a) Marriage, registration of partnership: 1 to 3 days
b) Attendance at the wedding of a child, sibling or parent: 1 day
c) Bereavement
   - of a spouse, registered partner, unmarried partner, own child or own parent: 3 days
   - a close relative not living in the same household: 1 day
d) In the event of an abortion or a miscarriage, the bank shall grant appropriate leave.
e) Moving house: up to 2 days
f) Release from military service on reaching the relevant age: 1 day
g) Active participation in official national celebrations: 1 day
h) Participation as an elected member of central organs of the Swiss Bank Employees' Association or the Swiss Association of Commercial Employees: up to 5 days
i) Brief absences, which cannot be postponed, for medical, dental reasons or appointments with authorities, as well as for physician prescribed treatments: the time necessary
j) For the necessary care of a family member or life partner with health issues: up to 3 days per event and up to a total of 10 days per year.
k) For the care of a minor child with serious health problems, up to 14 weeks' care leave under Art. 329i Swiss Code of Obligations may be taken in one go or on a day by day basis within 18 months of the date on which the first leave is taken. If both parents are in employment, the care leave can be divided up between both parents.

   Banks are advised to provide more comprehensive measures such as continuing to pay salaries in full during leave, granting additional paid or unpaid leave days and offering employees the option of temporarily reducing their workload.

   Claims for more extensive allowances in order to meet the legal duty to provide care as stipulated by Art. 324a Code of Obligations remain reserved.

Step parents, adoptive parents and foster parents shall enjoy the same treatment mas birth parents. Adopted children, step children and foster children shall enjoy the same treatment as own children.

V. Salaries and allowances

23. Payment of salaries

The salary will be agreed on an annual basis, payable in 13 parts.

Salaries are paid monthly, at the end of each month. The 13th monthly salary is paid in two halves, one at the end of June, the other no later than the end of December.

Employees who have not worked the full calendar year will receive the 13th month's salary on a pro-rata basis.

The yearly salary can also be paid in twelve equal instalments each at the end of a month.

24. Salary system

Depending on its size, the bank may operate a salary system which provides the framework for function-based market salaries and is the basis for the salary of employees subject to this agreement.

The employee associations will be consulted in the internal studies for equality of remuneration.

25. Performance appraisals and salary increases

The performance appraisal is used to review the employee's performance of their contractual duties, taking into account their personality.

Employee performance appraisals are conducted annually. The bank notifies employees of the individual assessment criteria. Employees have the right to a personal review of their performance appraisal and are entitled to submit a written statement about it. They may inspect their performance appraisal on request and are entitled to have a copy should they desire.

Salary increases are determined on the basis of regular performance appraisals.

26. Minimum salary

The minimum salary shall be CHF 56,000, or CHF 60,000 for employees with a federal certificate of competence (EFZ) or a comparable level of education.

The social partners negotiate adjustment of the minimum salary, taking into account salary developments, and an adjustment to the family allowance.

27. Family allowance

The bank pays employees a family allowance, the amount of which is determined by the social partners. Family allowance may be claimed by employees who are in receipt of child allowance or education allowance under cantonal law. Family allowance is paid only as long as child allowance is drawn.

Should an employee receive only a reduced child allowance, the family allowance is reduced accordingly.

Part-time employees receive family allowance in proportion to their percentage contractual hours.

28. [Repealed]

VI. Continued payment of salary in the event of inability to work

29. Benefits in the event of inability to work

Should an employee be unable to work through no fault of their own as a result of illness, accident, pregnancy, compliance with legal obligations or exercise of a public function, they are entitled to continued payment of their full salary, provided that they have been in employment for longer than three months:

- during the first year of service: 1 month
- during the 2nd – 4th years of service: 3 months
- during the 5th – 10th years of service: 6 months
- during the 11th – 14th years of service: 8 months
- from the 15th year of service: 12 months

The employer shall provide an arrangement, in addition to payment of full salary pursuant to paragraph 1, that ensures benefits of 80% of gross salary for 720 days or a similar solution in the event of inability to work as a result of sickness through no fault of the employee

The employer must also ensure that benefits under paragraph 2 shall be provided even when the employer has issued notice of termination, where social and/or private insurance is not obliged to provide benefits. Benefits may be curtailed or stopped if the employee unreasonably refuses to cooperate or provide information to allow the case of sickness to be processed.

The bank is not liable to make payment if there is a claim for loss of earnings against a third party, which is not based on premium payments on the part of the employee.

Paid absences are always calculated on the basis of the cumulative total in 12 consecutive months.

