

Agreement on terms of employment for companies within The Federation of Swedish Innovation Companies

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Innovationsföretagen **UNTONEN**

• almega

 Sveriges Ingenjörer

Sveriges Arkitekter
Swedish Association
of Architects

Agreement on terms of employment for companies within The Federation of Swedish Innovation Companies

between

The Federation of Swedish Innovation Companies and Unionen/ The Swedish Association of Graduate Engineers / The Swedish Association of Architects

The original Swedish wording of the conditions in the agreement shall prevail in case of dispute.

In addition to Sections 1-10 of this agreement, the parties have adopted the following agreements:

- The Industrial Supplementary Pensions Scheme – the ITP Agreement
- The Agreement on Collective Group Life Insurance (TGL)
- Working Hours Agreement
- The Agreement on Readjustment Contracts and Supplementary Services
- Agreement on Security Insurance
- Development Agreement
- Agreement on Proposal Activities
- Agreement on the Right to Employee Inventions
- Agreement on Competition Clauses

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1 Scope

The agreement applies to all employees in companies associated with The Federation of Swedish Innovation Companies, with the exceptions noted below.

Any dispute arising out of or in connection with collective bargaining agreements made between the parties shall be settled under Swedish law and in a Swedish court of law.

1.1 Top managers

This agreement does not apply to top managers or persons in a top management position.

1.2 Travel or service abroad

In case of travel or service abroad, the terms shall be regulated by special agreement or regulations. In the absence of agreement or regulations, the provisions of this agreement shall apply to the extent applicable.

With respect to social security in case of service abroad, a special agreement is in force.

2 General

2.1 Definitions

The following definitions are used throughout this agreement.

- **Monthly salary** = fixed monthly salary in cash + any fixed supplements
- **Variable salary** = compensation depending on the personal work efforts of the employee
- **Weekly working hours** = number of working hours on an average per regular work week

Daily salary	Hourly salary
$\frac{\text{monthly salary} \times 12}{365}$	$\frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$

Note! In case of shorter weekly working hours than 40 hours, the hourly salary shall be recalculated to a corresponding extent.

Note:

The employee's average weekly working hours refers to the weekly working hours for a normal week without a holiday. For employees with intermittent or irregular service, an average is calculated over a representative period.

2.2 Obligations of the employee and the employer

The employer and the employee shall show each other respect, loyalty and trust. The employee shall observe discretion as to the company's affairs. An employee shall not perform work on his own behalf or on behalf of others that competes with the employer. Furthermore, the employee shall not undertake any assignments or conduct any activities that may adversely influence his ordinary work. Before undertaking an assignment or spare time occupation of a more comprehensive nature, the employee shall first consult with the employer.

Employees have the right to accept state, municipal and union fiduciary assignments.

3 Forms of employment

3 Employment

The forms of employment stated below are an exhaustive regulation of the forms of employment that are available in the agreement area. In terms of the preferential right to re-employment, the Employment Protection Act is applicable if nothing else is stated.

3.1 Employment until further notice

Employment is valid until further notice if the employer and the employee have not agreed that the employment is to be fixed-term or for a probationary period.

3.2 Fixed-term employment

The employer and the salaried employee may agree on a fixed-term employment:

- In the case of a **substitute** to replace a salaried employee during leave, or absence, or in order to maintain a vacant position.
- For an **agreed fixed term**.

An agreement for an agreed fixed term shall consist of a minimum period of employment of seven days if the employer and the salaried employee have not agreed on a shorter period of employment.

Note 1

If the union organization considers that the possibility to employ for a fixed term for a period shorter than seven days through individual agreement is being misused the organization can, after local and central negotiations on the matter, recall the possibility for the employer to continue making such individual agreements. The possibility to recall does not apply when a local agreement is reached. Misuse refers to the employer repeatedly employing for short periods even though the needs of the business could have been met with longer fixed-term employment or employment until further notice. In the case of suspicion of misuse, the union organization has the right to view all employment contracts in which individual agreements have been made regarding employment periods shorter than seven days, applying to the past six-month period.

Local parties may also reach agreement on shorter periods of employment

Note 2

The intention with a local agreement is for employer and employee parties together to review in what kind of typical situations the need for this kind of fixed-term employment, periodically or regularly,

occur in the business and agree in advance about exceptions regarding these situations or, in individual situations, to strike a local agreement.

Students who are registered at a university or college may always be employed for an agreed limited fixed term without the requirement for a minimum employment period.

- For **employees who have reached the normal pension age according to the ITP plan (at present from 65).**
- For **seasonal workers.**

Note 3

The parties agree that the definition of seasonal workers follows the Employment Protection Act.

- **Doctoral positions**, in which the doctoral thesis is to take place partly or completely at the company.
- For **school pupils and placements.**

Note 4

Regarding architects, a specific writing applies to practical work in accordance with Annex 4 to the protocol of April 15, 2013.

In the case of a fixed-term employment that is assessed to be at the most one month in duration, there is no preferential right to re-employment.

3.3 Conversion rules for substitutes and agreed fixed term

A substitute or an agreed fixed term converts to employment until further notice when an employee has been employed with the employer as a substitute and/or agreed fixed-term employment for more than 36 months during a five-year period.

Note

An employee may, after the period for conversion to employment until further notice has occurred reach a written agreement with the employer to decline the relevant conversion. Any such agreement is

valid for six months. An employee may subsequently again decline employment until further notice according to this rule. For those who have reached the ordinary pension age according to the ITP plan (at present 65) an agreed fixed term or a substitute does not convert into employment until further notice.

The general rule is that the same rights regarding general fixed-term employment and substitution, in the case of conversion remain unchanged if the employer and the employee do not agree otherwise. In those cases in which the parties do not reach agreement and the level of employment shortly before the conversion is significantly different to the calculated average level of employment over the past twelve months, employment until further notice can be set at the average amount.

3.4 Probationary Employment

Agreement on probationary employment may be concluded when the aim is for the probationary period to convert to employment until further notice after the probationary period. No particular requirements are upheld for probationary employment. However, the agreement may apply for a maximum of six months. If the salaried employee has been absent during the probationary period, the employment can be extended by agreement by the period of time equivalent to the period of absence.

If the salaried employee, directly before the probationary employment, was employed in a similar post in the company, in an agreed fixed-term or as a substitute, the probationary period is lowered by the same amount. If the probationary employment does not convert to employment until further notice the employer must provide a reason for its position if the salaried employee so requests.

The probationary employment can be terminated by both the employer and the salaried employee before the end of the probationary period by written request no later than two weeks in advance.

If the employer or the salaried employee does not want the employment to continue after the probationary period has expired, then a written request about this should be submitted no later than two

weeks before the end of the probationary period. If no notification has been submitted no later than by the end of the probationary period, the probationary employment converts to employment until further notice.

3.5 Termination of probationary period for substitutes and agreed fixed term

A substitute or an agreed fixed term can be brought to an end if the employer or salaried employee submits notification thereof. The employment then ends one month after either of the parties provides written notification to the other party of their intention to end the employment. The possibility to bring the employment to an end by notification only applies up until that time at which the employee has a total employment time of six months at the company. When an agreement on agreed fixed term or a substitution has been preceded by a probationary period in a similar post in the company, the probationary period is lowered by the equivalent amount of time.

If the substitute or the agreed fixed-term employment ceases to apply due to notification from the employer, the employer must provide a reason for its position if the salaried employee so requests.

Note

The employer and the salaried employee may reach written agreement that a substitute or an agreed fixed term of employment cannot be terminated by either party by notification.

3.6 Notice of fixed term employment

If the employer and the salaried employee have agreed that the fixed-term employment can be terminated in advance, then the parties cannot agree on a shorter period of notice than that which is stated in the collective agreement notice periods.

An agreement on the possibility of early termination of employment will take effect only after any probationary period referred to in clause 3.5 has expired.

Transition regulations

The parties are agreed upon that the rules of employment applies from the 1st of April 2017.

For employment agreements made before the 1st of April 2017 the former rules apply completely to such employment.

With regard to substitutes, in accordance with 3.3 in the collective agreement, the following special rules apply for calculating employment periods in the case of conversion to employment until further notice.

Employment periods as a substitute that have been agreed according to older rules are also taken into consideration in the case of conversions according to clause 3.3 as regards employment periods from and including the 1st of April 2017.

4 Working hours

With respect to the Agreement regarding working hours, see the separate working hours agreement (appendix 2).

Midsummer, Christmas and New Year's Eve shall be equated with holidays.

Leave on holidays and the above-mentioned holiday eves may upon agreement between the employer and the employee be exchanged for leave on another day that would have been a working day. The total number of working days and non-working days during the calendar year shall not be affected by these exchanges.

The local parties may make an agreement on flexible working hours.

Sweden's National Day

Unless the local parties have agreed otherwise, the following shall apply.

