Collective Agreement for Salaried Employees between Teknikarbetsgivarna and Unionen, Sveriges Ingenjörer and Ledarna

1 April 2023–31 March 2025

Teknikavtalet Unionen/Sveriges Ingenjörer/Ledarna

In the older agreements, the organisations' previous names or acronyms occur

Sveriges Verkstadsförening (VF) = Teknikarbetsgivarna
Svenska Arbetsgivareföreningen (SAF) = Svenskt Näringsliv
Svenska Industritjänstemannaförbundet (SIF) = Sif = Unionen
Sveriges Arbetsledareförbund (SALF) = Ledarna
Sveriges Civilingenjörsförbund (CF) = Sveriges Ingenjörer

Disclaimer. This is an English translation of Teknikavtalet Unionen/ Sveriges Ingenjörer/Ledarna. It is not a translation which is agreed between the parties of Teknikavtalet. In case of dispute regarding the proper interpretation of these provisions only the Swedish language version will apply.

Contents

List of separate agreements not included in Teknikavtalet Unionen/Sveriges Ingenjörer/Ledarna

Pensions and group life insurance

The agreement of 30 September 1976 between SAF and PTK concerning ITP together with its prolongation dated 29 November 1985 regulates conditions between Teknikarbetsgivarna and the salaried employees' unions. The same applies to the agreement of 19 February 1976 between SAF and PTK on occupational group life insurance.

Security of employment insurance

The agreement of 1 January, 1979 between SAF, LO and PTK concerning AMF insurance policies, together with amendments and supplements adopted later applies between Teknikarbetsgivarna and the salaried employees' unions.

Social security for salaried employees working abroad

On 24 June 1985, SAF and PTK reached an agreement concerning social security for salaried employees serving abroad, which applies between Teknikarbetsgivarna and the salaried employees' unions.

Agreement on industrial development and efficiency

The agreement on industrial development and efficiency applies between Teknikarbetsgivarna and the salaried employees' unions.

Agreement on fees for part-time retirement

Teknikarbetsgivarna and the salaried employees' unions reached an agreement regarding fees for part time retirement in 2013 with amendments entering into force 1 November 2017, 1 November 2020 and 1 April 2023.

Main Agreement on work life security, transition and employment protection

The Main Agreement on work life security, transition, and employment protection as of 22 June 2022 between the Confederation of Swedish Enterprise and the council for negotiation and cooperation PTK is valid between Teknikarbetsgivarna and the white-collar employees' organisations.

Agreement on general conditions of employment

between Teknikarbetsgivarna and Unionen, Sveriges Ingenjörer and Ledarna

Section 1 Scope of this agreement

Subsection 1
This agreement applies to salaried employees who are employed by companies affiliated to Teknikarbetsgivarna, with the additions and exceptions stated in subsections 2-6 below.

The term salaried employee ("employee") in this agreement includes supervisors.

Subsection 2
This agreement does not apply to salaried employees whose position in the hierarchy is higher than 2 in the positions nomenclature.

Subsection 3
This agreement is immediately applicable to salaried employees who have been employed for a fixed term on the basis of section 3, with the exceptions stated in subsections 5 and 6, section 6 subsection 3 Exception 3.

Subsection 4
This agreement does not apply to salaried employees whose employment is a secondary employment, except for the subsections in section 6 which relate to sick pay during the first 14 calendar days of a period of sickness.

Subsection 5
This agreement applies to salaried employees who remain in service at the company after reaching the normal retirement age for the person in question in accordance with the ITP plan with the following restrictions.

– The period of notice is stipulated in section 12, subsection 3:2.

The same applies if a salaried employee has been employed at the company after reaching the normal retirement age at the company in question.

The employer and such salaried employee as is referred to in this subsection may agree that other conditions may also be regulated in a different manner from what is provided in this agreement.

Subsection 6
If a salaried employee travels abroad to work on behalf of the company, the conditions of employment during the stay abroad are regulated either by an agreement between the employer and the employee or by foreign service rules or the like, which apply at the company.

In the case of service abroad the "Agreement on social security for salaried employees working abroad" applies to the salaried employees referred to in the said agreement.

> **Note**
> It is the shared view of the parties that such certain foreign service rules or such agreement between the employer and the employee regulating the terms of employment during the foreign stay, should be in place before the foreign service.

Subsection 7
The employer is entitled to require a salaried employee who is a member of the company's management to not belong to a salaried employees' union whose members are covered by this agreement.

The following are considered members of a company's management.

- Managing directors (presidents, general managers).
- Private secretaries of the above.
- Salaried employees whose duties include acting on behalf of the company in relation to salaried employees on matters pertaining to their conditions of employment.

The conciliation council should settle disputes concerning the scope of this subsection.

Section 2 Salary principles*

Salary setting shall be differentiated according to individual and other circumstances. Salary differentials shall be objectively and well motivated. Salaries shall be set taking into account the responsibility and level of difficulty of the work tasks and the way in which the employee performs these. More difficult work that places greater demand on education, skills, responsibility and competence shall render a higher salary than less demanding work. Regard shall also be paid to the work environment and the conditions for carrying out the job. Market forces also affect salary assessments.

Every employee shall be aware of the basis for setting salaries and what the employee may do in order to increase his salary. Systematic evaluation of work content and personal qualifications provide a good basis for assessment. Theoretical and practical knowledge, judgement and initiative, ability to cooperate and to lead are examples of important factors that should be taken into account in an assessment made by the local parties.

When work requirements are raised through increased experience, more demanding duties, increased authority, greater responsibility, increased knowledge or competence an employee should be able successively to increase his salaries. The system of salaries and salary setting within the companies should be shaped so that it becomes a propelling force for the development of the employee's skills, competence and duties. Salary setting will thus stimulate increased productivity and increased competitive strength. The same salary principles shall apply to all employees.

Discriminating or other factually unmotivated differences in salaries and other employment conditions between employees shall not occur. Ahead of salary negotiations conducted in accordance with the agreement, the local parties shall analyse whether discriminating or other factually unmotivated differences in salaries exist. If these analyses prove that there are unmotivated salary differentials in the company, they shall be adjusted in connection with the salary negotiations.

Section 3 Employment

Subsection 1 Employment until further notice or for a fixed term

Employment of a salaried employee is until further notice unless otherwise agreed according to subsection 2.

* Section 2 is not valid for the agreement between Teknikarbetsgivarna and Ledarna, cf. the Co-operation agreement on page 114

When hiring a salaried employee the employer must give notice of this to the local union branch if such organisation exists at the workplace.

Note
When applying this subsection, local union branch refers also to other local union representative employed with the company, so called contact person.

Subsection 2 Fixed term employment

Fixed term employment where this agreement is applicable must be entered into only with application of this agreement, which in its entirety replaces the rules regarding fixed term employment in the Employment Protection Act.

Employment for a fixed term must be in writing.

Note
There may be various reasons to use fixed-term employments. Examples are substitute employments, projects limited in time and probationary employments to try qualifications or suitability.

Employment for a fixed term, shorter than one month, of youths of school age, students or salaried employee who has reached the normal retirement age for the person in question in accordance with the ITP plan may be entered into orally.

Employer and employee may agree on a fixed-term employment for at least one month and at the most 24 months of employment over a three-year period. Regarding youths of school age, students or salaried employees who have reached the normal retirement age for the person in question in accordance with the ITP plan and salaried employees employed after having reached the retirement age applied at the company, agreement may be reached also regarding fixed term employment shorter than one month.

Up until the point when the employee has an aggregate length of employment at the company of six months, the employee or the employer may end the fixed-term employment by notifying the other party in writing. The employment ceases one month after the written notice. After six months of aggregate length of employment, a fixed term employment is valid for the agreed time unless the employer and employee specifically agree that the employment may be terminated prematurely. In cases where a fixed term employment may be terminated prematurely the parties may not agree on a shorter notice period than what is stated in section 12.

With support of a local agreement employer and employee may agree on a fixed term employment whereby the employee will be employed for a fixed term for more than 24 months over a three-year period. If there is no local union branch employer and employee may agree on such longer fixed-term employment without support from agreement with the employees' organisation. However, the employees' organisation must be informed of every such employment.

Note
If the employees' organisation considers that the possibility to employ for a fixed term according to the last paragraph is abused, the organisation may request local and central negotiations in the matter. If the dispute is not resolved the company in question must, for the future, apply the same rules as for companies with a local union branch.

As regards Sveriges Ingenjörer, by "local union branch" is meant Sveriges Ingenjörer's local union branch at the company.

Subsection 3 Priority right to and order of priority at re-employment

According to statutory law there is a priority right to re-employment; this has the following collective agreement regulation. A priority right to re-employment requires that the employee has been employed by the employer for more than twelve months during the last three years. The priority right applies until nine months have passed from the date the employment ceased on account of shortage of work.

In connection with re-employment of salaried employee(s) whose employments have been terminated due to a shortage of work, or whose fixed term employment have not been renewed, the local parties may, when the notice is issued or prior to the re-employment, reach an agreement which departs from the rules in Section 25-27 in the Employment Protection Act on the order of re-employment, in accordance with provisions of section 12, subsection 2.

In the event of conflict between the rules in Sections 25-27 of the Employment Protection Act and the requirement for a local agreement in accordance with section 3 subsection 2, a priority right can not be asserted if the conflict is due to the employees' side not being willing to reach such an agreement.

Subsection 4 Collectively agreed part time for retirement purpose

Mom 4:1 Part time for retirement purpose (Part time retirement)

A salaried employee may apply for right to part time retirement from the month the employee turns 61 years of age.

If part time retirement is granted the employment is, from when the part time retirement takes effect, a part time employment with the degree of work that follows from the part time retirement.

When granting part time retirement the employer shall, for salaried employes covered by ITP 2, continue to report income based on the salaried employee's previous degree of work.

Right of priority for employment with a higher degree of work according to the Employment Protection Act Section 25 a does not apply to salaried employees with part time employment by part time retirement according to this agreement.

Note
The parties agree that the agreement is to be adjusted to applicable statutory regulations regarding retirement, eg. tax rules regarding payment from retirement insurance.

Subsection 4:2 Application and notice

The salaried employee shall apply for part time retirement with the employer in writing six calendar months before part time retirement is to take effect. The application must clearly state the intended remaining degree of work.

At the same time as the application is handed to the employer the employee shall also notify the local union branch.

No later than two months after the employer has received the application the employer must reply in writing to the salaried employee and the local union branch as to whether the application has been granted or not, unless the employer and salaried employee have agreed on a postponement of reply. Not answering within the stated time is a violation of a rule of order and does not have the effect that the application is deemed to have been granted. Unless the application is granted at a later stage, the employer, if the occasion arises, must pay SEK 2 000* for the violation of the rule of order to the employee in question.

The employer may deny the application if the granting of the application, after an objective evaluation, would constitute a considerable obstacle to the operations.

* The amount will be calculated upwards from 2014 according to the Swedish Consumer Price Index.

Subsection 4:3 Negotation and dispute

If the application has been denied and the salaried employee wishes to have his application tried according to the negotiotiating procedure the salaried employee must notice the local union branch, which will have to request local negotiation. The dispute will then be treated as concerning part time retirement with an 80 per cent degree of work and is to be treated according to the Teknikarbetsgivarna - Unionen and Sveriges Ingenjörer* negotiating procedure in the following manner.

The issue of whether part time retirement is to be granted or not may be tried in local negotiations and thereafter, if the issue is not resolved, finally in central negotiations.

If the parties neither in local nor in central negotiations reaches agreement regarding the issue of wether part time retirement according to this agreement may be granted without a considerable obstacle to the operations, the local union branch shall, if the salaried employee wishes to pursue the issue, request local negotiations with claims for the employer to pay damages for wrongful application of the agreement.

Section 4 General rules of conduct

Subsection 1

The relationship between employer and employee is based on mutual loyalty and confidence. Employees must observe discretion on matters pertaining to the company's affairs, such as pricing, designs, experiments and investigations, operating conditions, business circumstances, etc.

Subsection 2

Employees may not carry out work or engage directly or indirectly in economic activities on behalf of a company that competes with the employer. Nor may an employee accept contracts or engage in activities, which can have a detrimental effect on his work on behalf of the employer.

If an employee intends to accept a contract or subsidiary employment of a more extensive character, he should therefore consult with the employer first.

Subsection 3

An employee is entitled to accept elected positions at central government, local government and union level.

* For members of Ledarna the treatment is according to the Co-operation Agreement Teknikarbetsgivarna - Ledarna.

Section 5 Annual leave

Subsection 1 General provisions

Annual leave is regulated by law with the additional provisions in subsections 2, 3, 5:1-5:2, 6, 7 and 8 and the exceptions in subsections 4 and 5:3. Exceptions are made only when they are explicitly stated in the subsections mentioned.

Subsection 2 Rescheduling of leave year and/or qualification year

The employer and the individual employee or the local salaried employees' party may reach an agreement to reschedule the leave year and/or qualification year.

Subsection 3 Length of annual leave, etc.

Subsection 3:1

Pursuant to agreement between the employer and the employee in accordance with section 7, subsection 1, the employee may, instead of 25 days of annual leave receive three or five days of leave over and above the statutory annual leave.

> **Note**
> By leave days is meant both paid and unpaid days of annual leave. For employees with more than 25 days of annual leave, the number of days with pay is determined in accordance with the principles outlined in section 7 of the Annual Leave Act.

Subsection 3:2

Annual leave, which in the individual case contain more days than stipulated in this agreement, on account of a collective or individual agreement, should not suffer any deterioration as a result of this agreement.

However, this guarantee rule does not apply in cases where, in accordance with section 7, subsection 1:1, second paragraph, an employee has received a longer annual leave instead of special overtime compensation or no longer has to perform preparatory or completion work in accordance with the provisions of section 7, subsection 1:2.

If at any company, in accordance with the regulations for salaried employees applying before this agreement was reached, a longer annual leave is taken in days per year than prescribed here, the coming into effect of this agreement does not as such give rise to any alteration in the annual leave rules in the said regulations.

If the question of changing the annual leave rules in the applicable regulations arises at a company, the salaried employees' party should be informed of this and, before a decision is reached, negotiations should take place, should the salaried employees' party so wish.

Subsection 3:3

For a promoted or newly appointed salaried employee at a company, the time during which the employee was employed at the company in this or any other capacity at the company or, in the case of a group of companies at another company being a member of the group, is also included in the qualification year in accordance with the Annual Leave Act.

Subsection 4 Holiday pay, holiday compensation, etc

Subsection 4:1

Holiday pay consists of the current monthly salary and holiday supplements during the annual leave, as below.

For salaried employees who receive a weekly salary, the monthly salary is calculated as 4.3 times the weekly salary.

Holiday supplements for each paid day of annual leave comprises

- 0.8 per cent of the employee's current monthly salary.

  By monthly salary is meant in this context the fixed, cash salary per month and any fixed salary supplements per month (such as fixed shift, on call, preparation, overtime and travel supplements, guaranteed minimum commission, and the like).

  For changes in degree of employment, see subsection 4:4.

- 0.5 per cent of the sum of the variable salary components paid during the qualification year.

  By variable salary component is meant in this context

  – commission, performance-related payment, bonus, or similar variable salary component

  – salary incentive

– shift, on call, stand-by and inconvenient hours compensation or similar variable salary component, to the extent that it is not included in the monthly salary.