30. Military, civil defence and civilian service

Should the employee do compulsory Swiss military or civil defence service, Swiss civilian service or Red Cross service, the bank continues to pay their full salary as follows:

a) For compulsory courses, not exceeding four weeks in any given year: 100% of the salary.
b) For all other service (including service as a single-term conscript), those employees in receipt of child or family allowance are paid 90% of their salary, while all other employees are paid 80%.

Payment of salary beyond the first four weeks of service can be made dependent on an undertaking by the employee not to give notice of termination within an appropriate period after release from the service.

Employees are obliged to inform the bank as soon as they know the date on which they will be undertaking the service. At the request of the bank, they are required to take all necessary steps to have the period of service rescheduled in the event of important operational needs.

30a. Birth and adoption

In the event of maternity, the following entitlement to paid leave shall apply:
– 16 weeks
– after three years' service: 18 weeks

If the newborn is hospitalised for at least two weeks following the birth, the maternity leave referred to in para. 1 shall be extended by up to 56 days on full pay, provided that the statutory eligibility requirements under the loss of earning compensation scheme are met.

If the mother dies on the day of childbirth or during the maternity leave referred to in sect. 1, the other parent shall be entitled to the leave referred to in clause 1 on full pay, provided that the statutory eligibility requirements are met. The leave shall be taken on consecutive days, commencing on the day following the mother's death.

The other parent is entitled to 2 weeks' leave on full pay, which must be taken within 6 months of their child's birth. Alternatively, 3 weeks' leave may be taken with 5 working days on full pay and the remaining days paid at a rate determined by the Swiss Compensation for Loss of Earnings Act.

If the other parent dies during 6 months following the child's birth, the mother shall be entitled to an additional 2 weeks' leave on full pay, provided that the statutory eligibility requirements are met. The leave may be taken by the week or by the day within 6 months from the day following the other parent's death.

Both adoptive parents in the process of adopting a child are entitled to 4 weeks' leave on full pay.

Banks are advised to provide more comprehensive services for both parents in the event of the birth or adoption of a child, where operationally possible, such as extending paid leave, granting unpaid leave or temporarily reducing their workload.

VII. Pension and insurance provisions

31. Posthumous payment of salary

Should an employee die, the bank will pay their salary to their survivors for the current month. The deceased's survivors are additionally entitled to a further three months' salary (or six months' salary if the employee worked for the bank for more than three years).

Survivors are deemed to be the persons specified in Art. 338 of the Swiss Law of Obligations.

C. Employee participation

I. General terms and conditions

The following guidelines apply to the furtherance of employee participation:

32. Objectives of employee participation

Employee participation has the following main objectives:

- to further the personal and professional development of all employees and increase their job satisfaction
- to encourage shared responsibility and active participation in the organisation
- to foster interest in the work and in the bank's performance
- to encourage positive cooperation and partnership between the bank and its employees
- to promote a good working atmosphere.

33. Area of applicability, scope of authorisation, authorised persons

Employee participation essentially covers matters of a general nature in the welfare and work-related areas that directly affect bank employees and are of direct relevance to the employer-employee relationship.

Participation rights take the following forms: the right to information, the right to express an opinion and the right to take an active part in decision-making. The actual scope of the entitlement is to be determined by the individual banks.

34. Classification of employee participation rights

Employee participation rights may be classified according to three different criteria:

Employee participation rights according to the operational sphere:

- social sphere
- operational sphere
- commercial sphere

Employee participation rights according to those authorised:

- direct involvement by all employees
- involvement by employee representatives (staff councils, relevant special councils)

Employee participation rights according to the scope of authorisation:

- the right to information
  the right of employees to timely, appropriate and adequate information about important facts, occurrences and plans.
- the right to express an opinion
  the right to participate which does not confer any decision-making authority on the employee but allows them to exercise an influence of varying degree (right to express an opinion, right to initiate action, right to consultation, right of appeal, right to confer).

– the right to codetermination
the right to codetermination which includes decision-making authority on the part of the employees and allows them to exercise an active influence of varying degree (minority, parity, majority codetermination right).

II. Participation by individual employees

35. Information entitlement and opportunities for employees to express their opinion

The banks are to inform employees promptly and fully about decisions affecting them, setting out the principal reasons for such decisions. In addition, employees are to be kept regularly informed on the general course of business.

The information provided should cover the following areas in particular:
- retirement provisions, pension fund
- health care
- sport and leisure facilities
- canteen facilities
- in-house magazine
- internal regulations
- the organisation of the employee's own working area

Employees have the opportunity to express an opinion in personal matters, for example: timing of holidays, the organisation of personal working areas, training and individual performance appraisals.

