

# EUROPEAN CHARTER ON TELEWORKING IN THE BNP PARIBAS GROUP

## PREAMBLE

The first European charter on teleworking in the BNP Paribas Group was signed on 19 November 2021. Its signatories wanted to renew it for a period of three years. However, the context has changed since the first signing and has been taken into account in the provisions written into this charter.

Its signatories thus want to remind of:

- the progressive construction since 2021 of the provisions with a transnational nature on teleworking in the BNP Paribas Group.

The first agreement on the fundamental rights and the global social floor signed on 4 November 2018 did not include provisions on teleworking. It is the European charter on teleworking from 19 November 2021 that, for the first time, defined common rules and commitments that apply in several countries. Prior to this charter, the BNP Paribas Group in Europe has begun to develop new ways of working by deploying teleworking in some entities and businesses but it is the common context after the health crisis that the representatives of the company's Management and European Work's Council wanted the development of teleworking to be carried out in a framework negotiated at the Group level. Indeed, it met the common stakes of attractiveness, retention, expectations of new ways of working and contribution to the work-life balance.

Negotiations were conducted and resulted in a formalised text, decided jointly, in a European charter on teleworking signed on 19 November 2021 considering the work environments and ways of working that significantly evolved. Its signatories wanted full and complete provisions on a transnational level; they committed the countries and businesses to complying with common commitments and rules.

The second agreement on the Fundamental rights and the global social floor signed on 4 November 2024 largely replicated the provisions of this European charter and incorporated the work done in 2023 at this level of social dialogue in order to make it evolved. The Group's global agreement thus now includes a complete chapter devoted to "teleworking in hybrid mode".

The parties recognise that there is no need, with the renewing of the European charter, to include provisions and work that have been integrated into the 4 November 2024 agreement which applies in all countries in which the Group operates including those within the scope of the European Works Council.

However, the parties have expressed their desire to show the commitments that were made specifically at the European level, which will be added onto the scope of the charter to those that were made at the Group level in the 4 November 2024 agreement.

They also expressed the desire to retain specific monitoring on teleworking within the scope of the European Works Council using defined indicators and a follow-up through the meeting of a monitoring commission.

- participation and contribution of the stakeholders in European social dialogue in the progressive construction of these provisions of a transnational nature, at the European level but also at the global level. The negotiation of the Group's second global agreement conducted over the course of six meetings, between the representatives of the Management of BNP Paribas and of UNI Global Union involved the representatives of the European Federation for Managers and Executives in the Banking sector (FECEC)), of the European Works Council, and of the two representative union organisations at the BNP Paribas Group level in France.

The following has therefore been agreed:

## **ARTICLE 1: SHARED DEFINITIONS, JOINT PRINCIPLES, RIGHTS AND OBLIGATIONS**

In order to have a joint approach to teleworking, it is agreed that it is important to have shared definitions.

Teleworking is defined as a form of organisation and/or performing work that primarily uses information technologies, in the framework of a contract or an employment relationship in which work, which could also have been performed in the premises of the employer, is carried out outside of these premises on a regular basis.

This does not concern the remote working that is set up in exceptional circumstances, in particular during a pandemic, major climatic events, etc. In such circumstances, remote working can be considered by the entity as an arrangement in the work station made necessary to allow for the continuity of activity and to guarantee protection of employees who have the hardware and functional possibility to telework.

This does not concern specific individual teleworking situations linked to job arrangements (due to disabilities in particular) whether temporary or not, as well as nomadism which concerns employees whose profession/job by nature entails working outside their site of attachment on a regular basis.

Within the BNP PARIBAS Group, teleworking is first of all deployed as a hybrid working mode, i.e. with a professional activity that is carried out in part through teleworking and in part on site on the premises of the entity and this, so as in particular to maintain the social link, preserve collective labour and effectiveness.

It is also deployed as a part of the global "Smart Working" programme and its 4 dimensions: the ways we work and teleworking in particular, work spaces, digital tools and their use and people care with the support of managers, teams and employees.

With this approach, implementing teleworking is supervised within joint principles and the practice of it is to be monitored over time.

These principles defined in the 2018 European charter were included and supplemented in agreement on the fundamental rights and the global social floor signed on 4 November 2024; subject to local regulations, they apply fully in the countries within the scope of the European Works Council. The same applies to the rights and obligations of employees who telework.