To "the sum of the variable salary components paid during the qualification year" should be added an average daily income from variable salary components for each calendar day (whole or part) with absence qualifying for holiday pay. This average daily income is calculated by dividing the variable salary component paid during the qualification year by the number of days of employment (defined in accordance with section 7 in the Annual Leave Act), excluding days of annual leave and whole calendar days with absence qualifying for holiday pay during the qualification year.

With regard to shift, on-call, stand-by and inconvenient hours compensation and the like, such compensation shall not be included in the average calculated as above if, during the qualification year, the employee has received such compensation for no more than 60 calendar days.

Notes

1. The 0.5 per cent holiday supplement is based on the assumption that the employee has earned paid annual leave in full. If this is not the case the holiday supplement is adjusted by multiplying 0.5 per cent by the number of annual leave days to which the employee is entitled in accordance with subsection 3 and dividing the result by the number of paid annual leave days the employee has earned.

2. In this context, commission, performance-related pay, bonus and the like mean such variable salary components as are directly related to the employee's personal work input.

3. As regards overtime compensation, compensation for excess hours in cases of part-time employment (compensation for additional hours), and compensation for travelling time the divisors in section 7, subsections 3:2 and 4:1 and in section 8, subsection 3 have been adjusted to include holiday pay.

Subsection 4:2

Holiday compensation is calculated as 4.6 per cent of the relevant monthly salary per unused paid leave day plus holiday supplement calculated in accordance with subsection 4:1. Holiday compensation for a saved day of annual leave is calculated as if the saved day was taken during the leave year in which the employment ceased. For changes in degree of employment, see subsection 4:4.

Subsection 4:3
For each day of unpaid annual leave taken a deduction is made from the employee's monthly salary of 4.6 per cent of the current monthly salary.

For the concept of monthly salary, see subsection 4:1.

Subsection 4:4
If, during the qualification year the employee has had a different degree of employment than at the time of the annual leave, the monthly salary at the time of the leave shall be adjusted on a pro rata basis to his full regular working hours at the work place during the qualification year.

If the degree of employment has changed during a current calendar month, the degree of employment that applied to the majority of the calendar days in the month shall be used for this calculation.

For the concept of monthly salary, see subsection 4:1.

Subsection 4:5
The following rules apply to the disbursement of holiday pay.

Main rule
The holiday supplement of 0.8 per cent is paid on the regular pay disbursement date in connection with or immediately after the annual leave.

The holiday supplement of 0.5 per cent is paid by no later than at the end of the leave year.

Exception 1
If the employee's pay to a significant extent consists of a variable salary component he is entitled, at the time of the regular pay disbursement in connection with the annual leave, to be paid the holiday supplement estimated by the employer in respect of the variable salary component on account. The employer must pay any holiday supplement remaining after the calculation in accordance with subsection 4:1 by no later than the end of the leave year.

Exception 2
If an agreement is reached that the leave year and the qualification year coincide, the employer may disburse so called remaining holiday pay in respect of the variable salary component on the first regular pay disbursement occasion at which regular pay disbursement procedures can be applied immediately after the expiry of a leave year.

Subsection 5 Saving annual leave days

Subsection 5:1
If an employee is entitled to more than 25 paid days of annual leave, the employee is also entitled, subject to agreement with the employer, to save these excess days, provided that he does not take out previously saved annual leave days in the same year.

The employer and the employee must reach an agreement on how the above saved annual leave days shall be used with regard to the leave year and their disposition during that year.

Subsection 5:2
Saved days of annual leave shall be taken out in the order they were saved. Statutory leave days that are saved must be used before leave days saved during the same year in accordance with subsection 5:1.

Subsection 5:3
Holiday pay for saved days of annual leave is calculated in accordance with subsection 4:1 (excluding note 1). However, when calculating the 0.5 per cent holiday supplement, all absence during the qualification year, excluding the regular annual leave, should be treated in the same way as absence qualifying for holiday pay.

Subsection 6 Annual leave for new employees
If a newly recruited salaried employee's paid days of annual leave do not cover the company's main annual leave period, or if the employee otherwise wishes to take a longer annual leave than the number of leave days, the employer and the employee can agree on leave of absence or paid leave for the necessary number of days.

Agreements on leave of absence or paid leave must be in writing.

In the case of paid leave, the following applies. If the employee's employment ceases within five years from the first day of employment, a deduction will be made from the accrued pay and/or holiday compensation in accordance with the same provisions as in the case of leave of absence, but based on the salary which applied at the time of the leave. This deduction will not be made if the employment was terminated on account of

1. the employee's sickness

2. the condition referred to in Section 4, third paragraph, first sentence of the Employment Protection Act (1982:80), or

3. the employer's giving notice of termination of employment for any reason not applicable to the employee personally.

Note
If the employee has received more paid annual leave days than correspond to his earned entitlement and a written agreement as above has not been reached, the rules regarding advance payment of holiday pay in section 29, third paragraph in the Annual Leave Act apply.

Subsection 7 Coinciding qualification year and annual leave year

When introducing coinciding qualification year and annual leave year, the qualification period and annual leave period shall not be shorter than twelve months.

In the application of coinciding qualification and annual leave year, the following applies.

When qualification and annual leave year coincide, paid holiday pay shall be regarded as payment on account and shall be deducted both from payment in lieu of vacation as well as from salary. An employee who has received more paid days of annual leave than has been qualified for shall repay the vacation pay/supplement that has been paid in excess.

The equivalent salary correction is made if the service grade has been changed during the vacation year.

Deduction shall not be made if the employment has ceased due to

1) the employee's sickness or

2) circumstances as referred to in section 4 third paragraph first sentence in the Employment Protection Act or

3) notice of termination by the employer due to circumstances that are not related to the employee personally.

Subsection 8 Certificate of annual leave taken

For certificate of annual leave taken in connection with termination of employment, see section 12, subsection 3:9.

Subsection 9 Annual leave for intermittent part-time employees

If a salaried employee is employed part time and the applicable working hours schedule means that he does not work every day of every week (intermittent part-time employment) the following rules apply. The number of gross annual leave days in accordance with subsection 3 to be taken during the leave year are divided pro rata in relation to the proportion of the regular working hours, which apply to full-time salaried employees in corresponding positions worked by the employee in question. The number of leave days thus arrived at (net annual leave days) will be taken on days that would otherwise have been the employee's working days.

If both paid leave days (regular annual leave days and saved annual leave days) and unpaid leave days are to be taken during the leave year they will be taken pro rata and individually in accordance with the following formula

$$\frac{\text{number of working days per week}}{5} \times \text{number of gross annual leave days to be taken}$$

= number of annual leave days to be taken on the employee's working days (net annual leave days).

If, in this calculation a fraction arises it is to be rounded up to the nearest whole number.

By "number of working days per week" is meant the number of days, which, according to the working hours schedule applicable to the employee, are working days during weeks without public holidays as an average per four-week period (or other period which covers a full work cycle).

If, according to his working hours schedule, the employee is to work both whole days and parts of days during the same week the part of a day worked will in this context be regarded as a whole day. When the annual leave is arranged for such an employee a whole leave day is also consumed for the day when the employee would only have worked for part of the day.

Example

Employee's part-time working is arranged on the following average number of working days per week	Number of net annual leave days (25 days of gross annual leave)
4	20
3.5	18
3	15
2.5	13
2	10

If the employee's working hours schedule is altered so that the "number of working days per week" is changed, the number of unused net annual leave days is adjusted to correspond to the new working hours schedule.

The calculation of holiday supplement, holiday compensation, and salary deduction (for unpaid annual leave) is done on the basis of the number of gross annual leave days.

Section 6 Sick pay, etc.

Subsection 1 Right to sick pay, reporting sickness to employer and the Social Insurance Office

Salaried employees are entitled to sick pay in accordance with the provisions of this section. In other regards, the Sick Pay Act applies.

When an employee becomes sick and consequently cannot perform his duties, he must notify the employer as soon as possible. The employee is not entitled to sick pay for the period before such notification has been provided. In the event of unavoidable grounds preventing such notification, the said notification must be given as soon the grounds no longer exist.

The employee must also inform the employer of when he expects to be able to return to work.

The same applies if the employee becomes unable to work on account of an accident or occupational injury or must stay away from work on account of the risk of spreading an infection and is entitled to compensation pursuant to the Act concerning Compensation for Carriers of Infections.

Subsection 2 Medical certificates and written assurance

The employee must provide the employer with a written assurance that he has been sick and to what extent he could not work on account of the sickness. The employee is not entitled to sick pay before this assurance has been provided.

Should the employer or the Social Insurance Office so request, the employee must also verify the sickness with a medical certificate indicating the incapacity to work and the duration of the period of sickness in order to be entitled to sick pay. The employer may nominate a particular doctor to issue such a medical certificate. As of, and including the eighth calendar day, the employee must always verify sickness with a medical certificate.

The employee is not entitled to sick pay if he provides incorrect or misleading information about circumstances of significance for entitlement to sick pay.

Note
The parties note that it is in the common interest of the employer and the employee, for purposes of rehabilitation, to clarify as soon as possible the reasons for the incapacity to work. This applies particularly to recurrent cases of ill health.

Subsection 3 Duration of the sick pay period

Main rule
If, according to the rules in this agreement the employee is entitled to sick pay the employer must disburse such pay to him

- for group 1: up to and including the 90th calendar day of the period of sickness
- for group 2: up to and including the 45th calendar day of the period of sickness.

An employee belongs to group 1

- if he has been employed by the employer for at least one year without interruption, or
- if he has transferred directly from an employment where he was entitled to sick pay for at least 90 days.

All other salaried employees belong to group 2.

Exception 1
If during the previous 12 months, calculated from the beginning of the period of sick pay in question, the employee has received sick pay from the employer so that the number of days of sick pay including the sick pay days during the period of sick pay in question amounts to at least 105 for group 1 and to at least 45 for group 2 respectively, the right to sick pay for cases of sickness expires after the 14th calendar day of the period of sick pay.

By days of sick pay is meant days with deduction for sickness as well as non-working days which occur during a period of sickness.

Exception 2
If payment to the employee of a sick pension in accordance with ITP begins, the right to sick pay ceases.

Exception 3
An employee who is employed for a fixed term less than one month, does not become entitled to sick pay until after he has taken up the employment and then been employed for at least 14 calendar days before the sickness occurred.

Subsection 4 Amount of sick pay
The sick pay the employer must pay the employee is calculated by making a deduction from the salary as follows.

Subsection 4:1
Sickness up to and including the 14th calendar day of the sick pay period.

In case of absence due to illness, a salary deduction shall be made for each hour as follows.

$$100\ \% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$$

In case of absence due to illness, the average sick pay per week shall be calculated as follows.

$$80\ \% \times \frac{\text{monthly salary} \times 12}{52}$$

The qualifying deduction shall be 20 per cent of the average sick pay per week.

If the qualifying deduction exceeds the salary deduction that should be made for absence due to illness, the sick pay shall be SEK 0. Absence due to illness cannot lead to a liability for the employee in relation to the employer.

If the sick leave lasts longer than 20 per cent of the average regular weekly working hours, sick pay is paid per hour as follows

$$80\ \% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$$

In case of employees who regularly work other working hours than daytime, 80 per cent of the inconvenient working hours supplement is paid as sick pay. This applies for sick leave that lasts longer than 20 per cent of the average regular weekly working time.

Note 1
If a new period of sickness begins within five calendar days of the expiry of an earlier period of sickness, this is regarded as a continuation of the first period of sickness.

Note 2
If the employee, during the last 12 months, counting from the beginning of the current sick pay period, has had ten qualifying deductions as described above, no further qualifying deductions should be made.

Note 3
For an employee who, according to a decision by the Swedish Social Insurance Agency, is covered by special high-risk protection for medical reasons, no qualifying deduction will be made.

Note 4
Monthly salary = the current monthly salary. (In the case of salaried employees receiving weekly salary the monthly salary is calculated as 4.3 times the weekly salary).

By monthly salary in this subsection is meant:

- The fixed monthly cash salary plus any fixed salary supplements per month (such as fixed shift or overtime supplement).

- The estimated average income per month from commissions, bonuses, incentive pay, or similar variable salary components. In the case of an employee who is paid to a significant extent in the form of the above types of

salary, an agreement should be reached concerning the amount of salary from which the sick deduction is to be made.

By **weekly working hours** is meant the number of working hours per week without public holidays for the individual employee, taking into account the right to compensation leave in accordance with section 2 in the Working hours agreement. If the employee has irregular working hours, his weekly working hours are calculated as an average per month or some other work schedule cycle.

Weekly working hours are calculated to no more than two decimal places, with 0-4 being rounded down and 5-9 being rounded up.

If the working hours vary at different times of the year, they are calculated as an average per week without public holidays per year.

Subsection 4:2
Sickness **from the 15th** calendar day inclusive:

For each day of sickness (including non-working weekdays, Sundays and public holidays) a sick deduction **per day** is made as follows.

For employees with a salary of up to SEK 43 750 per month

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

For employees with a salary above SEK 43 750 per month

$$80\ \% \times \frac{10 \times \text{price base amounts}}{365} + 10\ \% \times \frac{\text{monthly salary} \times 12}{365}$$

Note 1
The stated monthly salary limit is 10 x the current price base amount divided by 12. The price base amount for 2023 is SEK 52 500 and the salary limit for 2023 is therefore SEK 43 750.

Note 2
Monthly salary is defined in subsection 4:1, note 4.

Note 3
In the event of a change in salary, the sickness deduction is made on the basis of the old salary until the day the employee is informed of his new salary.

Note 4
The sickness deduction per day may not exceed

$$\frac{\text{fixed cash monthly salary x 12}}{365}$$

The monthly salary = the current monthly salary. (For salaried employees paid a weekly salary, the monthly salary is calculated as 4.3 times the weekly salary).

For the application of this limitation rule, the following items are treated in the same way as monthly salary

- fixed salary supplements per month (e.g., fixed shift or overtime supplements)
- such commissions, bonuses or the like which are earned during the period of sick leave without having any direct connection with the personal work input of the employee
- guaranteed minimum commissions or the like.

Subsection 5 Certain co-ordination rules

Subsection 5:1
If, on account of an occupational injury the employee draws an annuity instead of sickness benefit and does so during a period when he would have been entitled to sick pay, the sick pay paid by the employer is not calculated in accordance with subsection 4 but consists instead of the difference between 90 per cent of the monthly salary and the annuity.

Subsection 5:2
If the employee is paid compensation via another insurance scheme than ITP or occupational injury insurance (TFA) and the employer has paid premiums for this insurance the sick pay will be reduced by the amount of compensation.

Subsection 5:3
If the employee receives other compensation from the government than from the Social Insurance Office, occupational injury insurance or pursuant to the Act concerning State Cover for Personal Injury the sick pay will be reduced by the amount of compensation.

Subsection 6 Restrictions in the right to sick pay

Subsection 6:1
If, at the time of employment an employee has failed to disclose that he is suffering from a certain sickness, he is not entitled to sick pay after the 14th calendar day of the sick pay period in the event of incapacity to work due to the sickness in question.

Subsection 6:2
If, at the time of employment the employer has requested a certificate of good health from the employee, but the employee owing to sickness has not been able to provide one, the employee is not entitled to sick pay after the 14th calendar day of the sick pay period in the event of incapacity to work due to the sickness in question.