They may put forward suggestions using the staff suggestions scheme.

36. Behaviour during the introduction of new technology

Employees are to be fully involved at an early stage when new, computer-based working procedures (new technology) are to be introduced.

III. Participation of employee representatives (staff council)

37. Establishment and organisation of employee representation bodies

Within banks – at head offices and branches – employee representation bodies are to be established wherever there are sufficient employees to justify this. Such bodies are to be set up, regardless of the numbers involved, whenever requested by a majority of employees. Banks with over 100 employees in particular are advised to appoint employee representation bodies.

These representation bodies look after the interests of the employees vis-a-vis the bank, unless this task is reserved for other committees.

The employee representation bodies may consist of one or more staff councils or – where the appointment of a committee is not considered appropriate in the light of the small number of employees – a single person.

Voting rights – both active and passive – may only be exercised by employees of the bank.

The provisions of the Swiss Federal Act on Employee Representation of 17 December 1993 govern the establishment of employee representation bodies.

The bank, in consultation with the employee representation body, specifies the detail of the appointment, duties, work, limits of authority and organisation of the employee representation body.

38. Status of the members of employee representation bodies

The members of employee representation bodies may not be subjected to any discrimination in connection with the proper exercise of their duties. The bank shall grant members of the employee representation body adequate freedom (time, objectives etc.) for the accomplishment of their tasks, specifically during consultations on measures pursuant to sect. 46 and negotiations on a social plan pursuant to sect. 48, as well as for the exercise of their specific right to participate under Art. 10 of the Swiss Workers' Participation Act.

The employee representation bodies will receive administrative support from the banks when they are established and during their ongoing activities.

39. Obligation of confidentiality on the part of members of the employee representation bodies

The obligations of members of employee representation bodies in respect of confidentiality are set out in Art. 14 of the Swiss Federal Act on Employee Representation. These obligations are to be observed both within and outside the bank. The banks and the employee representation bodies shall consult one another regarding any communications arising from the discussions, including to associations.

The employee representation bodies are entitled to consult specialists or the external social partners for advice. The information provided by these persons may only be passed on within the scope of the communications discussed with the bank management however.

40. Rights to information on the part of the employee representation bodies

The right to information on the part of the employee representation bodies relates to the following areas:

- issues which are to be decided on in conjunction with the Executive Board;
- general course of business;
- other important matters with far-reaching implications, such as the introduction of new technologies that directly affect bank employees and which relate directly to the employer-employee relationship;
- implementation of the salary increases negotiated by the employee representation body;
- principles governing any measures to monitor and conduct checks on employees.

41. Rights to express an opinion on the part of the employee representation bodies

The rights to express an opinion on the part of the employee representation bodies are determined by mutual agreement within the bank. In the context of these guidelines, general questions relating to the following topics are eligible for consideration:

- introduction of new technologies;
- health and safety;
- Illness and accident prevention as well as security measures in respect of bank robberies;
- social services, welfare institutions (insofar as participation is not already regulated by the law, by the articles of association or by other regulations, etc.);
- holiday and leave arrangements;
- arrangement of working hours;
- canteen facilities, sanitary facilities, cloakrooms, recreation areas;
- systems for evaluating individual working areas;
- systems for assessing job performance;
- building alterations and the design of premises and fittings;
- organisation of working areas;
- staff suggestions scheme;
- professional training issues;
- sports and cultural matters;
- measures to be taken in the case of large-scale redundancies;
- the home working environment.

42. Right to codetermination on the part of the employee representation bodies

The employee representation body is empowered to conduct salary negotiations with the bank.

Of those areas covered by the right to express an opinion, individual banks may, by mutual agreement, designate certain areas in which employee representation bodies are granted a right to codetermination. Particular tasks and responsibilities may be wholly delegated to employee representation bodies.

IV. Participation of the social partners

43. Salary systems

The banks may involve the social partners in the introduction of function-based salary systems.

In justified cases, the banks will provide the social partners with an insight into the compensation procedures as they affect functions or salary systems.

44. Negotiations with associations

If the employee representation body and management fail to reach agreement in the salary negotiations, the employee representation body may call in the Swiss Bank Employees' Association as well as the Swiss Association of Commercial Employees and the bank may call in the Employers Association of Banks in Switzerland.

45. Conciliation board

Should it prove impossible to reach agreement through the procedure described in sect. 44, the employee representation bodies or the social partners on the employee side may refer the case to a joint conciliation board.