## **ARTICLE 2: PERMANENT REVERSIBILITY/TEMPORARY SUSPENSION**

Teleworking can be reversed at the initiative of the employee or manager, according in particular to personal reasons (for example, a change in place of residence that no longer provides an environment suitable for teleworking...), professional reasons (in particular for security reasons) or changes

(especially of an organisational or operational nature) that requires the presence or increased presence of the employee on site. Exercising reversibility by the manager or the employee gives rise to an exchange; it involves, except in situations where this would not be possible, compliance with a period of advance notice. If it is at the initiative of the manager, it must be based on objective, not discriminatory, reasons.

Teleworking can be temporarily suspended partially or entirely at the initiative of the manager or employee. The party requesting this suspension informs the other and states the duration (up to 6 months) and the reason, which can in particular be linked to a temporary professional imperative, difficulty encountered by the employee in remotely exercising their professional activity autonomously, a situation of being isolated from collective labour or the company or a place of teleworking (defined hereinafter) that is temporarily unsuitable. At the end of this suspension period, an exchange takes place between the manager and the employee on the organisation of the activity. If the reason for the temporary suspension persists, reversibility of the teleworking may be decided after another exchange between the manager and the employee.

## **ARTICLE 3: MINIMUM PRESENCE ON SITE AND MAXIMUM TELEWORKING TIME**

To preserve the social link, effectiveness and sense of collectiveness, the parties reassert the importance of maintaining a balance between teleworking and working on site. They agree to maintain a rate of work time exerted as teleworking at an individual maximum of 50% and regular presence on the site, in principle in the form of a minimum of one day per week. For part-time or reduced-time employees in the form of half-day(s) or release day(s), the number of teleworked days is adapted according to their work time.

There may be a derogation to this maximum rate of 50% for a few specific working environments and/or activities where, in particular, the rates of teleworking in other companies in the same sector would be much higher than this 50% rate combined with high tension on recruiting. These exceptional derogations can also be the result of prior teleworking practices within an entity, specific local regulations on teleworking or exceptional temporary reasons (in particular in the framework of major work in the premises or real estate project).

Exceptional derogations are rolled up to GHR and are monitored over time; unless specific local regulations specify otherwise, they must not flow into the long term. The conditions for complying with the 50% rate are therefore to be examined. Reinforced attention is to be given in providing support to the teams involved especially for the purpose of maintaining team cohesion and momentum and limiting risks, especially risks of isolation.

## **Article 4: TELEWORKING PLACE OF EXERCISE**

Teleworking is done in principle at the main residence of the employee such as declared to the company or, after having informed one's manager, in another private location, which is temporary or sustainable in the country, which has to meet the conditions hereinafter:

- the location is compatible with access within a half-day on the work site for the needs of the activity or in case of a malfunction of the equipment that does not make it possible to telework,

- be suitable for working remotely -in particular in terms of security, ergonomics and tranquillity-, be provided with a high-speed secure internet connection and allow for the use of the hardware provided by the company in compliance with the rules of safety, including in terms of electrical installations.

It is specified that teleworking -in the main place of residence or in another private location- does not give rise to an indemnity or coverage for additional costs in terms of transport and travel in general.

Teleworking cannot take place in an external third-party location (coworking space in particular) due to the security concerns for the data processed or operations carried out.

Employees who exercise their professional activity in one Member State and reside in another Member State, to which they return in principle every day or at least once a week, are considered to be cross-border workers according to European law.

These cross-border employees are not in principle excluded from the teleworking systems in place in their entity; teleworking must however comply with the regulations that apply, especially social and tax regulations, and with the specific agreements between the States that are involved.

As for teleworking from abroad, following the study initiated by the Group in 2022 and the analysis conducted in particular on the risks of cybersecurity, health coverage, insurance, compliance with applicable regulations, a watch will be maintained so as to determine if the Group's position can change.

## Article 5: POSSIBLE RYTHMS FOR TELEWORKING

Striving to allow for teleworking in the Group and to take account of the diversity in its activities, organisations and regulations that apply, it is important to address several possibilities in terms of rhythms for teleworking.

Indeed, in light of the diversity of the business and organisations in the Group and the experience that we have acquired on teleworking, we want to list teleworking as a habitual and sustainable way of working and to open up its particulars to make it possible to set up organisation for teleworking that is best suited to the types of activities carried out and to employee expectations.

Using what we have learned from the first stocktaking of the European charter created in 2023, it also incorporates the need to clarify the possible rhythms better in order to facilitate the elements communicated by the Group's various entities in light of the Monitoring Commission.

Therefore, it is agreed that habitual teleworking, i.e. falling under a habitual and sustainable way of organising work, is organised over a defined period of reference (a week, half-year, etc.), in the various possible forms:

- fixed teleworking days, per week, two weeks, or month (regular rhythm),
- a flexible or floating volume of days (flexible rhythm),
- fixed teleworking days and a volume of flexible or floating days (mixed rhythm).