Subsection 6:3
If the employee's sickness benefits have been reduced pursuant to the National Insurance Act, the employer should reduce the sick pay pro rata.

Subsection 6:4
If the employee has been injured in an accident caused by a third party and compensation is not paid under the occupational injury insurance (TFA), the employer must pay sick pay only if, or to the extent, the employee cannot obtain damages for loss of earnings from the party responsible for the injury.

Subsection 6:5
If the employee has been injured in an accident during employment for another employer or while working for his own business, the employer is only obliged to pay sick pay after the 14th calendar day of the sick pay period if he has specifically undertaken to do so.

Subsection 6:6
The employer is not obliged to pay sick pay after the 14th calendar day of the sick pay period

- if the employee has been exempted from sickness insurance benefits pursuant to the National Insurance Act, or
- if the employee´s incapacity to work is self inflicted, or
- if the employee has been injured as a result of acts of war, except where otherwise agreed.

Notes

1. Regarding the restriction in the right to sick pay on account of sick pension, see subsection 3, exception 2.

2. Regarding the restriction in the right to sick pay on account to certain coordination rules, see subsection 5.

Subsection 7 Parental pay

Parental pay is paid according to the following rules unless the local parties agree otherwise.

Subsection 7:1

An employee who is on leave of absence on account of pregnancy or in connection with giving birth, adopting or receiving a child with the intention of adopting it and who is entitled to parental or pregnancy benefit is entitled to receive parental pay from the employer if the employee has been employed by the employer for at least one whole year.

Parental pay is paid for one continuous period of absence only. Should the leave of absence become shorter than one or six months respectively, the parental pay is not paid for any period longer than the period of leave taken.

Parental pay on account of pregnancy or giving birth is not paid for leave taken out after the child has reached the age of 18 months. Leave on account of adoption or receiving a child with the intention of adopting it gives the right to parental pay only if it is taken out within 18 months from the adoption or reception of the child.

Subsection 7:2

a) If an employee has been employed for at least **one but less than two years in succession,** the employer pays parental pay consecutively for up to two months.

If an employee has been employed **for two years in succession or more,** the employer pays parental pay consecutively for up to six months.

b) Monthly parental pay is

$$\text{monthly salary - 30 x 90 \% x } \frac{\text{monthly salary x 12}}{365}$$

For employees with a monthly salary in excess of SEK 43 750 monthly, parental pay is instead

$$\text{monthly salary} - 30 \times 80\,\% \times \frac{10 \text{ price base amount}}{365} - 30 \times 10\,\% \times \frac{\text{monthly salary} \times 12}{365}$$

Note
The monthly salary limit stated here is 10 x current price base amount divided by 12. The price base amount for 2023 is SEK 52 500 and the salary limit for 2023 is therefore SEK 43 750.

Subsection 7:3
Disbursement of parental pay is made at the time of regular salary disbursement for the time parental pay is paid.

Subsection 7:4
Parental pay is not paid if the employee is excluded from parental benefit pursuant to the National Insurance Act. If this benefit has been reduced, parental pay will be reduced pro rata.

Subsection 7:5
Parental pay for part of a month is paid in proportion to the shorter period.

Subsection 8 Leave with temporary parental benefit
In the event of leave with temporary parental benefit a deduction is made for each hour of absence of

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

In the event of absence for a full calendar month the employee's full monthly salary is deducted.

Subsection 9 Other rules

Subsection 9:1
If the employee has to stay away from work on account of the risk of transmitting an infection and is entitled to benefit for carrying an infection, the following applies:

Absence up to and including **the 14th calendar day**

For each hour of absence a deduction is made of

$$\frac{\text{monthly salary x 12}}{\text{52 x weekly working hours}}$$

For the terms weekly working hours and monthly salary, see subsection 4:1.

As of and including the 15th calendar day the deduction is made in accordance with subsection 4:2.

Section 7 Overtime compensation

Subsection 1 The right to special overtime compensation

Subsection 1:1
Salaried employees are entitled to special overtime compensation except where otherwise agreed in accordance with the second paragraph in this subsection.

The employer and the employee may reach an agreement that special compensation for overtime working will not be paid since a higher salary and/or five or three annual leave days over and above the statutory annual leave compensate for the overtime working.

Such agreements will apply to employees in managerial positions or employees who have uncontrollable working hours or who are free to decide on the disposition of their own working hours. In other cases special reasons must exist. The agreement should relate to a period of one leave year, except where otherwise agreed by the employer and the employee.

Note
If, after having made an agreement in accordance with this subsection, second paragraph, the employee finds that the time worked considerably deviates from the conditions that the agreement is based on, the employee is free to discuss this with the employer.

The same applies for an employee that experience health issues that clearly can be connected to the amount the employee works. In the latter case the employee should be offered health examination in connection to these discussions.

By "uncontrollable working hours" is meant that there are no practical means of recording working hours in a suitable way, e.g. because the employee works to a considerable degree outside the employer's premises or else at different locations. Examples of this may be when work is carried out in the home and salesman work.

Subsection 1:2
If the employer and the employee have explicitly agreed that the employee is to carry out daily preparation and completion work of at least 12 minutes, and the fixing of the salary does not take this into account, the employee must be compensated for this by receiving three annual leave days over and above the statutory annual leave.

Subsection 1:3
If an agreement has been reached in accordance with subsection 1:1 second paragraph or subsection 1:2, the employer must notify the local union organisation concerned.

After such notification, the employer shall state the reasons for the agreement, should the local union branch so request.

Subsection 2 Conditions for special overtime compensation

Subsection 2:1
By overtime working involving the right to overtime compensation is meant work performed by the employee in addition to the duration of the regular daily working hours applicable to him, if

– the overtime work was ordered in advance, or

– where it was not possible to order it in advance, the overtime work was agreed to later by the employer.

Regarding part-time work, see subsection 4.

Subsection 2:2
Overtime does not include time spent on carrying out preparation and completion work necessary and normal for the employee's position.

Subsection 2:3
When calculating the duration of the overtime work performed, only completed half hours are included.

If overtime work has been performed both before and after regular working hours on any one day, the two periods of overtime are added up.

Subsection 2:4
If an employee is instructed to perform overtime work at a time, which is not a direct continuation of his regular working hours, overtime compensation is paid as if the overtime had been carried out for at least three hours. This however, does not apply if the overtime is separated from regular working hours only by a break for a meal.

Subsection 2:5
If the employee appears for overtime work in accordance with subsection 2:4, and thereby incurs travel costs, the employer must reimburse such costs.

This also applies to salaried employees who, in accordance with subsection 1, are not entitled to special compensation for overtime work.

Subsection 2:6
If the regular daily working hours are shortened for a certain part of the year (e.g. summer) without any corresponding prolongation at some other time of the year the following applies. The overtime work, which has been performed during the part of the year when working hours were shortened, will be calculated on the basis of the longer daily working hours (that apply for the rest of the year).

Subsection 3 Amount of overtime compensation

Subsection 3:1
Overtime working is compensated for either in money (overtime compensation) or, should the employee so wish and the employer after consultation with the employee agrees that this can be done without any inconvenience to the activities of the company, in the form of time off (compensatory leave).

When the employer and the employee consult on this, consideration should be given, as far as is possible, to the wishes of the employee regarding when compensatory leave will be taken.

Subsection 3:2
Overtime compensation per hour is paid as follows:

a) for overtime work between 06.00 and 20.00 Mondays-Fridays without public holidays

$$\frac{\text{monthly salary}}{94}$$

b) overtime worked at other times

$$\frac{\text{monthly salary}}{72}$$

Concerning holiday pay, see section 5, subsection 4:1, note 3.

Note
Overtime working on weekdays when the individual employee would not have worked, and on Midsummer, Christmas and New Year's Eve are on a par with overtime worked at "other times".

Where salaried employees in production are requested to follow the schedule for collective production overtime the divisor 94 is replaced by 87 for overtime which is worked on Mondays-Fridays without public holidays, and the divisor 72 by 68 for overtime worked at other times.

By monthly salary in this subsection is meant the employee's current fixed cash monthly salary. For salaried employees paid a weekly salary the monthly salary is calculated as 4.3 times the weekly salary.

Compensation for overtime work as referred to in a) is provided at a rate of 1 1/2 hours and for overtime work as referred to in b) at 2 hours for each hour of overtime.

Subsection 4 Excess hours in connection with part-time working (additional hours)

Subsection 4:1
If a part-time employee has worked for more than the duration of the regular daily working hours applying to his part-time employment (additional hours), compensation is paid per excess hour at a rate of

$$\frac{\text{monthly salary}}{3.5 \text{ x weekly working hours}}$$

Regarding holiday pay, see section 5, subsection 4:1, note 3.

By monthly salary here is meant the employee's current fixed cash monthly salary.

By working hours here is meant the part-time employee's working hours per week without public holidays calculated as an average per month. In calculating the number of excess working hours only full half hours are taken into account.

If the additional work was performed before and after the regular working hours for the part-time employment in question on any one day, both the periods of time will be added up.

Subsection 4:2
If the additional work takes place before or after the time, which applies for the disposition of regular daily working hours for full-time employment for the corresponding position at the company, overtime compensation is paid in accordance with subsections 1-3.

When divisors in subsection 3 are used, the employee's salary is adjusted upwards to the salary corresponding to full regular working hours.

Section 8 Compensation for travelling time

Subsection 1 Entitlement to compensation for travelling time
Employees are entitled to compensation for travelling time in accordance with the following main rule and exceptions.

Main rule
- An employee who is entitled to special compensation for overtime is also entitled to compensation for travelling time in accordance with subsections 2 and 3 below.

- An employee who is not entitled to special compensation for overtime is entitled to compensation for travelling time in accordance subsections 2 and 3 below, provided the employer and the employee have not agreed that the employee be exempted from the rules concerning travelling time compensation.

Exceptions
- The employer and an employee may reach an agreement that compensation for travelling time be paid in another way; for example, the existence of travelling time will be taken into account when fixing the salary.

- Employees having a position which normally involves travelling on duty to a large extent, such as travelling salesman, service technician or similar, are entitled to compensation for travelling time only if the employer and the employee have reached an agreement on such.

Subsection 2 Conditions for compensation for travelling time

By travelling time involving entitlement to compensation is meant the time spent on the actual journey to the destination in connection with a requested business journey.

Travelling time which falls within the time of the employee's regular daily working hours is regarded as working hours. In the calculation of travelling time only business journeys outside of the employee's regular working hours are included.

When calculating travelling time only full half hours are included.

If the travelling time falls both before and after regular working hours on any one day both periods of time will be added up.

If the employer has defrayed the cost of a sleeping-berth on a train or boat during the trip or part of the trip, the time between 22.00 and 08.00 will be exempt from compensation.

By travelling time is also meant the normal time spent when the employee on a business journey himself drives a car or other vehicle, regardless of whether it belongs to the employer or not.

A journey is regarded as having commenced and finished in accordance with the rules applying to the calculation of travel expenses or the equivalent at the company in question.

Subsection 3 Amount of compensation for travelling time

Compensation for travelling time is paid at an hourly rate of

$$\frac{\text{monthly salary}}{240}$$

except when the journey was undertaken during the period between 18.00 on a Friday and 06.00 on a Monday, or between 18.00 on a non-working day before a public holiday eve or public holiday and 06.00 on the day after the public holiday, where the compensation is

$$\frac{\text{monthly salary}}{190}$$

Regarding holiday pay see section 5 subsection 4:1, note 3.
Regarding the concept of montly salary see section 7, subsection 3:2.

When these divisors are used, a part-time employee's salary must first be adjusted upwards to the salary corresponding to full regular working hours.

Section 9 Salary for part of a pay period

If an employee begins or ends his employment during the course of a calendar month, the salary for that month is calculated in the following way:

One day's salary is paid for each calendar day of employment. For the concept of one day's salary (as well as for monthly salary) see section 10, subsection 2:2.

Section 10 Compassionate leave, leave of absence and other leave

Subsection 1 Compassionate leave

As a rule, compassionate leave (= short periods of paid leave) is only granted for part of a working day. In special cases (e.g. in the event of a sudden sickness in the employee's family or the decease of a close relative), compassionate leave may, however, be granted for one or more days.

Compassionate leave should be granted on Easter Eve, Midsummer Eve, Christmas Eve and New Year's Eve to the extent that this can be arranged without inconvenience to the activities of the company.

Subsection 2 Leave of absence

Subsection 2:1

Leave of absence (= for at least one day without pay) is granted if the employer considers that this can be done without inconvenience to the activities of the company.

When the employer grants leave of absence, he must inform the employee of what period of time it covers. Leave of absence may not be arranged to begin or end on a Sunday or public holiday when the employee in question is off work. In the case of employees who have weekly rest arranged on any other day than a Sunday, the corresponding rule applies.

Subsection 2:2

When an employee is absent on account of leave of absence a deduction from the salary will be made as follows:

If the employee is on leave of absence

– for a period of up to 5 (6)* working days, a deduction will be made for each day of leave of

$$\frac{1}{21} \qquad \frac{1}{(25)^*} \text{ of the monthly salary}$$

– for a period longer than 5 (6)* working days one day's salary will be deducted for each day of leave (also for the individual employee's non-working weekdays, and Sundays and public holidays).

$$\text{one day's salary} = \frac{\text{fixed cash monthly salary x 12}}{365}$$

Monthly salary = the current monthly salary. (For employees who are paid weekly the monthly salary is calculated as 4.3 times the weekly salary.)

By fixed cash monthly salary in this context is also meant

– fixed salary supplements per month (e.g. fixed, shift or overtime supplement)

– such commissions, bonuses, incentive pay or the like, which are earned during leave without having any direct connection with the employee's personal work input

– guaranteed minimum commission, or the like.

If a period of leave of absence lasts for one or more full calendar months, the employee's full monthly salary will be deducted for each of the calendar months. If the payment period the company uses for disbursement of salaries does not coincide with the calendar month, the employer is entitled in the application of this rule to replace the term "calendar month" by "payment period".

Subsection 2:3
If the employee is employed part time and works full regular working hours only on some of the working days in the week (intermittent part-time working), the deduction for leave of absence will be calculated as follows

monthly salary divided by

$$\frac{\text{number of working days per week}}{5\ (6)^*} \text{ x } 21\ (25)^*$$

* The figures in brackets are used in the case of six-day weeks.

Example
The employee's part-time work is arranged as follows

Number of working days per week	Deduction
4	$\frac{\text{monthly salary}}{16.8}$
3.5	$\frac{\text{monthly salary}}{14.7}$
3	$\frac{\text{monthly salary}}{12.6}$
2.5	$\frac{\text{monthly salary}}{10.5}$
2	$\frac{\text{monthly salary}}{8.4}$

By "Number of working days per week" is meant the number of working days per week without public holidays calculated as an average per month.

Deductions as above will be made for each day when the employee is on leave of absence, which would otherwise have been a working day for him.

Regarding "monthly salary", see subsection 2:2.

If a period of leave of absence consists of one or more full calendar months, the employee's entire monthly salary will be deducted for each of the calendar months. If the payment periods the company uses for disbursement of salaries do not coincide with the calendar month, the employer is entitled in the application of this rule to replace "calendar month" by "payment period".

Subsection 3 Other leave

Subsection 3:1
Other leave is granted for part of a day if the employer considers that this can be done without any inconvenience to the activities of the company.

