

## **APPENDIX 3:**

### **EQUALITY PROTOCOL FOR COHABITING PARTNERS OR CIVIL UNIONS**

#### **ONE: Definition of cohabiting partner for the purposes of the Bank:**

For the purpose of this Protocol, a cohabiting partnership or civil union will be deemed to be the union between two adults which, regardless of their gender and without preventing them from marrying each other, opt to live together and main a loving relationship similar to marriage, with such circumstance having been notified to the Bank by the employee (being sufficient that either member does so if both partners form part of CaixaBank's workforce.)

#### **TWO: Notification of the arrangement and extinguishment of the civil partnership.**

1. The notification of this personal circumstance is in no case obligatory for employees, but it will be a necessary requirement to recognise their entitlement to the benefits and rights acknowledged in this Protocol.
2. When communicating such event, the notifying employee must:
  - a. Accredite the existence of a civil partnership via certification issued by the competent public register relating to its entry (when it is so envisaged in the autonomous community regulations and such register exists) or, by default, through an uncertified copy of a public deed arranging the civil partnership, granted before a notary.

In the case of conflicts of interest with third parties, the corresponding right will be recognised in conformity with the resolution which is ultimately handed down by the administrative authority or competent judicial officer in line with the prevailing legal code.

- b. Indicate whether the other member of the couple is a CaixaBank employee.
3. The employee will be entitled to enjoy the rights and benefits envisaged for cohabiting partnerships in this Protocol, based on the date on which such civil partnership is notified, regardless of the date on which such partnership is effectively formed (register entry or deed of arrangement).
4. When the cohabiting partnership to which they belong is extinguished, they must notify the Bank for the appropriate purposes (if both members of the couple are employees, they must both provide notification). If the extinguishment takes place through marriage (of the couple or between the

employee and a third party), the employee must also notify this change to their marital status to the Bank for the appropriate purposes.

5. The employees cannot inform the Bank of a new cohabiting partner for employment purposes until at least six (6) months have elapsed from the notification of the extinguishment of the previous partnership.

### **THREE. Relationship of kinship between the cohabiting partners**

For the exclusive purposes of the rights and permits acknowledged in this Protocol for the CaixaBank workforce, it will be considered that the inclusion in a cohabiting partnership or civil union, duly formed and notified to the Bank, will involve the establishment of a kinship relationship due to affinity between the two members of the couple and, correlatively, between their ascendants and descendants.

### **FOUR. Paid leave**

1. The arrangement of a cohabiting partnership, through its register entry, when envisaged by the autonomous community regulations in question, or in their absence, through the execution of a cohabiting partnership public deed of arrangement, will lead to entitlement to remunerated leave of twenty (20) calendar days, provided that notification is granted to the Bank within three (3) months of the arrangement of the partnership and such leave has not been taken through a previous marriage or cohabiting partner. Leave must commence within one month of notification to the Bank. Such leave can only be taken once by the employee, both in the case of marriage and in the case of the arrangement of a cohabiting partnership.

This same person, employee of CaixaBank, when it arranges a new cohabiting partnership or a cohabiting partnership subsequent to a previous marriage, in accordance with the procedures and deadlines envisaged in this Protocol, will be entitled in such case to new remunerated leave of 15 calendar days.

In all cases, employees will only be re-entitled to such remunerated leave when at least one (1) year has elapsed since it was last granted.

2. Aside from the leave indicated in point 1 above, the employee will be entitled to the corresponding paid leave in the same terms and conditions with respect to their cohabiting partner as married staff, pursuant to the Workers' Statute, the Collective Savings Bank and Financial Institutions Bargaining Agreement and in CaixaBank's employment regulations.

## **FIVE. Unpaid leave**

Unpaid leave can be requested in the same terms and conditions with respect to their cohabiting partner as married staff, pursuant to the Workers' Statute, the Collective Savings Bank and Financial Institutions Bargaining Agreement, the Equality and Work-Life Protocol and CaixaBank's regulations.

## **SIX. Reduction of working day and extended leave of absence**

They will be entitled to reduce their working day or request an extended leave of absence in the same terms and conditions with respect to their cohabiting partner as married staff, pursuant to the Workers' Statute, the Collective Savings Bank and Financial Institutions Bargaining Agreement, the Equality and Work-Life Protocol and CaixaBank's regulations.

## **SEVEN. Advances**

An advance may be requested in the amounts and terms envisaged in the Collective Savings Bank and Financial Institutions Bargaining Agreement and in CaixaBank's employment regulations in the following cases:

1. To meet the expenses arising from their registration or arrangement as a cohabiting partnership.
2. To pay surgical and medical expenses of the cohabiting partnership.
3. In the event of critical family circumstances of the cohabiting partnership.

## **EIGHT. Other welfare benefits**

Cohabiting partnerships will also be entitled to the following welfare benefits:

1. The employee can include their cohabiting partner in the healthcare policy arranged by the Bank for its workforce, in the same terms and conditions as employees' spouses.
2. In the event the cohabiting partner is seconded, if both partners are employees of the Bank, they will both be seconded at the same time if vacancies exist in the place of destination. Otherwise, the other may request an extended leave of absence to continue to live with their partner, as a result of the obligatory transfer of the cohabiting partner in the event of the impossibility of seconding the other partner.

3. Priority transfer (and symmetrically, avoidance of distancing) for employees that take care of their dependent cohabiting partner, for family regrouping needs or in the event of having a sick cohabiting partner.
4. In the event of the death of an employee holding a mortgage loan, if the co-holder is the cohabiting partner, the favourable conditions of the loan will be maintained until it ends, and an insurance policy must be taken out if none exists to repay the outstanding capital amount.
5. Payment of expenses, when justified, if the cohabiting partner dies, up to a maximum of 1.15 salary payments.

### **NINE. Monitoring and modification of this Protocol**

The Equality and Work-Life Balance Committee will monitor the application of this Protocol, and its proposed modifications, which may arise from legislative, conventional and case law changes regarding cohabiting partners.

### **TEN. Attachment date and entry into force**

This agreement will enter into force on the first day of the month following the signing of the Employment Agreement regarding its content.