A salaried employee, who is employed on Sweden's National Day, shall receive 2.3 hours per year, calculated on full-time employment, in a time bank or corresponding.

Note

The change from Whit Monday to Sweden's National Day as a national holiday shall not affect the total working hours of the salaried employee. The parties therefore recommend the local parties to find solutions on the basis of the different working hour forms of the individual salaried employee.

4.1 Overtime

For work in excess of the employee's regular working hours, compensation shall be paid according to 4:1:1 - 4:1:3 if the overtime work has been ordered in advance or has been approved afterwards by the employer.

Compensation is paid for full half hours only.

4.1.1 Main rule

Overtime work is compensated either by leave or in cash. Leave is granted if the employee so desires and it is possible in consideration of the business.

When overtime work is compensated by leave, this may not lead to a reduction of regular working hours. Since the compensation constitutes 1 1/2 hour's (2 hours') leave for each hour of overtime, a maximum of 2/3 (half) of the overtime can be compensated by leave.

The intention is furthermore not that individual employees or groups of employees by overtime work are to receive a general extension of their annual working hours. If this turns out to be the case in individual companies, then the parties agree to jointly review the application of the agreement in such company and if there is a need, clarify the intention of this agreement.

Compensation in cash:

6 am-8 pm non-holiday Monday to Friday	During other times
1.93 x the hourly salary	2.41 x the hourly salary

Compensation by leave:

6 am-8 pm non-holiday Monday to Friday	During other times
1.5 hours for each overtime hour	2 hours for each overtime hour

(In case of shorter weekly working hours than 40 hours see 2.1).

For overtime work not connected to regular working hours, compensation shall be granted for at least three hours if the break is not merely a meal break. In such case, the employer shall compensate the travel costs that arise, also for persons who under 4:1:3 do not have a right to special overtime compensation.

4.1.2 Compensation for additional hours upon part-time work (overtime for employees working part-time)

A part-time employee who has worked more hours than his or her regular working hours, but not more hours than the regular working hours that apply to full-time employees, shall be compensated for each such hour in the amount of 1.24 x the hourly salary or in the alternative by one hour’s leave for each such hour worked.

(In case of shorter weekly working hours than 40 hours see 2.1).

In case of additional hours worked for part-time employees of hours that are in excess of the regular working hours, the part-time employee shall be paid overtime compensation.

4.1.3 Compensation for managers et al

The employer and an employee with a managerial position or an employee whose work is difficult to have control over or who is free to schedule his or her own working hours, may agree that overtime compensation instead shall be provided through a higher salary and/or through five additional holiday days beyond the holiday mandated by law.

Unless otherwise agreed between the employer and the employee, such an agreement shall apply for one holiday year at a time.

When the employer initiates an agreement with the employee according to this clause, a notice shall simultaneously be sent to the employee’s local union organisation. At the time of such notice, the employer shall upon request by the local union organisation state the motives underlying the agreement.

4.2 Travel time compensation

4.2.1 Preconditions for compensation

For travel time during regular working hours, the regular salary shall be paid. For travel time outside regular working hours, travel time compensation shall be paid. If the employer has paid for a sleeping berth on a train or a boat, the time between 10 p.m. and 8 a.m. shall not be included in the calculation. Only full half hours shall be included in the calculation.

4.2.2 Amount of the travel time compensation

Scheduling of the travel time	Compensation/hour
6 pm the day before a non-working day– 6 am the day after a non-working day	0.91 x the hourly salary
Other times	0.72 x the hourly salary

(In case of shorter weekly working hours than 40 hours see 2.1).

4.2.3 Exceptions from the right to travel compensation

Travel time compensation is not paid to employees referred to in 4.1.3 who have also agreed with the employer on an exemption from the right to travel time compensation.

Employees whose line of work includes business travel to a significant extent, such as travelling salesmen, service technician or the like are also exempt, unless they have especially agreed with the employer that travel time compensation is to be paid.

4.3 Compensation for inconvenient working hours

4.3.1 General

The following shall apply unless the local parties have agreed otherwise.

Inconvenient working hours means all time except 7 am – 6 pm on non-holiday Mondays - Fridays. If flexible working hours within an established flexible working hours framework are applied at the

company, then only time ordered or approved afterwards outside the flexible working hours framework is considered inconvenient.

An agreement may be made with managers that they shall be compensated in another manner.

An employer wishing to implement work during inconvenient working hours shall negotiate with the local salary employee parties beforehand.

A notice regarding work during inconvenient working hours should be provided to the employee not less than fourteen days in advance.

Employees cannot receive compensation for inconvenient working hours if overtime compensation is paid for the same time.

4.3.2 Inconvenient working hours

Inconvenient working hours shall be compensated per hour by:

Scheduling	Compensation/hour
Monday – Friday 6 pm -12 midnight	0.29 of the hourly salary
Monday – Friday 12 midnight -7 am	0.43 of the hourly salary
from 12 midnight Friday to 12 midnight Sunday	0.58 of the hourly salary
from 7 am on Epiphany, Ascension Day, May 1, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday	0.58 of the hourly salary
from 6 pm on Maundy Thursday and from Whitsun Eve, Midsummer's Eve Christmas Eve and New Year's Eve to 12 midnight before the first business day after the relevant holiday	1.16 of the hourly salary

(In case of shorter weekly working hours than 40 hours see 2.1).

In case an employee has chosen to trade a holiday for another day off, the compensation shall follow the day traded in terms of scope and extent.

4.4 Standby

4.4.1 Definition

	Standby duty 1		Standby duty 2	
	Compensation for time standby	Compensation for time worked	Compensation for time standby	Compensation for time worked
Time 1				
Time 2				

Standby refers to the time during which the salaried employee is not obliged to work but must be available to carry out work when the need arises.

If the employer wishes to introduce standby duty, he should negotiate with the local salaried employees' union before introducing such work.

4.4.2 Local agreement

The local parties can reach agreement about standby duty in which, for example, standby duties and forms of compensation are adapted to local conditions.

The following table acts as a basis for such agreements, in which standby duty shifts, standby duty compensation and compensation for worked time during standby duty are defined.

4.4.3 Standby duty

Standby duty A means that the salaried employee, via a mobile tool or similar, should be available to carry out work. Standby duty A does not require that the salaried employee has to be available to carry out work at a designated place.

	Standby duty 1		Standby duty 2	
	Compensation for time standby	Compensation for time worked	Compensation for time standby	Compensation for time worked
Time 1				
Time 2				

Standby duty B means that the salaried employee should be available to carry out work at the workplace or another place designated by the employer.

Standby duty C means that the salaried employee should be available to carry out work at home.

Note 1

In cases in which the employer wants to apply Standby Duty C, but the salaried employee does not consider the home to be a suitable workplace, the salaried employee should be available to carry out work at the workplace or at another designated place. However, compensation is payable in accordance with Standby Duty C.

Note 2

In the case of standby duty, the employer must pay consideration to reasonable time to be available to carry out work considering the salaried employee's type of standby duty as well as other practical and objectively relevant conditions. One (1) hour in terms of Standby Duty B and daytime for Standby Duty C, can act as a starting point. The time can be both shorter and longer.

4.4.4 Schedule

Standby duty should be set in a schedule so that it does not unreasonably burden any individual employee. The schedule ought to be compiled and communicated in good time. Changes to the schedule should be announced at least two weeks in advance. Temporary deviations that cannot be predicted when making the schedule should not be counted as changes to the schedule.

Note 1

As an example, unreasonable burden means that standby duty should not be shared among too few employees or that the schedule for standby duty includes several standby duty shifts during the same 24-hour period without relation to regular working hours.

Note 2

Local agreements are assumed to be made if necessary regarding night time work and resting rules for standby duty.

4.4.5 Standby duty compensation

If there is no other local agreement, Standby Duty A, B and C will be compensated according to the following:

Scheduled time	Compensation per hour		
			c
Monday 12 am – Friday 6 pm	<u>Monthly salary</u> 1,750	<u>Monthly salary</u> 1,400	<u>Monthly salary</u> 1,650
Friday 6 pm – Saturday 7 am, and from 6 pm the previous day until 7 am on Epiphany, 1 May, Ascension Day, All Saints' Day and Sweden's National Day	<u>Monthly salary</u> 1,100	<u>Monthly salary</u> 900	<u>Monthly salary</u> 1050

Saturday 7 am – Sunday 12 am as well as from 7 am on Epiphany, 1 May, Ascension Day, All Saints’ Day and Sweden’s National Day until 12 am the first following weekday after each holiday	<u>Monthly salary</u> 750	<u>Monthly salary</u> 600	<u>Monthly salary</u> 700
From 6 pm on Maundy Thursday and from 7 am on Whitsun, Midsummer, Christmas and New Year’s Eve until 12 am the first weekday after each holiday	<u>Monthly salary</u> 450	<u>Monthly salary</u> 350	<u>Monthly salary</u> 400

The salary for part-time employees should be calculated so that it is equivalent to a full-time salary.