Subsection 3:2
When an employee is absent for other leave, a deduction is made for each full half-hour. The deduction per hour equals 1/175 of the monthly salary.

For monthly salary, see subsection 2:2.

When the divisor 175 is being used for a part-time employee, the part-time salary must first of all be adjusted pro rata to the salary, which corresponds to full regular working hours.

Section 11 Employee's obligations and rights in the event of disputes between employer and workers

Subsection 1

During a dispute (strike, lockout, blockade or boycott) it is incumbent on a salaried employee

to carry out the tasks and undertakings, which are associated with the position in a normal manner,

to carry out such work, which otherwise lies within the area of responsibility of a salaried employee at the company,

to carry out tasks, which will permit or facilitate the recommencement of operations at the end of the dispute, and

to carry out maintenance work and repairs to machinery, tools and other apparatus for the company's own use, such tasks primarily being entrusted to salaried employees who are normally involved in maintenance or repair work or supervisory work in the area in question.

To the extent the employer with his own workforce carries out unloading of goods for the company's own use and after notice has been given of a labour dispute, deliveries of goods could not be cancelled, it is incumbent on the salaried employee also to participate in the unloading of such goods, should he be so instructed.

Subsection 2

Over and above the points mentioned in the above subsection, it is incumbent on the employee when necessary to take part in safety work.

By safety work is meant such work as in the event of dispute is required to enable operations to be completed in a technically justifiable manner, such work as is required for the elimination of hazards to humans or of damage to buildings or other facilities, ships, machinery or livestock, or of damage to such stocks as were not utilised during the dispute to keep the company running or for dispos-

al to any greater extent than is required to prevent the spoilage or destruction to which the goods may be subject on account of their nature.

Work that an individual is obliged to carry out on account of special rules in laws or ordinances as well as tasks whose neglect could involve a liability for breach of duty are also deemed to be safety work.

Subsection 3
Should the employer, during the dispute, question the performance of any of the work not mentioned in this paragraph, discussions on this point should be conducted with the individual or individuals who are intended to carry out the tasks and/or with the representatives appointed by the salaried employees. If the respective employer's association and salaried employees' party have jointly arrived at a decision concerning the work referred to here, the employee is obliged to comply with this decision. If the organisations cannot reach an agreement, the issue may be referred at the request of either organisation to the advisory council. The council's decision is binding.

Subsection 4
In the event of a dispute, which is not permitted by law or collective agreement, the salaried employee, should the employer so request, is obliged to an extent that is reasonable – in the prevailing circumstances – to perform all the work in question.

Subsection 5
Salaried employees may not be given notice on account of an existing or feared dispute for any less reason than that the changed conditions will make it impossible to provide employment for the employee when operations recommence.

Should the dispute have lasted for at least three months and if the employee cannot be offered full employment, the salary may, on the other hand, be reduced by 10 per cent, by a further 10 per cent after one month, and so on, until the salary has been reduced to 60 per cent of the original amount, together with a corresponding average reduction in working hours.

The reduction in salary, which is permitted in accordance with the previous paragraph, may not give rise to any reduction in the premiums payable to a pension or any other insurance taken out on account of the employment.

Section 12 Termination of employment

Subsection 1 Notice by the employee

Subsection 1:1 Period of notice

The period of notice by a salaried employee is as follows, except where otherwise provided in subsections 3:1-3 below.

Period of employment with company*	Less than two years	From 2 to 6 years	From 6 years
Period of notice in months	1	2	3

Subsection 1:2 Procedure for giving notice

Notice of termination of employment from the employee's side should be in writing. If notice is given orally, the employee should confirm this in writing at the employer's request.

Subsection 2 Notice by the employer**

Ranking order when reducing the workforce and in the event of re-employment

Note that the section on seniority in case of termination due to redundancy is not yet translated to English. This section will be updated as soon as Teknikföretagen recieves the official translation of the new main agreement from The Confederation of Swedish Enterprise.

* For calculations of the length of the period of employment see Section 3 in the Employment Protection Act.

** See notes under subsection 2:1 page 40.

Subsection 2:1 Period of notice

The period of notice on the part of the employer is the following, except where otherwise provided in subsections 3:1-3 below.

Period of employment with company	Less than 2 years	From 2 to 4 years	From 4 to 6 years	From 6 to 8 years	From 8 to 10 years	10 years or more
Period of notice in months	1	2	3	4	5	6

Notes

1. If an employee who has been given notice on account of shortage of work has reached 55 years of age at that time, and has ten years of continuous employment, the period of notice stipulated in this agreement is extended by six months.

2. For calculations of the length of the period of employment see Section 3 in the Employment Protection Act.

Subsection 2:2 Notice

Such notice as the employer must give to the local union organisation pursuant to the Employment Protection Act is deemed to have been given when the employer has handed over written notice to the local salaried employees' branch or two working days after the employer has sent the notice in a registered letter to the address of the respective salaried employees' union.

Notice given by the employer during a period when the company is closed for annual leave is deemed to have been given the day after the day when the closure for annual leave ended.

Subsection 2:3 Pay during period of notice

In connection with Section 12 in the Employment Protection Act the following points apply to employees who cannot be offered work during the period of notice.

The following applies to employees who are entirely or partly paid in the form of a commission, which is directly related to the employee's own work input.

For each calendar day that the employee cannot be offered work, the commission income shall be deemed to amount to 1/365th of the commission income during the immediately preceding twelve-month period.

The equivalent applies to employees earning bonuses, production premiums, etc.

If compensation for an alteration in working hours, shift working, on-call work, or stand-by duty would normally have been paid to the employee, the following applies. For each calendar day the employee cannot be offered work, such compensation is deemed to amount to 1/365th of the compensation received during the immediately preceding twelve-month period.

Subsection 3 Other rules relating to termination of employment

Subsection 3:1 Agreement on other period of notice

The employer and the employee may reach an agreement that a different period of notice be applicable. In this case, however, the period of notice on the part of the employer must not be less than that stated in subsection 2:1.

Subsection 3:2 Notice period after reaching the retirement age according to the ITP plan

If the employee remains in the service of the company after they reached normal retirement age in accordance with the ITP plan, the notice period is three months for both the employer and the employee until the employee attains the age specified in 32 a § of the Employment Protection Act. When the employee reaches the age specified in 32 a § of the Employment Protection Act, the employment is terminated in accordance with subsection 3:3.

If the employee is employed in the company after that they have reached the normal retirement age in accordance with the ITP plan, subsection 1:1 and subsection 2:1 apply, however, that the applicable notice period shall not exceed what is set out in the first paragraph and first sentence unless the parties have not agreed on a longer notice period. When the employee reaches the age specified in 32 a § of the Employment Protection Act, the employment is terminated in accordance with subsection 3:3.

Subsection 3:3 Termination of employment when attaining the retirement age according to the Employment Protection Act

If the employer or the employee want the employment to cease at the end of the month in which the employee attains the age specified in 32 § of the Employment Protection Act, the employer or the employee shall submit a written notification of this no later than two months before the employment will cease.

After the employee has reached the age specified in 32 a § of the Employment Protection Act, the employment ceases one month after the employer has submitted a written notification.

Subsection 3:4 Curtailment of period of notice for salaried employees

If, due to special circumstances, the employee wishes to leave his position before the end of the period of notice the employer should consider if this could be allowed.

Subsection 3:5 Damages when employee does not observe period of notice

If the employee leaves his employment without observing the period of notice or part of it, the employer is entitled to damages for the economic loss and the inconvenience thus caused, however, at least an amount corresponding to the employee's salary during the part of the period of notice which the employee failed to observe.

Subsection 3:6 Certificate of employment

When the employer or the employee has given notice, the employee is entitled to receive a certificate of employment stating

- the time for which the employee was employed, and
- the tasks he was expected to perform, and
- should the employee so request, a testimonial concerning the way in which the employee performed his work.

The employer shall provide the certificate of employment within a week from when the employee requested it.

Subsection 3:7 Certificate of annual leave taken

When an employee's employment ceases he is entitled to receive a certificate indicating how many of the statutory 25 days of annual leave he has taken during the current leave year.

The employer should give the certificate to the employee no later than one week from when the employee requested it.

If the employee is entitled to more than 25 days of annual leave, the extra leave, in this context, is considered to have been taken first.

Section 13 Negotiating procedure

The negotiating procedure* in the previously applicable basic agreement between SAF and Sif, which have also been adopted by CF, has been replaced by Negotiating procedure Teknikarbetsgivarna – Unionen and Sveriges Ingenjörer.

* The negotiating procedure between Teknikarbetsgivarna and Ledarna has been regulated in a Co-operation agreement of 7 June 2000 between the parties, revised on 1 April 2010, 1 February 2012, 1 April 2013, 8 April 2016, 11 April 2017, 4 November 2020 and 11 April 2023. This agreement replaces the earlier basic agreement between Teknikarbetsgivarna and Ledarna, see page 114.

Section 14 Period of validity of this agreement

Period of the agreement

The agreement remains in force for the period from 1 April 2023 until 31 March 2025.

The Co-operation Agreement between Teknikarbetsgivarna and Ledarna is valid until further notice with a notice period of 3 months.

Stockholm, 1 April 2023

Teknikarbetsgivarna
Klas Wåhlberg

Unionen
Martin Linder

Teknikarbetsgivarna
Klas Wåhlberg

Sveriges Ingenjörer
Ulrika Lindstrand

Stockholm, 4 November 2020

Teknikarbetsgivarna
Tomas Undin

Ledarna
Lars Rosenlind

Agreement on working hours for salaried employees

Section 1 Scope of this agreement

Subsection 1

This agreement applies to all salaried employees employed by employers affiliated to Teknikarbetsgivarna.

The terms "salaried employee" ("employee") and "salaried employees' local union organisation" ("union") in this agreement also include "supervisors" and "supervisors' local union organisation".

The agreement replaces the Working Hours Act in its entirety. The parties are agreed that the agreement lies within the scope of the EC directive on working hours, whose aim is to protect the health and safety of employees in terms of the disposition of working hours. In this way, working environment considerations are observed between the parties. The regulations do not represent a change in the regulations of the Work Environment Act for minors.

The EC directive on working hours contains definitions that have legal force. These are reproduced here for reasons of clarity. The definitions reproduced should not be regarded as constituting an adjustment to the collective agreement, except as regards the definition relating to night.

Working hours: Whenever the employee is at the disposal of the employer, as well as carrying out activities and tasks related to this.

Rest period: Any period that does not come under working hours. Unless otherwise stated, a rest period is unpaid.

Night: By night is understood the period between 22.30 and 05.30. By means of a local agreement, night may be defined as some other period of at least seven hours that includes the period between 00.00 and 05.00.

Night worker: An employee who normally carries out at least three hours of his working hours at night time, and an employee who will very probably perform at least half of his working hours at night time.

Shift work: Any method to divide work up in shifts whereby employees hand over to each other at the same workplaces according to a given procedure, also cases where this is on a rotational basis; the shift may be continuous or discon-

tinuous; the method may involve an employee having to work at different times during a given period of days or weeks.

Shift worker: Any employee whose work schedule involves shift work.

Adequate rest: Where the employees have regular rest periods, the length of which is given in time units and which are sufficiently long and continuous to ensure that they do not injure themselves, their colleagues or other persons due to fatigue or uneven work rhythms, and that their health is not damaged, either in the short or the long term.

Subsection 2
The rules in sections 2-5 do not apply with regard to

a) employees in senior managerial positions

b) work carried out by the employee in his home or otherwise under such circumstances that it cannot be regarded as being the responsibility of the employer to supervise how the work is organised.

Note
In the case of work carried out at home, the employee can usually determine the number of working hours and their disposition himself, and therefore the work is normally regarded as impossible to supervise in accordance with the agreement. If, however, working at home is only on an entirely temporary basis, and with the consent of the employer, the agreement should be applicable to the work with the exceptions and departures entailed by the agreement.

Subsection 3
An employer and employee who reach an agreement that the right to special overtime compensation will be replaced by a longer annual leave or compensated for in some other way in accordance with section 7, subsection 1:1 in the agreement on general conditions of employment may reach an agreement that the employee be exempted from the rules in sections 2-5.

Note to subsections 2 and 3
According to subsections 2 and 3 above, certain salaried employees are not covered by the provisions in sections 2-5. However, it is in the common interest of the employer and the employees' local union organisation to be able to obtain information concerning the total working hours of these employees. For some of them, time recording is by a time-clock or in some other way – for example, when flexible working hours are applied at the compa-

ny. In these cases, information is therefore available for an assessment of their working hours. In other cases, recording cannot be made in the same manner as for other employees. If the local union branch so requests, the employer and the local union should jointly work out a suitable system for assessing the number of working hours of these employees.

Some of the employees who are exempted from the rules in sections 2-5, according to hitherto prevailing practice also have some freedom regarding the disposition of their working hours. This freedom is not affected by this agreement.

Subsection 4
A written agreement can be reached between the employer and the local union branch that, over and above the exemptions in accordance with subsections 2 and 3, certain employees or groups of employees will be exempted from the provisions of sections 2-5 in those cases where the employees, in view of the nature of their tasks, have special positions of trust with regard to working hours or where special circumstances otherwise exist.

Section 2 Working hours

Subsection 1 Disposition of working hours and time in the time bank

Subsection 1:1 Available working hours
During a calculation period of a calendar year the average working hours, including overtime, per seven day period may not exceed 48 hours.

By means of a local agreement, the calculation period may be determined as some other fixed or rolling period of 12 months.

Periods of paid annual leave and sick leave must be neutral in terms of the calculation of the average working hours.

Subsection 1:2 Regular working hours
Regular working hours per week without public holidays may not exceed a yearly average of 40 hours for daytime and two-shift working, 38 hours for intermittent three-shift working, 36 hours for continuous three-shift working, 35 hours for continuous three-shift working with work during major public holidays, and 34 hours for permanent night work.

Note
Permanent night work means that for a continuous period of at least one entire working week the work is scheduled to be done at night.

For underground work, regular working hours must not exceed an average per year of 36 hours per week without public holidays.

The local parties can reach an agreement on rules restricting the disposition of regular working hours. Working hour arrangements with varied working hours in different periods can cover several calendar years, on condition that the average working hours per seven-day period are no more than 48 hours calculated over a 12 month period. Unless agreed otherwise by the parties a six-week limitation period will apply for regular daytime and two-shift working hours.

Subsection 1:3 Time for the time bank

For a full-time employee, for each working week completed in full, time is to be deposited in a time bank as follows.

Daytime work	82 minutes
Two-shift work	202 minutes
Other shift work	82 minutes

(for example, three-shift work and permanent night work)

For a fulltime employee who has not completed his regular number of working hours in a given working week, and for a parttime employee, time is deposited in the time bank in proportion to the shorter working hours.

The local parties can agree whether this time is to be wholly or partly scheduled instead of being deposited in the time bank.

Time in the time bank may be used in accordance with section 6.

> **Note**
> Temporary involvement in a shift work procedure is regarded as shift work, but to deposit time in the time bank in accordance with the provisions for shift work, the employee must engage in shift work for a continuous period of at least an entire working week.

Subsection 2 Disposition of working hours

Subsection 2:1 Disposition of regular working hours

Unless there is an agreement otherwise, the disposition of working hours is to be as stated below.

Note
Individual agreements on the disposition of working hours should not be regarded as a part of the employment agreement, and termination of such agreements can therefore occur without termination of employment.