Transferring days that were not teleworked beyond the retained reference period is not possible.

Teleworking can also be occasional, i.e. not habitual and specific, organised in principle in the form of a contingent of teleworking days over a defined period. This is suitable for employees in activities that can be carried out via teleworking but who do not want or who cannot telework in a habitual way or whose tasks/assignments are not really compatible with teleworking.

Occasional teleworking is done at the request of the employee with prior authorisation from their manager. It is subject to the same requirements concerning the equipment and location of exercise as those linked to habitual teleworking.

## **ARTICLE 6: EQUIPMENT AND INDEMNIFICATION WITH TELEWORKING**

The entity provides the employee with equipment that allows them to carry out their activity via teleworking. This equipment, for which the company retains full ownership, is comprised of a Corporate laptop computer equipped with remote access, a telephone solution (softphone, mobile telephone, etc.) according to need, and a headset where applicable.

If not already provided for during the deployment of teleworking, an additional allocation in the form of one or more pieces of equipment, from among a screen, keyboard, mouse, carrying bag, will be examined for employees who telework on a habitual basis and starting from an average of 2 days per week. If an additional allocation is decided, it can be implemented via a progressive timetable with regards in particular to budget constraints and hardware procurement.

A contribution for costs linked to teleworking and/or meals will be examined according to the laws that apply and the local context.

The particulars for the contribution can have the following form for employees who telework:

- Payment of indemnities,
- Allocation of meal vouchers (or other form of the entity contributing to meal costs),
- Access to internet service provider preferred rates,
- Access to offers negotiated by the entity in the framework of external partnerships.

For habitual teleworking, an accompaniment is to be provided in the form of at least one of the four modalities specified hereinabove.

## **ARTICLE 7: TAKING THE PRACTICE OF TELEWORKING INTO ACCOUNT OVER TIME**

Hybrid working (on site and teleworking) meets the expectations of new ways of working and contribution to the work-life balance. However, its practice over time gives rise to HR challenges, has risks that require attention to compliance with the defined rules and the setting up of specific prevention actions.

Measures designed to prevent risks and take these HR challenges into account had been defined in the 2018 European charter were included and supplemented in agreement on the fundamental rights and the global social floor signed on 4 November 2024; subject to local regulations, they also concern the countries within the scope of the Group's European Works Council.

## **ARTICLE 8: SOCIAL DIALOGUE AND JOINT MONITORING**

In the framework of this charter, the entities concerned are asked to associate, as an extension to the social dialogue practices in place, union representatives or representatives of the personnel in the

follow-up of hybrid teleworking over time and any changes that would be made to the rules or organisation of hybrid teleworking.

Moreover, the application of this charter will be monitored, every year at the Monitoring Commission comprised of representatives of European federations and of representatives of the Human Resources Department as well as six members of the Bureau of the European Works Council. It meets at the initiative of the Management to examine changes in the indicators that are included hereinafter, reported by country within the scope of the European Works Council:

- Number of habitual teleworking employees with the distribution between men and women and the annual average of teleworking days,
- Actions to support hybrid teleworking (managerial support, training, actions on using tools and their features, etc.)
- Type of contribution for habitual teleworking costs,
- Equipment made available for habitual teleworking.

For the reporting concerning this charter, it is agreed that habitual teleworking includes teleworking starting at a weekly average of 20% of teleworking time (equivalent to one day of teleworking a week as a weekly average). Below this time as teleworking, teleworking is occasional.

This charter is set up until the term<sup>1</sup> of the aforementioned agreement of 4 November 2024 that it supplements. A meeting will be organised 3 months before this term to discuss the particulars for renewing it or extending it where applicable to take account of the agenda that will be defined for the aforementioned agreement of 4 November 2024.

Its application scope concerns all the countries falling under the scope of the European Works Council<sup>2</sup>.

It is agreed that the text of this charter written in French is authoritative; it shall prevail in the event of an issue with interpretation or a dispute.

This charter may be supplemented by the entities falling within the scope of the European Works Council, in particular so as to respond to the specifics of the company in question, taking account of the practices and procedures that are already in place, the local contexts or the laws that are specific to the various countries through more developed provisions, and with the desire to not move away from the provisions inserted in this charter to a less favourable degree.

Done in Paris on July, 1<sup>st</sup> 2025

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<sup>1</sup> December first 2028

<sup>2</sup> such as defined in the 10 July 1996 agreement modified via amendments (in particular, amendment no. 5 concerning the particulars for treating the exiting of a State within the scope of the BNP Paribas European Works Council from the European Economic Area) on the BNP Paribas European Works Council