Compensation for an employee with standby duty is paid out per shift for a minimum of 1 hour for Standby Duty A, 4 hours for Standby Duty B and 2 hours for Standby Duty C, in relevant cases the compensation is lowered by the time in which the employee has received compensation in accordance with 4:4:6 below.

4.4.6 Compensation for time worked during standby duty

If there is no other local agreement, compensation per hour of time worked is according to the following:

In the case of instructions to carry out work during standby duty overtime rates are paid for actual time worked, although;

1. at least for 30 minutes of work carried out according to Standby Duty A,
2. at least for three hours in the case of work carried out according to Standby Duty B and,
3. at least for two hours of work carried out in accordance with Standby Duty C.

An employee with Standby Duty B but who carries out work in accordance with Standby Duty A, should be compensated for at least one hour.

The salary for part-time employees should be calculated so that it is the equivalent of a full-time salary.

Compensation for travel costs linked to Standby Duty B is paid.

4.4.7 Individual agreement

The employer and an individual employee can reach agreement that the rules for compensation according to the above are not applicable but that the employee instead should receive a reasonable compensation in a different manner. Such agreement shall be in writing and should contain information about the compensation that is received instead of compensation for standby duty.

The agreement applies until further notice and can be revised at the next salary revision.

The party that would like to end a special agreement should inform the other party no later two months in advance.

Note 1

If there are local club/associations, it is advisable for the parties to have discussed the design of individual agreements. It can also be advisable to discuss individual agreements on standby duty at the time of the revision of the pay scale.

Note 2

When an individual agreement ceases to be valid, the agreed compensation or other agreed compensation is no longer paid out. Compensation instead reverts to the main rule of the collective agreement.

5 Holiday

Holiday shall be accrued and scheduled according to law and this agreement. According to the main rule in the Swedish Holiday Act, the employee has the right to 25 holiday days.

In addition, there may be additional holiday according to agreement. According to the Swedish Holiday Act the accrual year is counted from April 1 up to and including March 31. The holiday year, the year when the employee may take out his or her accrued holiday, falls during the same period after the accrual year. The employer may agree on a different accrual year and/or holiday year with the local salaried employee union organisation or an employee.

5.1 Holiday pay

The salary during the holiday is the current monthly salary. In addition, a **holiday supplement** shall be paid in the amount of 0.8 % of the monthly salary per holiday day (for intermittent part-time work calculated on the gross number of days, see 5.4).

The holiday supplement shall be paid not later than the month after the holiday.

When the employment is terminated, any remaining supplement shall be paid together with the final salary.

Employees with a **variable salary** (see 2.1) receive a holiday pay in the amount of 0.5 % of the amount paid times the number of holiday days (also unpaid). Such holiday pay shall be paid not later than one month after the end of the accrual year. Amounts qualifying for holiday pay shall be calculated in the basis of holiday-salary qualifying absence according to the Swedish Holiday Act.

If the accrual and the holiday year are coinciding, the following shall apply. If the variable salary elements constitute a large part of the income, then an advance corresponding to the estimated holiday pay shall be paid in connection with the holiday and a deduction be made not later than one month after the end of the accrual year/ holiday year.

Overtime (including additional hours worked for part-time employees) and travel time compensation include holiday pay.

5.2 Change in working hours ratio

If the salaried employee during the accrual year has worked a different number of hours than at the time of the holiday, the current monthly salary at the time of the holiday shall be prorated in proportion thereto. This applies also when saved holiday days are taken.

5.3 Holiday for the newly hired et al

If the accrued holiday is insufficient for a full holiday, the employer and the salaried employee may agree that the salaried employee shall receive a leave without salary deduction. Such an agreement shall be in writing.

If the employment terminates within five years from the day it started, a deduction shall be made from the accrued salary or holiday compensation according to the same principles as with regard to unpaid holiday (4.6 %). The deduction shall be calculated on the basis of the salary that applied during the leave.

No deduction shall be made if the employment terminates because of redundancy or illness or is rescinded by the employee under Section 4 of The Employment Protection Act.

5.4 Coinciding qualifying and vacation years

When the accrual year and the holiday year are concurrent, holiday pay received shall be considered an advance payment and be deducted from both holiday compensation and salary. A salaried employee who has received more paid holiday days than accrued shall repay any excess holiday pay/compensation. A corresponding salary correction shall be made in case of a change of the percentage of full working hours worked during the holiday year.

A salary deduction shall not be made at the termination of the employment if this is due to:

1. The illness of the salaried employee; or
2. The salaried employee leaving his employment under circumstances set out in Section 4 para. 3 sentence 1 of the Employment Protection Act; or

3. Termination by the employer for reasons not attributable to the salaried employee personally.

If the employee has received a longer holiday than accrued and no agreement regarding leave without a salary deduction has been made, then Section 29a of the Annual Leave Act shall apply.

Note

It is important that the employer is clear about which qualifying and vacation year is being applied

5.5 Holiday for intermittent part-time employees

With respect to employees who work only on certain days of the week, the number of net days is calculated as the average number of weekly working days x number of holiday days / 5 rounded up to a whole day.

Example: In case of 25 days' gross holiday and 3 working days /week, the net holiday is 15 days.

When holiday is taken, an entire net day is used for each day the employee would otherwise have worked.

5.6 Saved holiday

Paid holiday exceeding 20 days may be saved for not more than five years.

The employer and the employee shall agree on how saved holiday is to be taken.

The saved holiday days shall be taken in the order saved. It is not possible to take saved holiday days and in the same year save new ones.

5.7 Untaken holiday and holiday compensation

Untaken holiday remaining when the employment terminates shall be compensated by 5.4 % (4.6 % + 0.8 %) of the current monthly salary per holiday day.

6 Illness

The employee has during the first 14 days of an illness period a right to sick pay from the employer according to law. For absence caused by illness for more than 14 calendar days, sick benefits are paid by the Swedish Social Insurance Agency from day 15 according to the Act on National Social Insurance. With respect to days 15-90 (45 days for employees who belong to group 2 according to 6.1) there is normally additional compensation from the employer according to this agreement. After day 90/45 of the illness period, no sick pay is paid. (After day 90, compensation is normally paid according to the ITP plan.)

6.1 Duration of the right to sick pay

If the employee according to the provisions of this agreement has a right to sick pay from the 15th calendar day of the illness period, then the employer shall pay this.

Group 1	Group 2
Up to and including the 90th calendar day of the illness period	Up to and including the 45th calendar day of the illness period

Group 1 = an employee who has been employed with the employer for at least one continuous year or who has transferred directly from employment where he or she has had the right to sick pay for at least 90 days

Group 2 = other employees

Sick pay according to clause 6:1 shall however not be paid for more than 105 days per 12-month period.

Employees who are part-time employed for a shorter period than one month will not receive sick pay during the first 14 days of the employment.

With respect to employees who are receiving a sick pension according to the ITP plan, the right to sick pay shall terminate.

6.2 Notification

An employee who becomes ill or a disease carrier shall notify the employer thereof as soon as possible, or if prevented from doing so for legally acceptable reasons, as soon as the obstacle is removed. Sick pay is paid only for such days with respect to which a notice has been provided to the employer. The employer shall as soon as possible be informed of when the employee expects to be able to return to work.

6.3 Confirmation of illness and medical certificate

Employees shall provide a confirmation of illness to the employer, stating the time and scope of the absence. The employer or the Swedish Social Insurance Agency may request that the employee provide a medical certificate evidencing the degree of incapacity and the duration of the illness period. A medical certificate shall always be provided from the eighth day of illness.

The employer does not have to provide sick pay if the confirmation or medical certificate has not been provided or if the information is incorrect and of significance to the right to sick pay.

It is of mutual interest – for rehabilitation purposes – that the reason for the illness is clarified as early as possible, especially in case of recurring illness.

6.4 Amount of sick pay

The sick pay to be provided by the employer is calculated through a salary deduction as set out below: (for definitions of hourly salary and daily salary see 2.1)

6.4.1 Illness up to and including 14 calendar days per illness period

For each hour an employee is absent due to illness, an hourly sick deduction shall be made with:

For absence due to illness up to 20 % of average working hours per week (waiting period) in the period of illness $\frac{\text{the monthly salary} \times 12}{52 \times \text{weekly working hours}}$

Absence due to illness exceeding $\frac{20\% \times \text{the monthly salary} \times 12}{52 \times \text{weekly working hours}}$
20 % of average working hours per week in the period of illness

If the employee would have worked during scheduled unsocial working hours, additional sick pay shall, after the waiting period, be paid by 80 % of the compensation for shift work or unsocial working hours that would otherwise have been paid.