If the disposition of regular working hours is changed, the employer should inform the employees concerned and the local union branch no later than two weeks in advance.

Daytime working
In daytime working disposition of regular working hours is Monday to Friday.

Two-shift working
First and second shift
Monday to Friday, in the period 05.00-24.00, with 30 minutes' rest per shift.

Intermittent three-shift working
The shift cycle should not begin before 22.00 on a Sunday.

For the above mentioned working hour arrangements, regular working hours should not be scheduled for Midsummer Eve, Christmas Eve or New Year's Eve.

Continuous operating
In the case of continuous operating and in so far as the local parties have not agreed otherwise, breaks should be made in production for major public holidays as follows.

New Year: From the end of the afternoon shift on the day before New Year's Eve until the start of the morning shift on the day after New Year's Day.

Easter: From the end of the afternoon shift on Maundy Thursday until the start of the night shift on Easter Monday.

1 May: From the end of the afternoon shift on the day before until the start of the night shift on 1 May.

National Day: From the end of the afternoon shift on the day before until the start of the morning shift on the day after National Day (June 6).

Midsummer: From the end of the afternoon shift on the day before Midsummer Eve until the start of the night shift on the day after Midsummer Day.

Christmas: From the end of the morning shift on the day before Christmas Eve until the start of the night shift on Boxing Day.

Local agreements should be made whereby work may also be performed during the above mentioned public holidays if the operation so requires.

Subsection 2:2 Breaks and pauses

Unless otherwise agreed by the local parties, breaks should be scheduled if the work shift is longer than six hours. By break is understood an interruption in the daytime working hours when the worker is not obliged to remain at the workplace. Breaks may be replaced by mealtime pauses at the workplace. Such mealtime pauses are included in the working hours.

> **Note**
> During daytime working, a break of at least 30 minutes should be scheduled no later than six hours after work has commenced.

The employer should arrange the work so that the employee can have the pauses that are needed over and above the breaks. If working conditions so require, special pauses in the work can be arranged instead. Such pauses are included in the working hours.

Subsection 2:3 Daily rest period

Unless otherwise agreed by the local parties, each employee must be given at least eleven hours' continuous rest period per 24-hour period, calculated from the start of the working shift according to the working hours schedule currently valid for the employee.

There may be departures from this due to circumstances that cannot be adequately planned or determined beforehand, or as a temporary measure when the operation makes this necessary. In such cases, the employee must be given the equivalent extended rest period at the end of the working shift that interrupted the rest period.

If, for good reason, the equivalent extended rest period cannot be scheduled in accordance with the previous paragraph, the employee must be given the equivalent extended rest periods scheduled within seven calendar days.

If, for good reason, it has not been possible to schedule the equivalent extended rest periods in accordance with the preceding paragraph, the remaining time is deposited in the employee's time bank.

Note
The judgement as to what cannot be adequately planned or determined in advance must be made on a case by case basis. The work duties and the operation are important criteria in this context. The parties are here in agreement that the judgement must be made bearing in mind that the operations in the companies are very different and that a large number of variables mean that the possibilities of making exact prognoses are often limited. In addition, it can be difficult to judge with certainty beforehand the exact amount of time a job is going to take. This can result in time shortages and, for certain shorter periods, a need to concentrate the work effort to finish the job on time. Another situation where there may be a need for departures from the daily rest period rule is when an employee must concentrate overtime work in one or more 24-hour periods, given that he or she does not have the option of spreading the overtime work over all the days of the working week. Sometimes it may also be necessary to make temporary departures to meet the legitimate requirements of the operation, even if it is possible to foresee the need some time in advance. In such cases a local agreement should preferably be made, but the rule represents a specific way out for temporary departures in these kinds of situation.

If, at the request of the employee, the regular working hours are divided up or overtime work is scheduled separately from regular working hours, the work should, under the terms of the daily rest period rule, be deemed as having been carried out in a context of or directly after regular working hours.

By equivalent rest period is understood the difference between 11 hours and the continuous rest period that the employee has received. For example, 3 hours if the rest period in a given 24-hour period has been 8 hours. If the rest period during several subsequent 24-hour periods has been shorter than 11 hours, the equivalent rest period should be the sum of the differences.

If the employer decides to schedule the equivalent rest period as working hours, no deduction from salary is made.

Whatever time is deposited in the time bank should be scheduled, on the basis of an agreement, as paid time off within a month. If no agreement has been made, the time is regarded as time in the time bank.

If there are special grounds, the central parties each have the right to request central negotiations in regard to this point.

Subsection 2:4 Night working

Except where otherwise agreed by the local parties, employees shall be free to rest at night. This free time shall include the period between midnight and 05.00 a.m.

Departures may be made from the first paragraph if, in view of its nature, service to the public or other special circumstances, the work must also continue at night or be performed before 05.00 a.m. or after midnight.

On average per calendar year, regular working hours for night work must not exceed eight hours per 24-hour period. By means of a local agreement, the calculation period may be determined as a fixed or rolling period of 12 months.

Those working at night, whose work involves specific risks or major physical or mental exertion, may not work more than eight hours within a 24-hour period when carrying out work at night.

Note

Where the local parties are not in agreement as to whether work at night involving specific risks or major physical or mental exertion does occur within the plant, they should consult with the central parties before the matter is dealt with in accordance with the negotiating procedure.

Subsection 2:5 Weekly break

Except where otherwise agreed by the local parties, employees shall have an uninterrupted break of at least thirtyfive hours during each period of seven days (weekly break).

As far as possible, the weekly break should be scheduled during weekends.

Temporary exemptions from the first paragraph may be made if they are made necessary by some specific situation, which could not be foreseen by the employer.

Note

The breaks for two seven-day periods can be combined into a single break.

If the weekly break is scheduled during regular working hours, compensation must be paid for loss of earnings. It is incumbent on the local parties to agree on such compensation. In so far as the parties have agreed that the compensation paid for standby duty includes compensation for leave as a result of the weekly break, this must be taken into account.

Section 3 Overtime

Subsection 1

By overtime work in this agreement is meant work which is performed by the employee over and above the length of the regular daily working hours, if

– the overtime work has been requested in advance, or

– when it was not possible to request the overtime work in advance, it was later approved by the employer.

Time spent on carrying out the necessary and normally occurring preparatory and completion work as required by the position of the employee is not included in overtime in accordance with subsection 2 below.

When calculating completed overtime, only full half hours are included.

If overtime work has been performed both before and after regular working hours on any given day, the two periods of overtime shall be added together.

> **Note**
> In the case of part-time employees, work that is compensated for in accordance with section 7, subsection 4:1 in the Agreement on general conditions of employment will be deducted from the available overtime stated in subsection 2 below.

Subsection 2

When particular circumstances exist, general overtime may be worked up to a maximum of 175 hours per calendar year.

Subsection 3

General overtime may be worked up to a maximum of 50 hours during a calendar month calculated as an average during a rolling three month period, with the limitation that a maximum of 100 hours may be worked during a single calendar month. These numbers of hours may only be exceeded in the event of special circumstances, for example when it is necessary for the completion of work which can not be interrupted without serious inconvenience to the plant or operation.

Subsection 4

Regardless of type of compensation, general overtime will be deducted from the maximum available overtime hours stated in subsections 2 and 3 above.

If overtime is compensated for by free time (compensatory leave) in accordance with section 7, subsection 3 in the agreement on general conditions of employment, the "overtime hours" that have been compensated for by the leave are re-entered into the available overtime hours stipulated in subsections 2 and 3 above.

Example
An employee works overtime for four hours on a weekday evening. These hours of overtime are deducted from the available overtime according to subsections 2 and 3. An agreement is reached that the employee will be compensated by free time (compensation leave) of six hours (4 overtime hours x 1.5 hours = 6 hours of compensation leave). When the compensation leave has been drawn, the four hours of overtime that have been paid for by compensation leave are added back to the available overtime in accordance with subsections 2 and 3.

During a calendar year a maximum of 100 hours may be re-entered into the available overtime hours in this way, unless the employer and the salaried employees' local union branch have agreed otherwise.

Note
The employer and the local union branch may reach an agreement that overtime compensated for by taking out compensation leave, if it is to be re-entered into the available overtime using the method described above, shall be taken out within a certain specific time, e.g. based on when the overtime was worked, or before a specific date.

Subsection 5
A written agreement may be made between the employer and the local union branch concerning a different method of calculating, or the extent of general overtime, for a specific employee or group of employees. The agreement on a different extent of general overtime shall be submitted to the central negotiating parties for approval.

Subsection 6
Over and above the points stated above, in the event of special circumstances, additional overtime may be worked during the calendar year as follows

– a maximum of 75 hours followed by a further maximum of 75 hours, subject to agreement between the employer and the local union branch.

Subsection 7
Should a natural occurrence, accident or comparable circumstance, which could not have been foreseen, have caused an interruption in activities or involve an imminent risk of such an interruption or injury to life, health or property, the overtime hours worked as a result of such circumstance are not taken into account when calculating overtime according to subsection 2 above.

Section 4 On-call hours

Subsection 1
If it is necessary on account of the nature of the activities or plant for the employee to be at the disposal of the employer at the workplace to perform work when necessary, on-call hours may be claimed on this account, up to a maximum of 48 hours during a four week period, or 50 hours during a calendar month. Hours during which the employee works for the employer are not counted as on-call hours.

Subsection 2
A written agreement may be made between the employer and the local union branch concerning a different method of calculating, or the extent of on-call hours, for a specific employee or group of employees.

Section 5 Logging of overtime and on-call hours

The employer is obliged to keep such written records as are required for calculating overtime in accordance with section 3 and on-call hours in accordance with section 4. Salaried employees or the local union branch or central representatives of the salaried employees' union are entitled to see these records.

Section 6 Time bank

The time that an employee has in the time bank can be used as follows.

> **Note**
> Unless there is agreement otherwise, time is to be deposited in the employee's time bank in accordance with section 2, subsections 1:3 and 2:3, should the case arise.

Subsection 1 Paid leave
Time can be taken out in the form of paid leave, on the basis of an agreement between the employee and the employer.

Note
Normally, the employee should broach the question of paid leave in good time. In an agreement on scheduling, both the employee's wishes and the due progress of the operation should be taken into account.

During leave of this type, no deduction from salary is made, and a supplement for alteration of working hours is paid for leave scheduled when such a supplement is paid.

When taking out paid leave, time is re-entered corresponding to the available overtime in accordance with section 3, subsection 2 above. Re-entering of time in accordance with this paragraph and section 3, subsection 4 above may be made for a maximum of 200 hours per year in all.

Subsection 2 Cash payment

On the basis of an agreement between the employee and the employer, withdrawal from the time bank may be made in the form of a cash payment equivalent to the current hourly salary rate.

Subsection 3 Compensation in the form of a pension premium

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

The time in the time bank that at the year end exceeds 100 hours, shall be compensated by an amount paid in to a pension scheme for the employee that corresponds to the current hourly salary rate.

If, on 15 January of the following year at the latest, the employee so requests, other time in the time bank may also be used in this way.

If withdrawal in the form of a pension premium involves lower taxation costs for the employer when compared to withdrawal in the form of salary, the pension premium is increased by this difference.

Section 7 Negotiating procedure

Subsection 1 Working hours board

The Working hours board will consider disputes over the interpretation or application of this agreement or agreements reached on the basis of it.

The board has four members, of whom Teknikarbetsgivarna appoints two and the employees' side two members. One of the members takes the chair and is appointed alternately by Teknikarbetsgivarna and the employees' side for one year at a time.

Each member has one vote. In the event of a tie, the board may, at the request of a member, function as a board of arbitration and be enlarged by the addition of a further member. Such a member will be appointed by the parties jointly and will take the chair in adjudication of the matter.

Note
If the board of arbitration were to find that it should not pronounce on a matter referred to it, since a guideline decision in a matter under EC law is not available and the matter referred depends on such a decision, the board of arbitration must acquit itself of the matter on those grounds. That being so, either party has the option of bringing court proceedings within thirty days from the day the party was notified of the board of arbitration's decision. Such a procedure as mentioned above does not affect the application of the agreement nor its effect, until there is a final decision in the matter.

Subsection 2 Dealing with disputes

Disputes concerning interpretation or application must first be referred to negotiations between the local parties (local negotiations).

Should the local parties fail to come to an agreement, the dispute should be referred at the request of either party to central negotiations.

A dispute may be referred by either party to the Working hours board for final decision within two months of the completion of central negotiations. The decision of the board is binding on the parties.

Otherwise, the negotiating procedure of the main agreement applies.

Section 8 Period of validity of this agreement

The provisions of this agreement remain in force from 1 November 2020 for the same period as the Agreement on general conditions of employment section 14.

If the Working hours agreement ceases to be valid, any agreement based on it also ceases to apply, as from the date the Working hours agreement ceases to be valid.

Alteration in working hours, on-call hours and stand-by duty

Agreement between Teknikarbetsgivarna and Unionen/Sveriges Ingenjörer/Ledarna concerning compensation for alteration in working hours, on-call hours and stand-by duty.

A General rules

Section 1
These rules apply to salaried employees with the exception of those in positions higher than level 2 in the position nomenclature. The term "salaried employee" in this agreement also includes "supervisor".

Section 2
Notice concerning alterations in working hours, on-call hours and stand-by duty should be given, in addition to the employees concerned, to the representative of the salaried employees employed at the company.

In those respects where the agreement involves participation by the salaried employees' local union organisations, Unionen, Sveriges Ingenjörer and Ledarna may only concern themselves with matters relating to members of Unionen, Sveriges Ingenjörer and Ledarna respectively.

Section 3
Questions concerning the re-disposition of regular working hours, the working in of bridging days and such like, as well as preparatory and completion work pursuant to the Agreement on general conditions of employment section 7, subsection 2:2 are not affected by this agreement.

Section 4
According to the present rules on annual leave, sick pay, overtime, travelling time and pensions, the following applies to compensation for alterations in working hours.

Holiday pay on compensation is paid in accordance with the Agreement on general conditions of employment, section 5, subsection 4. The corresponding applies to holiday compensation. This compensation is not included in the calculation of sick pay, overtime compensation or compensation for travelling time. For employees whose working hours are regularly altered, compensation is included in the pension earning salary in accordance with point A 3:1 in the ITP agreement.

Compensation for stand-by duty and on-call hours is included in the income upon which holiday pay and holiday compensation are based. In the case of employees with regular on-call hours or stand-by duty, the compensation is included in the pension earning salary in accordance with point A 3:1 in the ITP agreement. This compensation is not taken into consideration in the application of any other of the above rules.

Transitional rules

If a company currently applies rules for compensation for alterations in working hours, which are more favourable than those in these guidelines, the conditions for the employees who have these benefits must not deteriorate. The comparison between the guidelines and the hitherto applied compensation rules should relate to the total level of benefit for the individual employee on the basis of the working hours conditions, which apply to him when the guidelines between VF and SIF/CF came into effect on 1 January 1973 and between VF and SALF on 1 April 1973.

Such deterioration can be avoided in various ways, for example by means of other compensation.

The corresponding applies regarding compensation for on-call hours and stand-by duty.

B Guidelines concerning compensation for alteration in working hours

1.

The following guidelines apply to compensation for work at altered working hours.

The local parties are entitled, if special circumstances exist, to reach an agreement on other arrangements.

2.