The conciliation board consists of four members appointed for a term of four years and a chairperson. They are not permitted to play any role in association negotiations.

The Swiss Bank Employees' Association and the Swiss Association of Commercial Employees together appoint two members and one deputy, as does the Employers Association of Banks in Switzerland. The members of the conciliation board also elect the chairperson and deputy chairperson.

The conciliation board submits a mediation proposal. The provisions relating to the conciliation proceedings of the Swiss Federal law governing the Federal Conciliation Office (sect. 3 and 4) apply mutatis mutandis.

D. Procedures in cases of bank closures and layoffs of bank employees

46. Purpose

This section deals with collective redundancies and redundancy plans as a result of the full or partial closure of a bank, or due to far-reaching corporate restructuring. Such layoffs are equivalent to notices of termination that employees are forced to submit for reasons of distance in cases of business relocation.

47. Information

The employees concerned, the employee representation body and the social partners are to be informed of such measures at an early stage.

The information should be as comprehensive as possible. This applies especially to the reasons that led to the decision, the planned measures, their organization, and the time frame for the process.

48. Social plan

The banks are required to discuss the results of such measures with the employees and the social partners.

Substantial in-house negotiations on the social plan must be conducted with the employee representation body. In cases where no such body exists, the social partners must be consulted. The same applies if the employees themselves wish to involve the social partner with immediate effect. Every effort should be made to conclude a social plan.

In the event of major operational changes which will result in the loss of jobs, in particular in the case of mergers, management undertakes to enter into talks with the social partners with a view to preserving jobs on a transitional basis and minimising social and economic hardship.

49. Measures

In implementing the measures, the following points must be particularly observed:

Legal and contractual requirements and obligations such as:
- notice periods
- obligation to pay salary including supplementary benefits
- staff pension fund
- severance pay, as long as it is not replaced by vested benefits

The following must be checked as measures to reduce the impact of job cuts:
- temporary reduction in working hours, with resultant salary reduction aimed at maintaining jobs
- avoidance of regular and recurring overtime
- promotion of part-time work
- short-time working

Further measures to be investigated with the aim of avoiding or alleviating human or economic hardship are:
- the offer of other jobs in the bank
- bank-internal retraining
- assistance from the bank in job searching
- extension, or if requested by the employees, reduction of notice periods
- facilitation of moving
- early payment of anniversary bonuses within the 12-month period after employment ceases
- concessions given on existing loans
- waiver of competition clauses
- early retirement with supplementary benefits
- increased vested benefits from the occupational staff pension fund up to full policy reserve
- additional benefits in individual cases of hardship
- special circumstances bonuses for employees who are obliged to continue the employment relationship beyond the length of the notice period

E. Relationships between the social partners

50. Joint committee

The social partners form a joint committee to be chaired alternately.

The purpose of the joint committee is to track developments in the banking sector labour market, to discuss general questions relating to the terms and conditions of employment of bank employees and to carry out preparatory work in connection with the negotiations.

Every two years, in consultation, the joint committee will clarify the situation in relation to salary systems and salary developments as they affect the bank employees subject to the agreement on conditions of employment for bank employees. In exceptional circumstances and in response to a reasoned request from one of the social partners involved, an investigation into salary transparency can also be conducted in an intermediate year.

The joint committee has a standing committee on employability and on older employees which monitors the situation in the banking sector and suggests the required measures where necessary.

51. Court of arbitration

In the event of any difference in the interpretation of this Agreement, the parties may submit the case to arbitration. Unless specified otherwise below by the parties, the provisions of the Civil Procedure Code (ZPO, Articles 353 ff.) shall apply. The arbitral tribunal may propose a settlement before making its ruling.

The arbitral tribunal shall consist of a chair and two members. Each party must nominate a member within 30 days. These members shall nominate a chair within ten days. Where no agreement on a chair can be reached, this position shall be taken by the President of the Commercial Court of the Canton of Zurich or a person nominated by them.

The arbitral tribunal shall sit in Zurich. Proceedings shall be conducted as rapidly as possible.

Decisions of the arbitral tribunal shall be final.

F. Final provisions

52. Coming into force and duration

This agreement enters into force on 1 January 2027.

It may be terminated for the first time on 31 December 2030, subject to a notice period of six months. Negotiations as regards minimum salary or on any pressing issues that arise as a result of regulatory provisions or major changes in the industry may take place annually.

Employers Association of Banks in Switzerland (Employers in Banking)

Swiss Bank Employees Association (SBPV)

Swiss Association of Commercial Employees

Appendix 1: Agreement on the recording of working time (VAZ)

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