Note:

In Section 6.4.3 it's stated that a new period of illness that starts within 5 calendar days from the end of an earlier period of illness shall be considered as a continuation of the earlier period of illness. This means that continuing waiting period deductions may have to be made up to 20 per cent of average weekly working hours in the continued period of illness.

6.4.2 Illness from the 15th calendar day

For each day of illness (including non-working weekdays, Sundays and holidays) a sick deduction shall be made according to the following:

The sick deduction is calculated differently depending whether the employee's monthly salary exceeds or falls under a certain salary limit. This salary limit is calculated as:

$$\frac{8 \times \text{price base amount}}{12}$$

Example 2019:

The price base amount year 2019 is 46 500 SEK

The salary limit is therefore

$$\frac{8 \times 46\,500}{12} = 31\,000 \text{ SEK}$$

For employee with monthly salary under the salary limit:

Sick deduction is made with

$$\frac{90\% \times \text{monthly salary} \times 12}{365}$$

For employees with monthly salary that exceeds the salary limit:

Sick deduction is made with

$$\frac{90\% \times 8 \text{ pbb}}{365} + \frac{10\% \times (\text{monthly salary} \times 12 - 8 \text{ pbb})}{365}$$

6.4.3 If the employee falls ill again

If the employee falls ill again within five calendar days after a previous period of sick leave, the two periods are counted as one.

6.4.4 When deductions already have been made for ten waiting periods

The number of waiting period deductions in the same period may not, according to the law, exceed ten occasions during a twelve-month period. If, upon a new period of illness, it becomes apparent that the salaried employee has incurred waiting period deductions for ten occasions within twelve months before the start of the new period of illness, the deduction for the first day of absence due to illness shall be made according to the rules that apply for absence due to illness exceeding 20 percent of average working hours per week up to and including day 14 in the period of illness.

Note:

All waiting period deductions made according to 6.4.1 on absence until 20 percent of average working hours per week in the period of illness are considered as one deduction even though they are made on different days. 6.4.3 states that a new period of illness that starts within 5 calendar days from the end of an earlier period of illness shall be considered as a continuation of the earlier period of illness.

6.4.5 Sick pay without waiting period

For an employee who, according to a decision by the social insurance office, is entitled to sick pay without waiting period, sick deductions shall be made according to the rules regarding absence due to illness

exceeding 20 % of average working hours per week up to and including day 14 in the period of illness.

6.4.6 When the salary is changed

When the salary is changed the employer shall make sick deductions based on the former salary until the day the employee is notified of his new salary.

6.4.7 Maximum amount of sick deduction per day

The deduction may not exceed one day's salary.

6.5 Limitations on the right to sick pay

- Employees who at the time of hiring have reached the age of 60 may agree that the right to sick pay shall terminate after the 14th day of the sick pay period.
- A person who has concealed the fact that he suffers from a certain illness upon being hired, has no right to sick pay from the 15th day if the absence is attributable to such illness.
- If the employee is receiving compensation from the state, from national insurance or from a tortious third party, the employer may decide to reduce the sick pay in whole or part in order to avoid overcompensation in relation to the sick pay levels according to this agreement. This does not apply to compensation from the Swedish Social Insurance Agency or compensation according to collective bargaining agreement.
- If an employee wholly or partially is exempt from sick benefits under the Act on National Social Insurance, the sick pay shall be reduced to a corresponding extent.
- If an employee has been injured in an accident during gainful employment with another employer, the employer shall provide sick pay from the 15th day only to the extent the employer has specifically undertaken to do so.

7 Parental leave supplement and temporary care of children

7.1 Parental leave supplement

During the time when an employee is on parental leave, compensation shall be paid according to the following provided that the employee has been continuously employed with the employer for at least one year before the first day of the parental leave.

For a continuous thirty-day period of parental leave with full parental benefits, the following shall be paid:

On the part of the salary that is less than 10 price base amounts
10 % of the daily salary per calendar day

On the part of the salary that exceeds 10 price base amounts
90 % of the daily salary per calendar day

Compensation shall not be paid for part of the salary that exceeds 15 price base amounts.

In case of three-fourths, half, one-fourth or one-eighth parental benefits, three-fourths, half, one-fourth or one-eighth of the amount set out above shall be paid.

Partial parental leave may be taken as a number of hours each working day or as one or more days during a work week.

To employees with at least one year's continuous employment with the employer before the first day of the parental leave, compensation shall be paid for two thirty day periods.

To employees with three years' continuous employment with the employer before the first day of the parental leave, compensation shall be paid for six thirty day periods.

Compensation shall be paid for a thirty-day period within 24 months after the child's birth or the time of becoming the legal guardian in case of adoption.

If parental benefits have been reduced/eliminated according to the Act on National Social Insurance, then compensation according to the above shall be reduced to a corresponding extent.

7.2 Temporary care of children

Upon leave with temporary parental pay, one hourly salary shall be deducted for each hour of absence.

8 Brief leave with pay and leave of absence

8.1 Brief leave with pay is a leave without salary deduction and may be granted by the employer. Employees have a right to brief leave with pay in case of sudden illness in the family and in connection with the death of a close relative.

8.2 Leave of absence is leave with a salary deduction and is granted upon agreement or according to law.

A leave of absence may not commence or finish on a Sunday or holiday.

The deduction is:

- If the leave of absence lasts for not more than 5 working days, the deduction is one hourly salary per hour.
- In case of a longer leave of absence, the deduction per calendar day (including non-working days) is one daily salary.

If the leave of absence lasts for a whole calendar month or pay period, then the entire monthly salary shall be deducted.

9 Termination

If an employee or an employer wishes to terminate employment until further notice, then certain notice periods for termination apply. In case of fixed-term-employment, the main rule is that the employment terminates when the agreed period has expired, when the work has been completed or the season is over, unless the employee and the

employer have agreed otherwise. During the notice period, the employee has the right to salary and other employment benefits. The employee is also obligated to work during the notice period.

The notice periods for termination with respect to those employed until further notice are set out in the following tables. The employer and employees may agree on longer notice periods.

For termination of probationary employment, agreed fixed term and substitute employment see 3.4 och 3.5.

The mutual notice period for those who have reached the age of 67 or who have been employed after reaching normal retirement age is one month.

9.1 Notice period for resignation by the employee

<i>Time of employment at the company</i>	<i>< 2 years</i>	<i>2-6 years</i>	<i>> 6 years</i>
Notice period months	1	2	3

9.2 Notice period for termination by the employer

<i>Time of employment at the company</i>	<i>< 2 years</i>	<i>2-4 years</i>	<i>4-6 years</i>	<i>6-8 years</i>	<i>8-10 years</i>	<i>> 10 years</i>
	<i>months</i>	<i>months</i>	<i>months</i>	<i>months</i>	<i>months</i>	<i>months</i>
<i>Notice period</i>	1	2	3	4	5	6

With respect to employees who have reached the age of 55 (however not for longer than until the age of 65) and have a consecutive time of employment at the company of at least 10 years, the notice period in cases of redundancy is 1 year.

9.3 Order of termination upon-personnel reductions

The local parties shall, upon reductions of personnel, evaluate the staffing requirements and demands of the company. If these needs cannot be fulfilled by application of the law, the parties shall determine the order of termination by derogating from the provisions of the law.

The local parties shall thereby make a selection of the employees to be terminated so that the company's need of competence and the company's ability to conduct competitive business activities and thus provide continued employment are taken into account.

It is assumed that the local parties will, upon the request of either party, make an agreement for the determination of the order of termination by application of Section 22 of the Employment Protection Act, derogating from the act, as required.

The local parties may also, by derogation from the provisions of Sections 25-27 of the Act on Security of Employment, agree on the order of rehiring. The same criteria as above shall apply to such agreement. It is incumbent on the local parties, upon request, to conduct negotiations, as provided in the preceding paragraphs and to confirm any agreements made in writing.

If the local parties cannot agree, the association parties may, upon request by a party, make an agreement in accordance with the above guidelines.

It is assumed that the employer will provide the local or the central agreement party with relevant documentation.

Notes:

- 1 In the absence of a local or central agreement as provided above, termination due to redundancy or rehiring may be tried in accordance with law, observing the applicable negotiation procedure.*
- 2 The parties note that the affected PTK Associations have agreed that local salaried employee union organisations in the companies or representatives appointed by the salaried employees, concerning the adjustment agreement and concerning issues of personnel reductions according to the agreements for general employment terms, be represented by a common body, PTK-L, as against the employer, and which shall be deemed to be the "local employee organisation" according to this agreement and the Act on Security of Employment.*

If a salaried employee party cannot act through PTK-L, the employer may make agreements with each salaried employee union organisation separately.