By an alteration in working hours is meant the part of the employee's regular quantum of working hours, which is arranged outside the regular daytime working schedule at the employee's place of work.

Alterations in working hours are compensated for in accordance with point 4 below.

Minutes of the negotiations

a) The parties are agreed that reasonable cause should exist for the introduction of work at altered working hours. If the salaried employees' party in any individual case claims that no reasonable grounds exist for altering working hours, the employer is still entitled to make the change in working hours, pending the result of any negotiations which may be called for.

b) If a system of flexible working hours is applied, special compensation is not paid for working hours within the outer timelimits of the regular day-time working schedule, i.e., within the so-called bandwidth.

3.

As far as possible the employer should give the employee concerned notice of the alteration in working hours no later than 14 days in advance. Such notice should also include information about the expected duration of the altered working hours.

4.

Compensation for an alteration in working hours is paid per hour as follows:

18.00 - midnight	$\frac{\text{monthly salary}}{600}$
Midnight - 07.00	$\frac{\text{monthly salary}}{400}$
From 07.00 on a day which, according to the regular day-time working schedule, is not a working day until midnight on the next working day	$\frac{\text{monthly salary}}{300}$

On major public holidays, however, the following applies:

Hours between 19.00 on Maundy Thursday, New Year's Eve and the day before Christmas Eve, between 07.00 on Midsummer Eve and between 00.00 on 1 May and National Day and 00.00 on the first weekday after the respective public holidays	$\frac{\text{monthly salary}}{150}$

Note

A Saturday that is not a public holiday is deemed to be a weekday.

5.
Agreements to depart from the above compensation rules may be reached with employees in senior positions, for whom reasonable compensation is provided in some other way.

6.
Compensation for an alteration in working hours and overtime compensation cannot be paid for the same working hours.

C Guidelines concerning compensation for on-call hours

1.
The following guidelines apply to compensation for on-call hours.

The local parties are entitled, if special circumstances exist, to reach an agreement on other arrangements.

2.
By on-call hours is meant time when the employee does not have an obligation to work but is expected to be at the disposal of the employer at the work place ready to work should the need arise.

3.

On-call hours are compensated for per on-call hour at	$\frac{\text{monthly salary}}{600}$
Hours between 18.00 on the day before a non-working day to 07.00 on the non-working day are compensated for at	$\frac{\text{monthly salary}}{400}$
Hours between 07.00 on a non-working day and midnight on the next working day are compensated for at	$\frac{\text{monthly salary}}{300}$
Hours between 19.00 on Maundy Thursday, New Year's Eve and the day before Christmas Eve, between 07.00 on Midsummer Eve and between 00.00 on 1 May and National Day and 00.00 on the first weekday after the respective public holiday are compensated with	$\frac{\text{monthly salary}}{150}$

Note
A Saturday that is not a public holiday is deemed to be a weekday.

Compensation for on-call hours is paid per session for a minimum of eight hours, reduced, in those cases it occurs by the hours for which overtime compensation is paid.

4.
Agreements to depart from the above compensation rules may be reached with salaried employees in senior positions for whom reasonable compensation is provided in some other way.

5.
On-call hours should be arranged so that they do not impose an unreasonable burden on any individual employee.

Schedules for on-call hours should be drawn up in good time.

D Guidelines concerning compensation for stand-by duty

1.
The following guidelines apply to compensation for stand-by duty.

The local parties are entitled, if special circumstances exist, to reach an agreement on other arrangements.

2.
By stand-by duty is meant the time when the employee is not obliged to work but is obliged to be available in order to report to the workplace or another place determined by the employer within a prescribed time, normally one hour, in order to perform work. Stand-by duty may also mean that the employee shall be available to perform work remotely, without any obligation to report to the workplace or another place determined by the employer within a prescribed time.

The employer shall, at the latest in connection with the drawing up of the stand-by duty schedule, make clear whether the stand-by duty implies the obligation for the employee to report to the workplace or another place determined by the employer within a prescribed time.

3.

Stand-by duty is compensated for per hour at $\frac{\text{monthly salary}}{1\,400}$

Hours between 18.00 on a day before a non-working day and 00.00 on the next working day are compensated for at $\frac{\text{monthly salary}}{700}$

Hours between 19.00 on Maundy Thursday, New Year's Eve and the day before Christmas Eve, between 07.00 on Midsummer Eve and between 00.00 on 1 May and National Day and 00.00 on the first weekday after the respective public holiday are compensated with $\frac{\text{monthly salary}}{350}$

Compensation for stand-by duty is paid per session for a minimum of eight hours, reduced in those cases it occurs, by hours for which overtime compensation is paid.

4.
When the employee has reported for duty at the workplace or another place determined by the employer, overtime compensation shall be paid for at least three hours. If the work continues for longer than three hours, overtime compensation shall be paid for time worked.

The employee has the right to reasonable compensation for travel expenses in connection with reporting for duty.

In cases when the employee is not requested to report for duty at the workplace since stand-by work can be performed remotely, overtime compensation is paid per actual hour worked. However, a minimum of one hour's compensation is paid if work is performed during the stand-by duty.

Note
During stand-by duty the employee is requested to receive telephone calls, error messages etc. When such contacts require the employee to take action, in addition to simply receiving the message, those actions shall be considered as work with regards to compensation.

5.
Agreements deviating from the above compensation rules may be reached with salaried employees in senior positions for whom reasonable compensation is provided in some other way.

6.
Stand-by duty shall be allocated so that it does not unduly burden an individual employee.

Schedules for stand-by duty should be prepared in good time. As a consequence of the provision in section 2, subsection 2:4 of the Agreement on working hours for salaried employees, a local agreement is normally a precondition for such a schedule.

A peace obligation applies to the issues regulated in the agreement. This agreement remains in force from 1 November 2020 for the same period as the Agreement on general conditions of employment, section 14.

Agreement concerning work environment and occupational health

The parties agree to promote the development of a good work environment and a well functioning occupational health service, for the benefit of companies as well as for employees.

Co-operation and local agreements do not limit the employers' liability under the Work Environment Act.

Work environment matters are dealt with in the line organisation by the managers responsible. Co-operation should take place with safety representatives/safety committees and the employees in order to achieve a good work environment.

The Work Environment Act and appended regulations are important basic elements in the work. The parties are in agreement that the intentions for the regulations on Systematic Work Environment Management, aiming for a physically and psychologically safe work environment are guiding. The Swedish Work Environment Authority provides supervision in accordance with the Work Environment Act.

Section 1 Co-operation

Co-operation among the local parties is a condition for positive and efficient work environment activities. The form of co-operation can be adjusted to the companies' operations and may be confirmed in a local agreement.

Matters concerning Systematic Work Environment Management, work environment education, occupational health and rehabilitation should be dealt with by the local parties and may be regulated in a local agreement.

Section 2 Work environment training

The local parties should assess the need for training, taking into account the nature of the work environment within the company. The training can consist of basic as well as further training.

Time scope, contents, training material and matters of compensation and who are to participate in the training/information sessions in question should be decided within the framework of local co-operation in accordance with section 1.

Information about current work environment risks and safety regulations shall be given to all employees. In this respect, the need of newly employed staff shall be observed.

Section 3 Occupational health

The parties agree that an appropriate occupational health service is an important resource for companies and employees. Matters of occupational health should be jointly planned. The different needs and demands must govern, since circumstances vary between companies within the same industry. In some instances there is an opportunity of an in-house occupational health service. In other instances, joining existing or recently set-up occupational health centres would appear to be the best solution.

The following should form part of the duties of the occupational health service.

- Performing an active and preventive work environment task from an overall point of view, taking into consideration medical, technical and psychosocial aspects.

- Providing advice and participating in the planning of major changes in the company, so that safe and sound working conditions are achieved.

- Following up work environment conditions, which may affect the health and work adjustment of the employees.

- Providing a supporting resource and providing background information for decisions concerning work adjustment and rehabilitation.

Occupational health services should be provided in conformity with science and proved experience. The staff has the same duty of confidentiality as equivalent groups within the National Health Service.

Section 4 Negotiating procedure

Disputes concerning the interpretation or application of this agreement and of local agreements concerning work environment matters must be submitted without delay for negotiation between the local parties. If the local parties cannot agree, the dispute should, at the request of any party, be submitted for central negotiation. Requests for local or central negotiations must be made promptly, and no later than within the time limits set out in section 64 of the Co-Determination Act.

Agreement concerning training and development in the company

Common values and reference points

Companies within the engineering industry are operating in conditions of increaseingly tough national and international competition. Possession of the required skills is important in order for companies to be able to run their operations. This requires the development of work methods and organisation and that the knowledge of all personnel is renewed and strengthened.

The company has a fundamental responsibility for ensuring that it's requirements for skilled personnel continuously are met. The employee also has a personal responsibility to develop his skills in accordance with the demands set by the company's operations.

In order to be appropriate and practical, the forms of training and development must be adjusted to the conditions ruling in each individual company and must be based on the company's business concept and longterm operations. A constructive and committed dialogue between company and local union representatives is positive for both the company's and the employees' opportunities of maintaining and renewing skills and for the improvement of efficiency, profitability and competitive strength.

Section 1 Goals

The local parties should co-operate to create an environment in which all employees can satisfy new demands for knowledge and qualifications. The basis for this is continuous, systematic and goal orientated development projects designed

to increase the company's ability to adapt to new demands for greater competitive ability,

to create operations profitable for the company,

to extend the versatility, overall competence and skills of individual employees in order to improve flexibility and performance,

to strengthen the security of the staff in their employment,

to ensure that the staff has a good work environment and a positive salary development, and

to develop the basis for equality between men and women within the company.

Section 2 Co-operation within the company

It is a very important joint task for the company and the local union organisations to establish active development activities and to create good conditions for utilisation and development of the skills and competence of the personnel.

On the request of either party, discussions should be entered into with the aim to come to an agreement regarding methods of co-operating on training and other matters relating to development of the competence and skills of the personnel.

If the local parties deem it appropriate, they may institute a joint committee with the object of creating a forum for this co-operation.

Note

The purpose of this committee is to identify the need for new skills brought about by changes in job content or working practices and to find out what is needed to obtain the desired training and development. The committee's work may be based on an analysis of future changes and knowledge requirements deriving from the longterm strategy and planning of the company. Follow-up of the effects of training schemes also lies within the aegis of this committee.

If training schemes are developed, these may be discussed and assessed by the committee. Such training schemes may also be used as a basis for influencing training schemes provided by the public sector.

It is moreover of great importance that the local parties apply a system of salary and employment conditions, which stimulates the staff to work to-wards continuous development of tasks and competence.

Section 3 Personal development

All personnel, irrespective of educational background, should be given an opportunity of personal development at work, so that they can undertake more qualified and responsible tasks. Special attention should be given to those with short and, for the tasks performed within the company, insufficient training and to those who return to work after a longer period of parental leave or sick leave.

Personal development may for example mean internal or external further education, the opportunity of taking part in project schemes, producing reports, etc. or job rotation. It can also mean the opportunity for employees to try on other tasks at the company.

Individual development planning can be an important basis for the joint development of skills and competence of the personnel and the company. Such planning should be undertaken if so requested by an employee.

The forms of individual planning may vary. It may be created, for example, through planning or development talks or work place meetings. The need for development should be discussed both from the point of view of the company's goals and the individual's needs and wishes. Measures should be agreed and followed up.

Section 4 Co-operation between the parties to the agreement

The "Engineering industry skills development council" set up by the parties deals with matters concerning development of skills and competence.

The object of the council is

- to actively encourage the company to devote more attention to the development of competence and skills in its operations,
- to encourage, by means of exchange of experience and in other ways, the company's and its personnel's interest in the development of competence,
- to initiate development projects,
- to follow up and analyse the skills requirements in the industry,
- to examine specifically which measures should be taken to assist small companies in their identification of training requirements,
- to influence the contents and extent of public training schemes, on the basis of analyses of the competence and skills needed in the industry,
- to monitor and encourage the application and further development of this agreement, and
- to generally handle matters that the parties refer to the council in agreement.

The council consists of six members in total of which three are appointed by the employer party and three by the employees' parties. The council appoints a chairman and a deputy chairman from among its members. The members are appointed for a period of three years, and the parties are entitled to appoint a substitute when a member is absent.

The possibility of financing projects from outside sources should always be explored. The parties otherwise finance activities of the council on an equal basis.

Section 5 Negotiating procedure
Differences of opinion concerning the application of this agreement should be treated in accordance with the negotiating procedure in force for the agreement area.

Section 6 Period of validity of this agreement
This agreement remains in effect until further notice, with a mutual period of notice of termination of six months.

This section will include excerpt from the Main Agreement between the Confederation of Swedish Enterpise and LO/PTK. Note that this section will be updated as soon as Teknikföretagen recieves the official translation of the new Main Agreement from The Confederation of Swedish Enterprise.

Agreement concerning the right to employees' inventions between Svenskt Näringsliv and PTK

A high standard of living in Sweden requires technical advances, the development of products and services and constantly improving productivity. Inventors contribute to these advances, and over the course of the years a great number of companies have been founded on the basis of one or more inventions.

The demands on the business sector for continued rapid development, commercialization and improvement in productivity are extremely strong. In order for companies to be competitive, rapid technological development is essential. Companies are investing great amounts in developing products, services and methods. This development work, which often takes the form of collaboration between employed researchers, designers and other employees, may result in inventions that qualify for patent protection.

For the companies as employers it is a natural starting point that the right of ownership to inventions, which have come about through the use of the companies' resources, should accrue to the companies.

It is in the companies' interests that employees on their own initiative apply their skills and create innovations. The employees are on the other hand entitled to reasonable remuneration for inventions they make. The issue of such remuneration becomes particularly relevant when the invention has arisen as a sideline to the employee's normal work tasks and/or is particularly valuable in relation to the employee's position and employment benefits. Although the question of remuneration is often difficult to resolve, it is important that consideration is given to this question in a positive spirit. Special remuneration for inventions stimulates the interest of the employees in creating innovations.

Note
The term "external party" means unorganised and other salaried employees who are not bound by the agreement through membership in a salaried employee organisation that is bound by the agreement.

Section 1 Categorisation of employees' inventions, etc.

In this agreement the following terms are defined as below:

"A" invention: an invention, which falls within the area of the employee's position or particular assignment,

"B" invention: an invention, the use of which falls within the employer's area of activity, but which does not qualify as an "A" invention,

"C" invention: an invention, which is neither an "A" invention nor a "B" invention.

When companies belonging to a group are involved, consultations must be undertaken to determine which of the companies in the group should be considered as belonging to the employer's area of activity.

If several employees have made a significant contribution to an invention in the parts comprised by a granted patent application, all of them should be regarded as inventors.

Notes on section 1

Categorisation of inventions

"A" inventions are defined in the text of the agreement as inventions, which "fall within the area of the employee's position or particular assignment".

This means that the invention must have been developed as a result of the work undertaken by the employee and for which a salary is intended to provide remuneration. It is without significance whether the work resulting in the invention is part of the employee's main work tasks or not; it is sufficient that the work is included as one of the tasks undertaken by the employee. The work tasks need not be intended to lead to the invention but they should have such a direction that in the normal course of the work an invention of the type in question could be the result. It is generally also the case with "A" inventions that the employer has not only paid a salary for the work involved but has also made company resources (material, instruments, premises, etc.) available from the time the work started.