The parties have produced a common guideline, “The way forward, Step by step, common guidelines for order of priority in case of redundancy”. This guideline doesn’t constitute text of the agreement.

9.4 Salary during the notice period

Employees who cannot be provided with work during the notice period shall still be paid. With respect to employees with variable salary elements or supplements, the salary for such salary elements shall be calculated as:

- 1/365 of such income during the most closely preceding twelve-month period per calendar day.

9.5 Salary for part of month

Employees who start or end their employment during the course of a month shall be compensated by one daily salary for each calendar day that the employment comprises.

9.6 Pensioner

The employee’s employment terminates without notice when he turns 67. The employer shall provide notice according to Section 33 of the Employment Protection Act.

9.7 Damages for failure to observe the notice period

An employee who leaves his or her employment before the end of the notice period shall pay damages for the economic damage and inconvenience caused thereby, however not less than by the amount that corresponds to the salary during the part of the notice period that has not been observed.

9.8 Certificate of Employment

After termination, the employer shall provide a certificate of employment, showing the time that the employee has been employed, work assignments and, if the employee so desires, an evaluation of the manner in which the work has been carried out and the reason for the termination.

The certificate shall be provided within one week after being requested.

10 Term

The agreements on salaries and general terms of employment apply to the Swedish Association of Graduate Engineers, the Swedish Association of Architects and Unionen for the time April 1, 2017 – March 31, 2020. After the expiration of the term on March 31, 2020, the agreement shall apply with a mutual seven-day notice period for termination.

The final agreement year may be terminated; such termination shall be made not later than 30 September 2018.

Working Hour Agreement

§ 1 Scope of the Agreement

1.1 Area of application

This agreement comprises all employees employed by employers who are members of The Federation of Swedish Innovation Companies. These salaried employees are exempted from the application of the Swedish Working Hours Act (SFS 1982:673) in its entirety. Also the EC Working Hours Directive 2003/88/EC has been taken into account.

If the Working Hours Act is changed and either party to this agreement initiates an issue by reason thereof, the parties agree to initiate negotiations in order to determine whether follow-on changes are needed in this agreement.

The provisions of Sections 2 – 5 do not apply to

- a. employees in a top management position
- b. work under such conditions that it cannot be deemed up to the employer to monitor how the work is arranged.

The term salaried employee union organisation in this agreement means the local union organisation.

1.2 Individually agreed exceptions

Salaried employees who under the Agreement on employment terms Clause 4.1.3 make an agreement that the right to overtime compensation shall be replaced by a longer holiday and/or higher salary, may make an agreement that they shall be exempted from the provisions of Sections 2-5 of this agreement (provisions regarding regular working hours, overtime, standby duty and records regarding overtime).

Note:

As set out above, certain employees are not comprised by the provisions of Sections 2-5. It is however of mutual interest for the employer and the local salaried employee union organisation to obtain an understanding of the total scope of the working hours for these employees.

Certain employees exempted from the provisions of Sections 2-5 have according to course of dealing also had a certain freedom concerning the scheduling of their working hours. Such freedom shall not be affected by the agreement now made.

Special Note for architect and construction consulting companies: If the employer abuses the ability under the first paragraph above, Unionen, the Swedish Association of Graduate Engineers or the Swedish Association of Architects may terminate it. The notice period is then two months. If the employer would like the right to remain, he must request negotiations to that effect. The association parties may extend the notice period in order for negotiations according to the negotiation procedure to be concluded before the expiration of the notice period.

§ 2 Regular working hours

2.1 Duration and limitation period

Regular working hours may not exceed 40 hours on an average per normal working week during a limitation period of four weeks or one month.

For salaried employees performing intermittent three-shift work, regular working hours may not exceed 38 hours on an average per normal working week and year.

For salaried employees performing underground work or continuous three-shift work regular working hours may not exceed 36 hours on an average per normal working week and year.

2.2 Agreement for other limitation period

Local agreement

A written agreement for a limitation period of not more than twelve months may be made between the employer and the local salaried employee union organisation. Such an agreement may apply to a certain salaried employee or group of salaried employees.

Note:

The central parties agree that a different duration of the working hours during different parts of the year may be applied.

2.3 Scheduling of the working hours

Upon the scheduling of the working hours, both the needs of the business and the needs and desires of the salaried employees shall be taken into consideration. The aim shall be, as far as possible, to take into consideration the salaried employee's ability to combine work with family and other social life.

If the salaried employee's wishes cannot be accommodated, the employer shall upon request state the reasons therefor.

In case of a change of the salaries employee's working hours, a reasonable transition period may be needed before the change is implemented.

Note to the minutes:

The reasonable time depends on the scope of the change of the working hours. In case of a minor change, a reasonable time may be less than two weeks. In case of greater changes, e.g., a change from daily working hours to shift work, a reasonable time may exceed four weeks.

§ 3 Overtime

3.1 Overtime work

Overtime work means work that has been carried out outside the daily working hours for a salaried employee if

- the overtime work has been requested in advance or
- has been approved afterwards by the employer.

The time required to carry out necessary preparatory and finishing work that normally forms a part of the salaried employee's work, is not considered overtime work.

When calculating performed overtime work, only full half hours are included in the calculation. If the overtime work has been carried out

before as well as after the regular working hours during a certain day, the overtime periods shall be added together.

Work carried out in addition to the regular working hours for part-time employed salaried employees and that is compensated as additional hours worked for the part-time employed under the Agreement for general terms of employment shall be deducted from the overtime scope.

3.2 General overtime

When there are special reasons, general overtime may be taken out by not more than 150 hours per calendar year. In the calculation of overtime, leave scheduled for the employee's regular working hours or on-call time shall be equated to performed working hours.

General overtime may be taken out by not more than 48 hours during a period of four weeks or 50 hours during a calendar month. These hour numbers may be exceeded only if there are exceptional reasons, e.g., when it is necessary in order to complete work that cannot be interrupted without significant detriment to the business-

3.3 Transfer of overtime

If overtime work is compensated by compensatory leave according to the Agreement on general terms of employment, the corresponding number of hours shall be transferred to available overtime according to 3.2 above (general overtime).

During a calendar year, not more than 75 hours may in this manner be transferred to available overtime, unless the employer and the local party otherwise agree.

Example:

A salaried employee performs overtime work a weeknight for 4 hours. These overtime hours are deducted from available overtime according to 3.2.

An agreement is made that the salaried employee will be compensated by time off (compensatory leave).

When the compensatory leave has been taken, the 4 overtime hours that have been compensated by compensatory leave shall be added to the available overtime according to 3.2.

3.4 Additional overtime

In addition to what has been stated above, when there are exceptional reasons, additional overtime may be taken during the calendar year. Additional overtime may be taken by not more than 150 hours upon agreement with the local party.

3.5 Emergency overtime

If a natural disaster or accident or occurrence of some other comparable nature, that was not foreseeable, causes an interruption of the business or entails an immediate danger of such interruption or damage to life, health or property, overtime that has been worked by occasion thereof shall not be included in the calculation of overtime according to 3.2 (general overtime) and 3.4 (additional overtime) above.

§ 4 Standby duty

An employer wishing to implement standby duty shall negotiate with the local party beforehand.

4.1 Scheduling of standby duty

Standby duty may be scheduled for not more than seven days per standby duty period.

4.2 Standby duty blackout periods

Standby duty may not without agreement with the local salaried employee union organisation be scheduled more frequently than every four weeks.

§ 5 Overtime records

The employer shall keep the records that are required to make the calculations of overtime according to Section 3. The salaried

employee, the salaried employee union organisation and representatives of the central employee union have the right to review these records.

Also with respect to salaried employees who are exempted from this agreement, it is of mutual interest to the employer and the salaried employee union organisation to have information about the total scope of the working hours. If the local salaried employee union organisation so requests, the local parties shall jointly design suitable documentation to assess the working hour volume for such salaried employees.

§ 6 Total Working Hours

Total working hours may not exceed 48 hours per week on an average during a calculation period of not more than four months.

Upon agreement with the local party, it may be decided that the calculation period shall instead be longer, but not more than twelve months. An extension of the calculation period requires that the affected employees are compensated by leave or granted other suitable protection.

In the calculation of the total working hours, holiday and sick leave during the time when the employee would otherwise have worked shall be equated with performed working hours.

§ 7 Breaks and meal breaks

7.1 Breaks

A break is an interruption of the daily working hours when the salaried employees are not obligated to remain at the workplace. The employer shall in advance state the duration and scheduling of breaks as specifically as circumstances permit.

Breaks shall be scheduled so that the salaried employee is not carrying out work for more than five consecutive hours or, upon agreement with the local salary employee organisation, six hours.

The number, duration and scheduling of the breaks shall be satisfactory in consideration of the working conditions.

7.2 Meal breaks

Breaks may be exchanged for meal breaks at the workplace if it is necessary considering the working conditions or considering illness or another incident not foreseeable by the employer. Such meal breaks are part of the working hours.

7.3 Pause

A pause is a brief break from the work during the working hours. A pause is part of the working hours.

The employer shall organize the work so that the salaried employees are able to take needed pauses in addition to the breaks. In case of particularly taxing and/or heavily managed work, pauses shall be scheduled.

§ 8 Rest

8.1 Daily rest

Salaried employees shall be given at least 11 hours' continuous rest per 24-hour period.

A deviation may be made by agreement between the local parties on the condition that the salaried employee receives corresponding compensation.

A deviation may also be made because of circumstances that are incapable of being planned or decided in advance, or temporarily when so required for the business. In these cases, the salaried employee shall be provided a corresponding extended rest period in connection to the work shift that has interrupted the rest period. If that is not possible for objective reasons attributable to the business, then this rest period shall be scheduled within seven days after the interruption of the daily rest. If the employer decides to schedule the rest period during working hours, no salary deduction shall be made.

8.2 Weekly rest

8.2.1

The salaried employee shall be given at least 36 hours' continuous leave during each seven-day period. The leave shall, as far as possible, be scheduled during a weekend. The leave may not be interrupted by standby duty or travel time.

By local agreement it may be provided that the rest shall be calculated as an average during a period of two weeks.

The parties agree that the main rule above regarding weekly rest shall be the basis for the employer's planning of the work and that 36 hours' weekly rest shall be strived for as far as possible. The parties note however that in the companies concerned there may be occasions when it due to unforeseeable events is not possible to perform the work within the framework of the main rule of the agreement. In such a situation, the consequences for the work situation of the individual employees shall be taken into consideration.

8.2.2

The assignments or operations that are primarily affected by unforeseeable events are normally of the nature of control, putting into operation, inspection or measuring in connection with an operational interruption and connected assembly/replacement of machines, or part of or an entire process plant. The work is normally located at the customer's plant. These examples are not exhaustive, and shall serve as guidelines only.

8.2.2.1

In case an employee is unable to get his or her weekly rest according to this agreement, the employee shall have his or her weekly rest as soon as possible and within 21 days from the most closely preceding leave of at least 36 hours. The time when the employee would have had time off for normal weekly rest but instead is working, shall be compensated by overtime compensation according to the Agreement on general terms of employment. All leave to fulfil the weekly rest shall be granted as leave without a salary deduction. The leave may not be interrupted by standby duty or travel time.

Example:

A person may at the most after weekly rest work 16 days in a row in order to get his or her weekly rest within the framework of 21 days from the preceding weekly rest. 16 days' work means two lost periods of weekly rest (72 hours). The rest shall be taken as soon as possible, on the 17th-19th days. If the calculation commenced on a Monday this means that days 20 and 21 are a regular weekend and therefore also weekly rest for the third seven-day period. In case days 17-19 instead were to fall during a Saturday-Sunday the leave shall be scheduled immediately after the weekend.

8.2.2.2

In case of exceptional occurrences of a wider scope than can be defined in the term "unforeseeable events" it is possible to agree locally on a different period than 21 days. Such an extension of the duty period must in order to be possible be accepted by the individual. The agreement may at the most mean that the weekly rest shall be scheduled within 28 days after the leave of at least 36 hours most closely preceding the break. An agreement according to this rule may be made only with respect to a specific and identified situation where the local parties shall annually choose one of the following limitation alternatives:

- two occasions per company and year
- one occasion per year and individual

Example:

A person works according to a local agreement 22 days without a leave with start on a Monday, which results in a three missed weekly rests, 108 hours. Day 22 is the last working day of the period. The employee is completely off on days 23-26. Days 27 and 28 are a normal weekend and also weekly rest for the fourth seven-day period.

§ 9 Night work

9.1

All salaried employees shall have time off for nightly rest. The leave shall comprise the time between 12 midnight-5 am. Deviations may be

made if the work in consideration of its nature, the need of the public or other special circumstances must be performed between 12 midnight-5 am. A deviation may also be made on the basis of a local agreement.

9.2

Night means the period 10 pm-6 am. A night worker is an employee who performs at least three hours of his or her work shift at night and employees who are likely to perform one third of their annual working hours at night.

The working hours for night-working salaried employees may during each 24 hour-period not exceed 8 hours on an average during a calculation period of four months.

Night workers whose work entails special risks or great physical or mental strain may not work more than eight hours within the 24-hour period when they perform night work. A temporary deviation may be made if occasioned by a special circumstance not foreseeable by the employer. Such a deviation may be made only on the condition that the employee is granted corresponding compensation leave.

A deviation from the second paragraph may be made by a local agreement on the precondition that the salaried employee is compensated with leave or is granted suitable protection.

Holiday and sick leave during a time when the salaried employee otherwise would have worked shall be equated with performed working hours.

§ 10 Negotiation procedure

Agreement on negotiating procedure for legal disputes applies for this agreement.

§ 11 Termination of agreements

Agreements made under this agreement may be terminated by the parties to each such agreement.

If either party desires for a local agreement, or the right to make local agreements, to remain, the party shall expeditiously request that negotiations to this effect be held during the notice period. The association parties may extend the notice period for a local agreement in order to enable negotiations according to the negotiation procedure to be concluded prior to the expiration of the agreement.

§ 12 Term

The provisions of this working hours agreement shall have the same term as the Agreement on general terms of employment.

APPENDIX 2

Agreement on negotiating procedure for legal disputes

Scope

The negotiating procedure applies to all salaried employees who are employed in companies that are covered by collective bargaining agreements on general terms of employment, except for employees who owing to the nature of their work and terms of employment may be considered to have senior management or equivalent positions.

Negotiating limitation

If a party wishes to claim damages or other performance according to law, collective bargaining agreement or individual agreement, that party shall, unless another procedure is stated in the relevant collective bargaining agreement, request negotiations within four months after the party has become aware of the circumstance that the claim is based on. The negotiation must, however be requested within two years of the occurrence of such circumstance.

If a party does not request negotiations within the prescribed time, that party shall lose its right to negotiations.

Note

The parties are agreed upon that all disputes where the employment relationship is a necessary condition for a legal claim are covered by the negotiating procedure.

An employer who intends to address a legal claim against a union or member thereof which is covered by a collective agreement where the employment relationship was a necessary condition must first observe the negotiating procedure.

An individual salaried employee has the right to decide to take legal action without any previous negotiations in accordance with the negotiating procedure or without completing central negotiations in accordance with the negotiating procedure.

If an issue of dispute is based on the Employment Protection Act or on an issue relating to a form of employment stipulated in a collective bargaining agreement, the time limits specified in the Employment Protection Act shall apply instead of those specified in this negotiating procedure with the supplements that emerge in the following in respect of time limits that shall be observed between local and central negotiations.

Local negotiations

Negotiations shall primarily be conducted between the local parties (the employer and the local union organisation).

The negotiations shall begin as soon as possible and no later than two weeks after the day the request for negotiations has been confirmed, except when the parties have agreed otherwise.

Central negotiations

Once the local negotiation has been concluded the party which called for the local negotiations and which wishes to pursue the matter further shall refer it to central negotiations.

A request for central negotiations shall be submitted in writing and reach the counterparty' organisation within the following periods from the day when the local negotiations were concluded;

1. within two weeks in the case of dispute concerning a litigation regarding nullification of a termination of employment or an instant dismissal or a claim that a fixed term employment is wrongful and that the employment shall run until further notice¹ and
2. within two months in the case of other legal disputes

A party who fails to do so, loses the right to negotiations.

Central negotiation shall begin as soon as possible and no later than two weeks after the day the request for negotiations has been confirmed, except when the parties have agreed otherwise.

Note

¹ This rule will enter into force on April 1, 2018. Up to and including March 31, 2018, a period of two months will apply instead of two weeks

In the normal case the negotiations are completed in conjunction with end of the meeting for negotiations. If this is to take place at a later time this shall be explicitly agreed between the parties. As a last resort the negotiations can be concluded by a party giving notice in writing of withdrawal from the negotiations.

Legal settlement

If a legal dispute concerning law, collective bargaining agreement or individual agreement has been the subject of central negotiations without being resolved, a party may refer the dispute to legal settlement within three months after the day when the central negotiation was concluded. Should a party ignore this the party loses the right to take legal action.

Validity

The negotiating procedure applies until further notice with a period of notice of six months. However, it may be terminated no earlier than the time when the collective agreement between the parties on general conditions of employment expires.

Note

This negotiating procedure does not affect the rules on time limits and the obligation of the employer to request negotiations in accordance with Sections 34, 35 and 37 in the Act on Co-Determination at the Workplace.