"B" inventions are defined as inventions, which, although falling within the employer's area of activity, are developed under conditions other than those stated above. The employee may for instance have made an invention by taking, on his

or her own initiative, an interest in a matter that belongs to another section in the company or which is, at least, not a task that is comprised by the employee's regular work tasks. The fact that the employee's interest in a problem field may have been awakened as an indirect result of his or her own work does not make the invention anything other than a "B" invention.

The fact that the employee works in a design department or a laboratory does not necessarily mean that the invention is to be classified as an "A" invention.

The following examples may be used to illustrate the above:

1. A designer is employed in the research and development department of a company that manufactures trailers for trucks, including coupling devices between the truck and trailer. The designer creates a patentable invention for such a device. This invention is classified as an "A" invention.

2. A large company is involved in operations involving industrial robots, electric motors, transformers, high tension power transmission, overhead cranes, electronics, licensing, and so on. An employee employed in the electronics department develops, outside her normal work tasks, a mechanical invention for a lifting device for overhead cranes. This invention is classified as a "B" invention.

3. A chemical engineer employed at the company described in 2), works with issues concerning insulation methods. He carries out certain experiments which he develops in his spare time and discovers a patentable solution for detergents. This invention is classified as a "C" invention.

The parties agree that cases may occur which lie within a grey zone between "A" and "B" inventions. In such cases the question of compensation may be settled without the need for further classification of the invention.

More than one inventor

When one employee reports an invention it may be possible that also other employees have actually made significant contributions to the work leading to the invention. In such cases it is important that an investigation into this matter is initiated swiftly and that the employer participates and explains its standpoint.

Section 2 Responsibility of employees to report inventions, etc.

An employee who is of the opinion that he or she has made an "A" invention or a "B" invention is responsible for reporting the invention as set out below. An employee who is of the opinion that he or she has made a "C" invention should report the invention since it is desirable for both the employee and employer to establish clearly who has the rights to the invention before the invention is exploited.

The invention shall be reported without delay to the employer or the party appointed by the employer to receive such reports. Report means a written or comparable description, including the most significant aspects of the invention. The report shall be treated confidentially and it is the employer's responsibility to ensure that the priority rights within the company of the person reporting the invention are protected by the appropriate diary and registration procedures.

The employer must, within four months of receiving the report of the invention, provide the person reporting the invention with written details concerning the category of invention in which, according to the employer, the invention should be classified. If the employee informs the employer of the category in which he or she considers the invention should be classified, this information will be binding on the employer, if the employer fails to inform the employee otherwise within four months after receiving the report on the invention from the employee.

Notes on section 2

This section shows that the report of the invention shall include the most important aspects of the invention. Generally the report shall be submitted in writing. The term "comparable description" means, for instance, a case where the employee, instead of plans containing technical descriptions, submits to the employer a functioning trial model or sample, which includes the invention concerned.

Section 3 Rights of employer and employee in regard to "A","B", and "C" inventions

"A" inventions

"A" inventions are the property of the employer, who decides whether and to what extent the invention should be patented. The originator of the "A" invention must confirm in writing the employer's ownership rights to the invention if this, in connection with a patent application, and more, is required on the basis

of legislation in the countries concerned. The employer is entitled to waive his or her rights to ownership of an "A" invention in part or in full in favour of the originator.

"B" inventions

Reports of "B" inventions in accordance with section 2 are to be regarded as incorporating an offer to the employer to acquire the invention. The employer decides with binding effect on the person reporting the invention, whether and to what extent the rights to the invention will devolve on the employer. The originator of the "B" invention must then confirm in writing that the employer has acquired the rights to the invention if this, in connection with a patent application, and more, is required on the basis of legislation in the countries concerned.

Employees who have made "B" inventions may themselves apply for a patent after a period of four months has elapsed since the invention was reported by the employee in accordance with section 2, unless the employer has informed him or her that the employer intends to acquire the invention. The originator of a "B" invention who wishes to patent the invention himself or herself must consult the employer concerning the formulation of the patent application.

If eight months have elapsed since the employee reported the "B" invention in accordance with section 2 and the employer has not provided any information concerning how and to what extent the employer wishes to acquire the invention, the employee is entitled to assume all rights to the "B" invention.

An employer who acquires the rights to a "B" invention in accordance with the above may, after having reached an agreement with the originator, waive its rights to the invention in part or in full in favour of the originator. In this case the employer's right to compensation is maximised to an amount corresponding to the direct cost of the patent application and the services of a patent agent.

"C" inventions

An employee who has made a "C" invention retains all rights to the invention.

Note on section 3

It is essential that the employer informs the employee in which other countries the employer intends to apply for a patent as soon as possible after the patent application has been submitted in Sweden, and that the employer keeps the employee informed about the handling of the patent application.

Section 4 The employee's right to compensation

An employer whose right to an "A" invention has been established or who has acquired the right to a "B" invention must pay the employee reasonable compensation for the invention. In deciding the amount of compensation particular consideration should be given to

- the value of the invention,
- the extent of the rights to the invention which the employer has acquired within Sweden and abroad,
- the significance the employment may have had for the creation of the invention, and, in the case of an "A" invention,
- the position held at the company by the employee as well as his or her salary and other benefits of employment.

A standard amount decided in advance should be paid to the employee. This sum may be paid in one or more tranches, e.g., in connection with the submission of the report of the invention and/or of the filing of the patent application and/or upon the granting of a patent. Rules for the payment of standard amounts shall be decided on a company-wide level. Standard amounts payable to an employee should, regardless of whether paid in one or more tranches, amount to half a Swedish base amount (Swe: Prisbasbelopp) or a higher amount according to a decision made on a company-wide level. If the invention is deemed to have a significant value, the standard amount should be a full base amount.

The following also applies:

a. If the value of an "A" invention significantly exceeds what might have been expected in view of the position of the employee as well as his or her salary, the standard amount paid and other benefits, further compensation shall be paid. If the employee has incurred costs in developing the invention, the employee should receive adequate reimbursement of these.

b. If the employer has acquired the rights to a "B" invention, further compensation shall be paid in addition to the standard payment except when the value of the invention is limited.

The employee's right to compensation in accordance with the section above shall not as such be affected should the employer decide in certain cases for

some reason not to apply to have the invention patented. A precondition for a right to compensation however, is always that the invention is patentable.

The provision regarding reasonable compensation is mandatory. Unilateral decisions by the employer to pay a standard amount or a higher compensation therefore do not mean that the employee has lost the right to demand further compensation. If the employer has decided to pay compensation in addition to salary and other employment benefits, e.g., standard compensation or other compensation, this shall be taken into consideration in the assessment of whether the employee has the right to further compensation.

Notes on section 4

Standard amount

Rules for standard amount compensation should be established at companies engaging in development work that occasionally leads to patentable inventions. In view of the various conditions in different industries, these rules may need to be formulated in different ways at different companies.

Additional compensation for "A" inventions

With respect to the issue of what compensation is reasonable for an "A" invention, the starting point is that the salary and other employment benefits and, as the case may be, standard amount compensation and any other compensation, shall be on a sufficient level in order for these to constitute adequate compensation for inventions that fall within the framework of the employee's position or special assignments. As regards "A" inventions, it should thus be assessed whether the salary and other employment benefits and, as the case may be, standard amount compensation are on a fair market level. This shall be compared with the value of the invention.

A company has a legitimate claim on research and development work within the company yielding good returns, e.g., in the form of patentable inventions. It is thus assumed that the employees hired to perform such work are hired on such terms that the employment agreement regulates all matters that concern compensation for the work effort. This is accordingly the main rule. Against this background, there is a requirement that the value of an invention must significantly exceed the assumptions with regard to an employee's position and salary, standard compensation paid and other benefits in order for additional compensation to be paid.

Manner of determining additional compensation for "A" and "B"

inventions
If it is established that there are grounds for a claim for additional compensation, the issue arises of how to calculate and determine it. There is often a wish for royalty compensation on the part of the employee. It is however rare that the invention itself results in a product or service; instead the invention frequently forms a certain part of a technical solution. In exceptional cases the invention is a precondition for the product and the proprietary right may be so strong that it may be deemed that what is sold is equivalent to the invention. In such a case a royalty may be the reasonable manner in which to determine reasonable compensation. In the case of licensing of a patent, there is a causal connection between the invention and the company's license income and if there are grounds for additional compensation, it may be reasonable to determine that the employee is entitled to a certain part of such income.

Section 5 Patent applications after termination of employment

If an employee applies for a patent for an invention within six months of the termination of his or her employment, and the invention would have been classified as an "A" invention if the person had still been employed, this invention will be regarded as having been made during the period of employment. This will not apply however, if the employee can demonstrate that it is probable that the invention was made after the termination of employment.

Section 6 Handling of disputes

Any issues arising out of or in connection with this agreement, primarily with respect to issues of compensation, shall primarily be discussed between the employer and the employee. The goal is for such issues to be resolved by an agreement between the employer and the employee.

If the employer and the employee are unable to agree, the dispute may be settled at the request of either party by means of local negotiations and thereafter, unless an agreement is reached in the local negotiations, the issue may be referred to central negotiations.

Central negotiations must be requested within two months after the local negotiations were concluded. Otherwise, the claim shall be time-barred.

The date of conclusion shall be the date when the parties concerned, according to the minutes or by some other method, agree that the negotiations have been concluded. If the parties do not agree on the conclusion, the conclusion date

shall be the day when either party informs the other party in writing that the party considers the negotiation to be concluded.

Should agreement still not be reached at central negotiations, either party may request arbitration in accordance with section 7.

Negotiations and thereafter arbitration proceedings may be held, even if a patent application for the invention has not yet been submitted or approved.

In case of any dispute arising out of or in connection with this agreement between the employer and an external party employee that cannot be settled by discussions and agreement between them, the employer shall offer in writing the external party employee to request deliberations. The failure to make such an offer or to request deliberations shall not mean that either of the parties has lost their right to bring a claim. Such a claim may also be settled by request for arbitration in accordance with section 7.

Arbitration shall be initiated by a request for arbitration. The request shall be made within ten years from the date when the patent application regarding the invention was made. If the employer has chosen not to make a patent application with regard to the invention, the time shall instead be counted from the day when the employee according to section 2 reported the invention to the employer. If arbitration is not requested within the ten-year period, the claim shall be time-barred. For the employer and for a unionised employee it is a procedural precondition for the arbitration that local and central negotiations have been carried out and concluded.

Section 7 Arbitration tribunal

Claims regarding issues, which could not in accordance with section 6 be resolved by means of central negotiations or an agreement with an external party employee, shall be referred to a specially instituted arbitration tribunal, according to Appendix 1.

The parties before the tribunal are, with respect to the employer, the company and its employer association, and with respect to the employee, the employee and the salaried employee organisation concerned. As to an external party employee, the parties are, with respect to the employer, the company and its employer association, and on the other side, the employee.

With the exception of an external party employee, a claim may not be brought by either side without the participation of the organisations concerned in so far

as it cannot be demonstrated that the organisation has refrained from pursuing the claim.

Note
According to section 20 of the arbitration rules, arbitration proceedings may at the request of a party be stayed for a period not exceeding four years, if the party can show that it would benefit the investigation regarding the value of a disputed invention.

Section 8 Term of this agreement

This agreement applies between Svenskt Näringsliv and PTK from 2 July 2015 until further notice, with one year's notice required for termination.

Inventions that have been reported to the employer on 1 December 2015 or later shall be subject to this agreement.

Section 7 as newly formulated applies to all disputes where arbitration has been requested on 1 December 2015 or later.

Agreement on the use of non-competition clauses in employment agreements between Svenskt Näringsliv and PTK

The parties agree that in all types of companies there may be trade secrets that are of great significance to the operations. Trade secrets are successively gaining an increasing importance from a competition point of view.

It is of importance for companies and their employees that trade secrets are maintained in the operations and not used in competing activities. This is especially important where it is not possible to protect trade secrets through a patent or similar registration.

To some companies, the provisions regarding loyalty and confidentiality in the collective bargaining agreements on general terms and conditions of employment constitute sufficient protection for trade secrets. In certain cases however, a company may need to require loyalty and confidentiality from an employee also for a certain time after the termination of employment, through a non-competition clause.

At the same time, it is important to safeguard free competition in business and commerce and to enable individuals to use their professional skills and personal knowledge in the entire labour market. Good mobility in the labour market is important both to employers and employees. A non-competition clause may therefore be introduced into an employment agreement only after consideration of the need in each individual case and the parties are aware that applicable law takes a restrictive view of non-competition clauses.

Note 1
The term ”trade secrets” has the same meaning as the current definition of the term in the Swedish Act on the Protection of Trade Secrets (1990:409). Any amendment to the legislation shall not mean a change of the defined term of this agreement.

Note 2
The term ”external party” means unorganised and other salaried employees who are not bound by the agreement through membership in a salaried employee organisation that is bound by the agreement.

Note 3
In cases where written notice is prescribed, this shall be understood as a point of order and not a formal requirement.

1 Scope

1.1 This agreement is applicable to members of employer organisations that have adopted the agreement, and to members of salaried employee organisations that have adopted the agreement. The agreement is also applicable to external party employees of companies bound by the agreement.

1.2 This agreement is applicable to such non-competition clauses that are introduced into an employment agreement in connection with hiring or during the term of an employment and which constitute a prohibition of becoming an employee of or otherwise conduct or becoming involved in any competing activities.

The parties are aware that there may be other types of agreements aiming to protect an employer from competing activities and agree that this agreement is not applicable to any other types of agreement than those stated in the first paragraph.

1.3 Employees who by reason of their work assignments and employment terms are deemed to be in top management or comparable positions are exempted from the application of the agreement.

2 Introduction of a non-competition clause in an employment agreement

2.1 It is a precondition for the ability to agree on a non-competition clause with an employee that there are trade secrets in the employer's operations and that

- there is a risk that the employer would suffer a loss from a competition point of view if the trade secrets were to be disclosed and used in competing activities and that

- the employee in the course of his or her employment has access to or will become aware of trade secrets, and that the employee through training or experience has the ability to use the trade secrets in a manner that would constitute harm from a competition point of view.

Non-competition clauses shall thus be used with restraint and not with respect to employees who themselves do not have the knowledge or ability to use the trade secrets. There is no limitation to any specific professional category per se; instead an assessment of need and reasonability shall be made in each individual case.

A non-competition clause may normally not be agreed with an employee with a fixed-term employment agreement.

Note
The parties agree that in exceptional cases, non-competition clauses may be justified also in fixed term employment agreements, e.g., for employees who remain in service after having reached the age of 67. Another situation where it may be justified is for employees with special expertise, and where the alternative to a fixed-term employment agreement may be a consulting agreement, in which non-competition provisions may apply. In the cases a fixed-term employment agreement contains a non-competition clause, the rule that a non-competition clause may not be invoked if the employment terminates because of shortage of work may not be applied in case the fixed-term employment terminates at the agreed time and is not followed by a new employment.

3 Balancing of interests

In the individual assessment of the suitability and reasonability of introducing a non-competition clause in an employment agreement, the employer's interest of retaining the trade secrets in the operations and that they are not being used outside of the operations shall be balanced against the employee's interest of being able to freely use his or her knowledge and abilities and the inconvenience that a non-competition clause thereby entails. The balancing of interests shall take into consideration the business and industry of the employer and the employee's work assignments and experience, area of responsibility, position, etc.