APPENDIX 3

Provision for Flexible Pensions in Service Companies

This agreement is part of the General Terms of employment

General Rules

- § 1 The parties have agreed to introduce a system for Flexible Pensions in Service Companies in the agreement area. This agreement applies to all salaried employees covered by the agreement on general terms and to whom the ITP agreement's retirement pension conditions are, or could have been, applicable and constitutes a collective provision for the flexible pensions system. This means that the employer will pay a supplementary premium to the ITP plan as of 1 November 2017 for salaried employees who have reached the age of 25 but not 65, in accordance with item 7.2 in Section 1 and item 6.4 in Section 2 of the ITP plan.
- § 2 The supplementary premium shall be paid to Collectum as of the 1st of November 2017 and thereafter on a monthly basis. The increase of the supplementary premium will then be made in connection with future date of salary review in the collective bargaining agreement and in accordance with the procedures applicable to supplementary premiums to ITP 1 and ITPK in ITP 2. The premium shall supplement the insurance for ITP 1 or ITPK that the salaried employee has in the employment with the employer.

Note

If, during the build-up the date of salary review according to the collective bargaining agreement is earlier than the date of salary review of the agreements that set the norm, the increase in the supplementary premium shall be made at the time of the date of the agreements that set the norm

As far as possible, Collectum shall be assisted by the parties with information about which employers that shall make provisions for Flexible Pensions in Service Companies.

§ 3 As of 2017's agreement negotiations, the premium for Flexible Pensions in Service Companies shall be gradually expanded with a one-year lag in relation to the association agreements that set the norm within the Confederation of Swedish Enterprise. This means that in 2017 a provision is made in Flexible Pensions in Service Companies that corresponds to the 2016 level of 0.2 %. The parties further agree that Flexible Pensions in Service Companies is expanded to the same level as applies for the associations that set the norm in the Confederation of Swedish Enterprise with a three-year delay, but with a maximum of 2 %. This means that when the associations that set the norm cease their provisions, or have reached 2 %, for Flexible Pensions in Service Companies, additional provisions shall be made for Flexible Pensions in Service Companies in the next three years so that the premium levels will be the same, but with a maximum premium level of 2 %. The parties note that the difference in premium at the introduction of Flexible Pensions in Service Companies is 0.7 %.

Should the scope for wage increases in the future be significantly lower than the previous year's scope for wage increases, the parties shall enter negotiations to delay entirely, or partially, the established provision of the actual year.

Note

Every year that the premium level in Flexible Pensions in Service companies is expanded, the scope for wage increases decreases in relation to the association that sets the norm's cost tag with a corresponding level.

The costs for waiver of premium insurance in Alecta, and the premium transfer to Collectum and insurance companies, as well as administration costs, shall be charged to the allocated premiums.

Compensation for waiver of premium insurance is paid in accordance with Collectum and Alecta's terms for supplementary premiums to ITP 1 and ITPK.

§ 4 Employers who are covered by Flexible Pensions in Service Companies can decide if salaried employees at the company shall have the opportunity to opt out of the provision for Flexible Pensions. The salaried employee's fixed cash salary is raised at the time of opt out with the corresponding current level of the collective premium at that time. Such opt outs apply to the current employment with the employer, i.e. the juridical person. Opting out does not affect previously paid premiums for Flexible Pensions in Service Companies.

If the employer has decided that salaried employees at the company may choose to opt out, a salaried employee may, if he so wishes, notify his employer that he wishes to opt out of the provision for Flexible Pensions in the following instances:

- All salaried employees at the company may state that they choose to opt out, at earliest on the 1st of November 2017 and no later than the 28th of February 2018.
- A new salaried employee at the company may state that he choose to opt out, at earliest from the day of appointment and no later than two months thereafter.
- A salaried employee at the company who via transfer of business enters the system for Flexible Pensions in Service Companies may state that he choose to opt out at earliest after the regulation regarding the provision begins to apply and no later than two months thereafter.
- A salaried employee at a company which, by being bound to a collective bargaining agreement, enters the system for Flexible Pensions in Service Companies may, in accordance with § 7 first paragraph, state that he choose to opt out no later than two months from the time they became bound.
- A salaried employee at a company which, by being bound to a collective agreement, enters the system for Flexible Pensions in Service Companies may, in accordance with § 2 second paragraph, state that he choose to opt out after the regulation regarding the provision begins to apply and no later than two months thereafter.

Note 1

In connection with the commencement of employment, it is possible for the employer to state the agreed salary and Flexible Pensions in Service Companies in the employment contract as well as what the salary would be if the event of an opt out from Flexible Pensions. If a salaried employee chooses to opt out from provision for Flexible Pensions, such notice may be given first after commencement of employment.

Note 2

In the event a newly-employed salaried employee is granted a vacation between June and August, and this period falls wholly or partly within the framework of the two months that allows the salaried employee to choose to opt out from a provision for Flexible Pensions, the period of choice is extended by the corresponding number of calendar days.

Exemptions from the above items apply to a salaried employee who has not turned 25 when the opportunity to submit an opt out from provision for Flexible Pensions enters into effect at the earliest when the salaried employee turns 25 and no later than two months thereafter.

The employer shall document that the salaried employee has chosen to opt out from the provision for Flexible Pensions in Service companies in accordance with these rules, and then report this to Collectum. If a question arises, the employer has to show that the salaried employee has chosen to opt out.

Note 3

The employer may change his position according to this paragraph by making a new decision. If this is the case, and the employer's decision implies that the salaried employee has an opportunity to opt out from a provision to Flexible Pensions in Service Companies this applies provided the deadline(s) above permit this. If the employer's decision means that the salaried employee no longer has an opportunity to opt out, the previously granted opt out applies unless otherwise agreed in accordance with § 5 below.

Note 4

The parties are agreed that opting out shall be the salaried employee's own decision and therefore may not be conditional on benefits in employment beyond what is regulated in this agreement. The employer may not in any other way generally anticipate individual opt outs at the company.

Note 5

The central collective bargaining parties shall have followed up how the opportunity to opt out of Flexible Pensions in Service Companies has been handled by the companies and the salaried employees by no later than the 31st of March 2018. Thereafter, the parties shall decide if the above rules are to be changed. Unless otherwise agreed, the above rules will continue to apply.

- § 5 Salaried employees who have opted out of provision to Flexible Pensions in Service Companies and thereby at the time of the opt out received the current, collective premium level as salary may, if the employer so agrees, withdraw the opt out and receive the current collective premium level as a pension premium instead. How the pension premium according to the collective level is to be deducted against salary is determined by agreement between the salaried employee and the employer.
- § 6 Salaried employees who chose not to opt out of provision to Flexible Pensions in Service Company may reach individual agreements with the employer on further provisions than are stated in the agreement for Flexible Pensions in Service Companies. Such individual agreements apply for as long as the salaried employee and the employer have agreed

If an individual agreement as set out in the first paragraph ceases, the individually-agreed additional provision shall be paid as salary to the salaried employee.

Note 1

The parties to this agreement on Flexible Pensions in Service Companies shall endeavor to ensure that such additional provisions shall be made within the framework of the ITP pension plan to ITP1 or ITPK.

Note 2

Salary exchange systems applied without connection to Flexible Pensions in Service Companies are not affected by this regulation.

- § 7 Companies, which are already covered by another flexible pension system at the time of binding to the collective bargaining agreement, shall continue to expand the company's premium level with the provisions made in accordance with Flexible Pensions in Service Companies until the company reaches the fully-expanded premium level for Flexible Pensions in Service Companies, as stated in § 3.

Note 1

The fully-expanded level of provision for Flexible Pensions in Service Companies stated in § 3 only deals with the premiums built up in the framework of central agreements struck over Flexible Pensions/part-time pensions.

In addition to what is stated in § 3, the following applies to companies not previously covered by flexible pension systems at the time of binding to the collective agreement:

- At the first salary review after the company has become bound by the collective bargaining agreement, the scope for wage increases is given in accordance with the current wage agreement, as well as any premium provision for Flexible Pensions in Service Companies for the year.
- During the second and up to the fifth year's salary review after the company has become bound by the collective agreement, the scope for wage increases is given in accordance with the current wage agreement, as well as any premium provision for Flexible Pensions in Service Companies in respective years. In addition, which does not cause any deduction from the scope for wage increases, a quarter of the collective premium level for Flexible Pensions in Service Companies that applied at the time of binding to the collective agreement is given at the time of the review.

The company may choose to introduce provision for Flexible Pensions in Service Companies for all salaried employees at the company at a faster rate than stated in this paragraph, which does

not lead to any deduction from the scope for wage increases in the current wage agreement. Nor is it considered as an individual agreement for further provision within the framework of the flexible pension agreement.

Note 2

As regards the business, or part of the business, which is transferred from one employer to another by a transfer of business as referred to in 6b, the Employment Protection Act, the following applies when the acquirer is bound by a collective bargaining agreement for Flexible Pensions in Service Companies and the transferor and acquirer have built up their respective premium levels differently: When the acquirer's collective bargaining agreement becomes applicable to the salaried employees that have been taken over, the premium level for Flexible Pensions in Service Companies as stated in the acquirer's collective agreement applies.

Supplementary premiums to ITP 1

- § 8 The supplementary premium is to be paid at earliest from the month the salaried employee turns 25 and at longest up to and including the month before which the salaried employee turns 65.
- § 9 The supplementary premium is to be calculated on the pensionable salary for pension benefits, in accordance with ITP 1, item 6.

The supplementary premium is charged by Collectum to the employer on the same basis as the basis for the premium to ITP 1.

Supplementary premiums to ITPK and ITP 2

- § 10 The supplementary premium is to be paid for salaried employees born 1978 or earlier and at longest up to and including the month before which the salaried employee turns 65.
- § 11 The supplementary premium shall be calculated on the pensionable salary for pension benefits, in accordance with ITP 2, item 3.

For an employee who has been granted part-time work for the purpose of retirement, even during this period, the employer shall continue to report income based on the previous employment rate.

Note

It is anticipated that an agreement is reached on how to report the variable salary components. Agreement is reached on the basis of the previous employment rate, taking into account actual earnings, new employment rate and any change in the wage system.

- § 12 The employer is entitled to unregister salaried employees on parental leave. Since such a period of leave with parental benefit is pensionable, the Confederation of Swedish Enterprise and PTK recommend employers to continue paying the premiums to ITP 2 during the first eleven months of parental leave. The parties to the agreement are therefore agreed that this recommendation should also apply to supplementary premiums to ITPK.

Payment rules

- § 13 Withdrawal of pension insurance based on the supplementary premiums for Flexible Pensions in Service Companies is made in accordance with the terms and conditions for the withdrawal of ITP 1 and ITPK respectively.
- § 14 Issues regarding the interpretation and application of this agreement shall be dealt with in accordance with the negotiation procedure in the collective bargaining agreement. When it comes to questions where the application follows the ITP plan's rules, interpretation and application of these terms and conditions should take place in the ITP Committee.

Employees without ITP 1 or ITPK

- § 15 For salaried employees who are aged between 25 and 65 and for whom the ITP agreement is or could have been applicable but who do not have any current earning from ITP or ITPK with the employer, the employer reaches individual agreement with the employee on how the provision for Flexible Pensions in Service Companies should be managed, based on current conditions. Such agreement can also be reached between the employer and the local union organization.

§§ 4 and 5 also apply to a salaried employee who has no current earnings from ITP 1 or ITPK at the employer.

Common information

§ 16 To provide support for the administration of Flexible Pensions in Service Companies, the collective parties will produce common information material, which will be distributed to the companies, the elected representatives and the companies' salaried employees.

Agreement on part-time for retirement purposes

This agreement is part of the General Terms of employment

A salaried employee has an enhanced opportunity to apply to the employer to reduce his working hours from the age of 62 in order to make Flexible Pension possible. A prerequisite for an agreement to be reached is that this can be done with reasonable consideration to the requirements and needs of the business.

A salaried employee who wants to use the right to apply shall do so in writing. The employer shall promptly try the application and assess the opportunities to make an agreement on part-time employment.

If the employer and the salaried employee agree that the salaried employee may reduce his hours the employment is, from the time the agreement begins to apply, a part-time employment with the employment rate that follows from the agreement.

If no agreement is reached about reduction of working hours, the employer shall inform the salaried employee and his local union organization (if there is a local club/association at the company) of this and of the reasons why agreement cannot be reached. The union organization can then request both local and central negotiation about the application and the conditions for the application. In the event of negotiation, the salaried employee's application to reduce his working hours is considered to pertain a reduction to 80 %.

If no agreement in the negotiations is reached, the company's assessment continues to apply. The fact that no agreement can be reached cannot be judged legally provided the employer has examined the application and justified his assessment with reference to the requirements and needs of the business.

For a salaried employee who has reached an agreement in accordance with the above regulation and who belongs to ITP 2, the employer

shall continue to report income based on the salaried employee's previous level of employment to Collectum. However, this obligation ceases if the salaried employee takes employment with another company or otherwise engages in business of a financial nature which may give the salaried employee an income.

Preferential right for part-time employees to additional working hours in accordance with § 25 a, the Employment Protection Act (1982:80), does not apply to a salaried employee who has reduced his working hours for retirement purposes.

Note 1

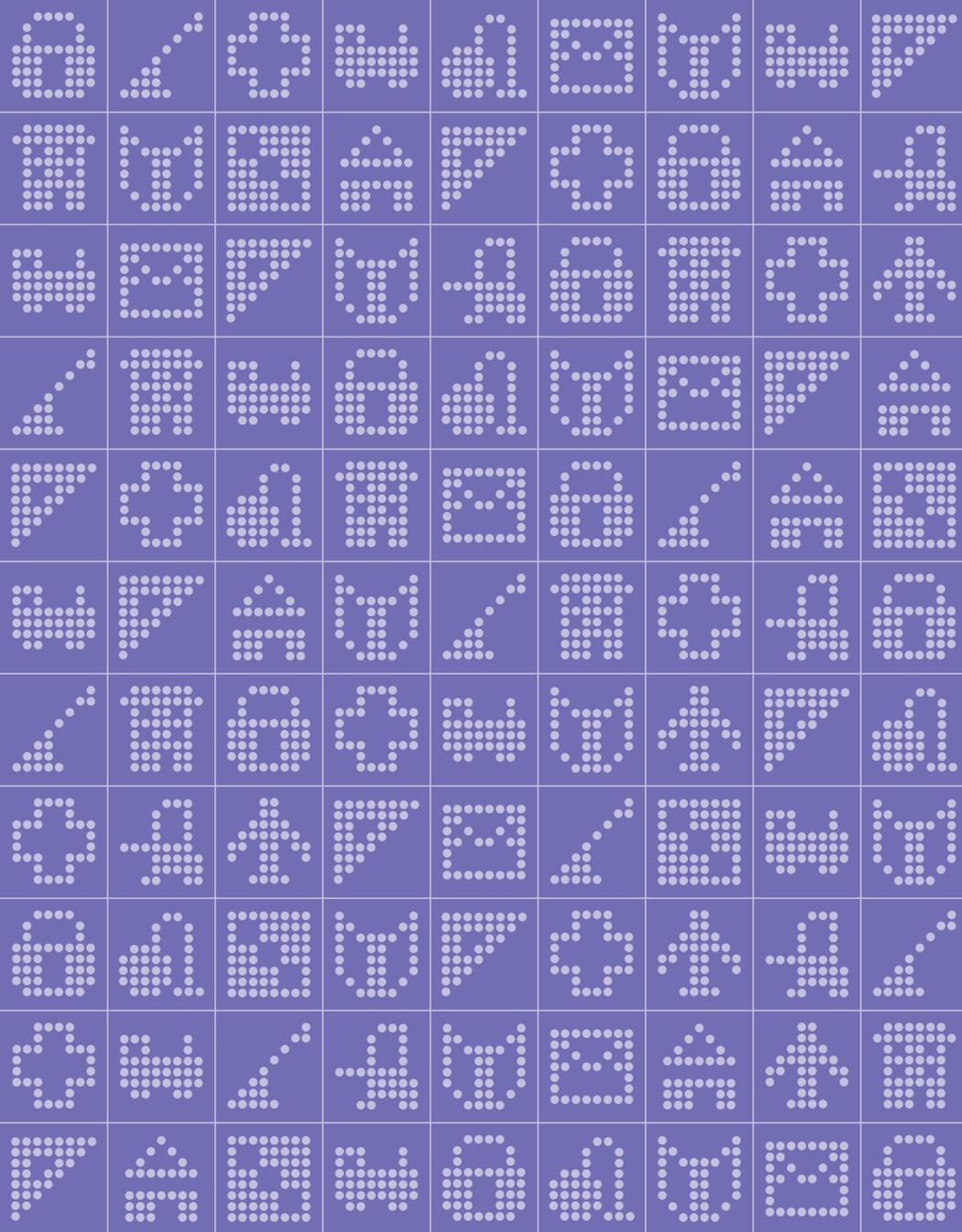
The parties are agreed that the agreement shall be adapted to the statutory rules governing pensions at any time.

Note 2

Regarding variable salary components, it is presupposed that agreement is reached on how these are to be reported. Agreement is reached on the basis of the previous employment level, taking into account actual earnings, new level of employment and any change in the wage system.

The original Swedish wording of the conditions in the agreement shall prevail in case of dispute.

Best nr 6636 1901 applies to the Swedish version



The agreement can be downloaded
in our employers' guide:
Arbetsgivarguiden.se

Order no. 6636 1901

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