4 Exemption from application

4.1 A non-competition clause may not be invoked when the employment has been terminated by the employer due to shortage of work, when the employer has decided to terminate the employment according to Section 39 of the Employment Protection Act, or where the employer to a significant extent has breached its obligations to the employee, so that the employee has been justified in leaving the employment without notice.

4.2 A non-competition clause for employees who at the time of hiring are recent graduates, should be designed so that it may not be invoked earlier than six months after hiring, unless there are special reasons that mandate otherwise.

5 Design of the clause

A non-competition clause must be reasonable. In the assessment of reasonability, the provisions of sections 5.1 – 5.2 shall be taken into consideration.

5.1 Term

A non-competition clause shall not have a longer term than required by the need of the employer. Taking into consideration the balancing of interests that must be made, the term should not exceed 9 months, if the time during which the trade secrets constitute a risk of harm from a competition point of view is short. In other cases, the term may not exceed 18 months, unless there are special reasons that mandate otherwise.

5.2 Economic compensation

5.2.1 The employer shall compensate the employee, if the employee is prevented from taking up employment or in any other way conducting or becoming involved in any other activities due to a non-competition clause.

5.2.2 If a non-competition clause applies and the employment has terminated for any other reason than retirement, the employer is obligated, during the application of the non-competition provision, to pay to the employee each month the difference between the income from the employer at the time when the employment ends and the (lower) income that the employee has or could have had in other activities. The compensation payable by the former employer shall not however exceed 60 % of the former monthly income at the time of termination of the employment.

The monthly income is calculated as an average of the amounts that the employee has received as fixed salary, commission, bonus, etc. during the latest year of employment. Only time during which the employee has carried out work to a normal extent in accordance with the applicable employment agreement shall be taken into consideration.

5.2.3 The assessment of the employer's compensation obligation shall take into consideration whether there is a causal connection between the non-competition clause and the lower income that the employee has or could have had. The employer is not liable for compensation if it can be shown that the lower income is not attributable to the non-competition clause. The employee shall, to a reasonable extent, mitigate the loss of income that may result from the application of the non-competition clause.

5.2.4 The employee is upon request obligated to provide, to a reasonable extent, information, e.g., about the amount of his or her income in the new economic activities, that the employer needs to determine the compensation that is payable.

5.2.5 If the employment agreement has been terminated by summary dismissal, the employer may, after raising the issue for deliberation with the affected

employer organisation and the salaried employee organisation that the employee is a member of or, with respect to an unorganised employee, would have been a member of, wholly or partially suspend the compensation.

5.3 Liquidated damages

5.3.1 Liquidated damages in case of the employee's breach of a non-competition clause shall be in reasonable proportion to the employee's salary. Normally, liquidated damages for each breach, corresponding to the average income of six months, calculated in the same manner as in section 5.2.2, should constitute sufficient protection for the non-competition clause.

Note

Maintaining a competing employment or continuing competing activities shall not be considered a new breach of agreement. In these cases, the provision in section 5.4 shall be applied instead.

5.3.2 The damages may be adjusted if this is reasonable in consideration of the circumstances.

5.4 Recurring liquidated damages

5.4.1 If the employee has accepted employment prohibited by the non-competition clause or otherwise, directly or indirectly, conducts impermissible competing activities, and continues or resumes the competing activities after notice regarding the breach of the clause, the arbitration tribunal set out in section 9 may award recurring liquidated damages, i.e. liquidated damages for a certain period of time, e.g. for each day, week or month that the breach continues.

5.4.2 The arbitration tribunal may award liquidated damages in order to bring the competing activities to an end. When designing and determining the recurring liquidated damages it shall be taken into consideration that the purpose of non-competition clauses is to prevent competing activities and that the employer thus has a justified interest in bringing the competing activities to an end.

5.4.3 Recurring liquidated damages aiming to bring impermissible competing activities to an end may be awarded both through a final and interim ruling. A petition for an interim ruling may be considered by the arbitration tribunal set forth in clause 9 even if the employer has not fulfilled the negotiation requirements according to the applicable negotiation procedure or, with respect to external party employees, offered deliberations. In order for the employer's petition for an interim ruling to be granted, it is required that the employer shows probable cause that the employee is breaching the non-competition clause in the manner set out in section 5.4.1.

5.4.4 Except as provided above, with respect to the consideration of a petition of liquidated damages, Ch. 15 of the Swedish Procedural Code shall apply to the extent applicable. With respect to rulings by the arbitration tribunal regarding recurring liquidated damages, Ch. 17 Section 14 of the Procedural Code shall apply.

6 Notice regarding validity and cancellation

6.1 An employee who is bound by a non-competition clause and who believes there is no longer a need for the clause shall raise the issue with his or her employer. Employers shall also consider whether the need for a non-competition clause remains and may during the course of the employment unilaterally limit or cancel a non-competition clause. In the discussion between the parties, the need for the non-competition clause shall be seriously considered.

An employer who limits or cancels a non-competition clause shall notify the employee in writing about the change.

6.2 An employee who is bound by a non-competition clause should notify the employer if the employee intends to terminate his or her employment, in order for the parties to deliberate regarding the application of the non-competition clause. Before and during the deliberations, the employee shall be obligated to provide to the employer the information required in order for the deliberation to be meaningful and for the employer's assessment of, inter alia, to what extent the employee is considering taking up employment in or in any other manner directly or indirectly conducting activities comprised by the non-competition clause.

Also employees who terminate their employment without notifying the employer in advance, are obligated upon request to consult with the employer in the same manner as set out in the first paragraph.

The employer shall upon the employee's request notify the employee whether or not the employer would like the non-competition clause to apply. The employer may limit the non-competition clause both in scope and term. The employer shall provide written notice to the employee regarding the non-competition clause as soon as possible, but not later than within two weeks after the employee has provided the information that the employer needs. The employer may not unilaterally change the decision.

With respect to an employee who has terminated his or her employment without advance notice according to the second paragraph, the following shall apply. If the employee can show that he or she has acted in reliance on the scope and term of the non-competition clause, and if the employee is of the opinion that the employer's notice regarding the limitation of the scope and term of the

clause creates a significant impediment, the employee may petition for adjustment of the clause, e.g., with respect to the employee's right to compensation. It shall be taken into account whether the parties have considered the issue of the need for the clause according to section 6.1, and whether the limitation of the non-competition clause entails unreasonable effects for the employee. The question of adjustment shall be assessed on the basis of the purposes of this agreement.

Note
Section 6 shall be applied also when an employment terminates upon retirement.

7 Model clause

7.1 As guidance for the design of a non-competition clause, a model clause is attached to this agreement (see Appendix 1 to the agreement). The text of the model clause does not constitute part of the collective bargaining agreement.

8 Negotiation Procedure

8.1 Any dispute arising out of or in connection with this agreement or a non-competition clause agreed on the basis hereof shall be settled in accordance with the relevant applicable negotiation procedure.

8.2 After central negotiations a party may refer the dispute to the arbitration tribunal regulated in section 9 for settlement. The dispute shall be referred to the tribunal within the time stated in the applicable negotiation procedure. Otherwise the party shall have lost the right to bring a claim.

8.3 In case of a dispute arising out of or in connection with this agreement or a non-competition clause agreed on the basis of this agreement in relation to an external party employee, the employer shall offer the employee in writing to request deliberations. The external party employee may then request deliberations within two weeks. If deliberations are held but do not lead to an agreement, a party may refer the dispute to the arbitration tribunal regulated by section 9 for settlement within three months from the date the deliberations were terminated. Otherwise the party shall have lost the right to bring a claim. If consultations are not held, the time to request arbitration shall be counted from the expiration of the time during which the employee has had the possibility to request deliberations.

The failure to provide an offer of deliberations shall not per se result in a party having lost the right to bring a claim.

9 Arbitration tribunal

The arbitration tribunal referred to in section 8 above shall be subject to the provisions set out in Appendix 2, and in applicable parts the Swedish Arbitration Act.

10 Term of the agreement etc.

This agreement applies between Svenskt Näringsliv and PTK from 2 July 2015 and until further notice with one year notice period.

A non-competition clause in an employment agreement where the non-competition clause was agreed before 1 December 2015 shall be assessed according to the collective bargaining agreement or legislative provisions in effect at the time the agreement was entered into.

Non-competition clauses agreed on 1 December 2015 or later shall be assessed according to the new agreement on the use of non-competition clauses in employment agreements with respect to associations that have adopted the agreement.

With respect to associations that have been bound by the agreement of 1969, the parties agree that such collective bargaining agreement shall continue to apply until the new agreement on the use of non-competition clauses in employment agreements has entered into effect by being adopted in the association agreement area. With respect to any associations that may not adopt the new agreement, the agreement of 1969 shall cease to have any effect on 1 December 2015.

With respect to forum and procedural rules, the following shall apply. In disputes regarding non-competition clauses agreed before 1 December 2015 the provisions regarding negotiations and final settlement that applied at the time the non-competition clause was agreed shall continue to apply. However, with respect to parties having been bound by the agreement of 1969 and who have adopted the new agreement on the use of non-competition clauses in employment agreements, arbitration shall take place under the arbitration rules set out in Appendix 1 in all disputes regarding non-competition clauses if requested on 1 December 2015 or later.

Stockholm on 2 July 2015

Christer Ågren	Niklas Hjert
Svenskt Näringsliv	PTK

Appendix 1 to the agreement on the use of non-competition clauses in employment agreements

Model clause

Non-competition restriction in employment agreement, agreed in accordance with the agreement on the use of non-competition clauses in employment agreements

1. The employee XX and the company YY are in agreement that XX has access to or will become aware of trade secrets in the operations and that XX has the ability to use the trade secrets in a manner that may constitute harm from a competition point of view.

(There may be reasons to indicate what kind of trade secrets that are most in question. It should however be stressed that non-competition clauses generally are intended to apply for a long term and, accordingly, that it is inadvisable to try to exhaustively indicate what information that is intended. A listing should thus be exemplifying.)

2. Against this background, for a time period of … months counted from when the employment ends, XX is not allowed to,

a. take up employment with a company that conducts business in competition with YY

b. in another way, directly or indirectly, conduct or participate in business that competes with the business in YY.

(If possible it should be indicated in the non-competition clause which type of business that YY considers to constitute competing business. Such listing should, by the same reason as mentioned before, always be exemplifying.)

If XX breaches the non-competition restriction, XX must pay liquidated damages corresponding to X times XX's monthly salary for each new breach. The monthly salary is calculated as an average of the amounts that XX has received as fixed salary, commission, bonus, etc. during the latest year of employment.

(Note that only time during which the employee has carried out work to a normal extent in accordance with the applicable employment agreement shall be taken into consideration.) XX is aware that YY may, in case of breach of the agreement, request that the arbitration tribunal awards recurring liquidated damages, in case XX does not stop breaching the non-competition restriction.

3. YY is aware that the non-competition clause does not apply if XX is given notice of termination due to shortage of work.

4. Regarding compensation during time after the employment when XX is not allowed to conduct competing business, as well as other rules for the application of the non-competition clause between XX and YY, the parties are in agreement to apply the rules indicated in the agreement on the use of non-competition clauses in employment agreements.

City, day, month, year

XX YY

Agreement on employment for practical experience

Teknikarbetsgivarna and Unionen, Sveriges Ingenjörer and Ledarna have entered into the following agreement concerning employment for practical experience within the parties' common areas of agreement.

Section 1

Employment for practical experience, under the terms of this agreement, applies only to obligatory work practice in accordance with the curriculum for the technical programmes at university colleges or upper secondary schools. It also relates to work practice for those studying the economics or PA programmes at a university college, where obligatory work practice is part of the curriculum.

> **Note**
> Vocational guidance or courses organised by university colleges or upper secondary schools, which are wholly or partly located at a work place outside of the school, as well as examination work, are not covered by this agreement. The parties agree that a pupil in this type of so-called company located training is not employed by the company.

Section 2

Practical work experience should be planned to provide the student as far as possible with knowledge of various aspects of the work and experience of different environments. However, the parties agree that at a company where many students are engaged on practical work experience it may be difficult to determine in advance the aspects of the work, which are to be included in the practice on each occasion.

In a case where there is a salaried employees' union branch at the company, it should be given the opportunity to express its views on aspects, which could appropriately be included in the practical work experience.

Section 3

The employer is responsible for ensuring that the student receives the instructions and information required to make the practice useful. Where the need arises a special supervisor or contact person may be appointed.

Section 4

A work practice student is employed for a specific period of time. The relevant parts of the Agreement on general conditions of employment will apply to this type of employment.

Section 5
The salary for a work practice student is determined in accordance with the basic principles, which apply to the parties' areas of common interest. However, the salary for a work practice student who has reached the age of 18 should amount to a minimum of 75 per cent of the minimum salary for salaried employees according to the current salary agreement.

Section 6
This agreement applies until further notice, with a mutual period of notice of two months.

Negotiating procedure Teknikarbetsgivarna – Unionen and Sveriges Ingenjörer

Section 1 Consensus for the purpose of avoiding disputes*

The starting point for the parties is that employers and salaried employees will arrange their common concerns in constructive discussions characterized by mutual understanding, thereby trying to avoid disputes. In the event of disputes the parties have agreed on the following negotiating procedure.

The purpose of this negotiating procedure is that the parties, first the local and then the central, in the same spirit shall solve the disputes within the framework of the negotiating procedure. Thus we may also in the future uphold a positive tradition where dispute resolution in courts of law is avoided as much at the longest and thereby contribute to an efficient and smooth handling of dispute resolution to the benefit of employees and companies.

The negotiating procedure applies to all salaried employees at Teknikföretagen member companies.**

Section 2 Peace obligation

The parties are agreed that a peace obligation shall prevail in relation to terms of employment and the general relationship between the parties during the period of validity of the Salary agreement and Agreement on general conditions of employment between Teknikarbetsgivarna and Unionen or Sveriges Ingenjörer.

Note

The parties are agreed that this provision does not affect the right to take sympathetic action according to Section 41 of the Co-Determination Act.

* If a negotiation negotiation between a member company and the wage-earner party at the company concerns the way in which one or several salaried employee's carry out their work duties or how they behave towards the wage earners, Unionen and Sveriges Ingenjörer have a right to request their presence at the negotiations for the purpose of obtaining information that may be of value in safeguarding the interests of the individual member. This corresponds with the regulations in the previous negotiating procedure and does not mean that the salaried employee party can claim that separate deliberations between the company and the wage-earner party do not occur during the negotiations.

** The parties are agreed that employee's organizations not being party to this negotiating procedure may not invoke this negotiating procedure against members of Teknikarbetsgivarna. For Ledarna the negotiating procedure in the Co-operation Agreement Teknikarbetsgivarna – Ledarna applies.

Section 3 Duty to negotiate

If a legal dispute or a dispute of interest arises relating to terms of employment or the general relationship between the parties, negotiations are to be conducted according to the methods and procedures of this negotiating procedure.

Note
The parties are agreed that all disputes where the employment is a material precondition for the legal claim are covered by this negotiating procedure.

An individual salaried employee, who, without support from Unionen or Sveriges Ingenjörer, intends to initiate court proceedings regarding an agreement between the employer and the individual employee or according to an Act of legislation, provided the dispute lacks any reference to collective bargaining agreements, may decline negotiations according to the negotiating procedure. However, the negotiating procedure must be completed if negotiations have been initiated.

Note
Collective bargaining agreements have rules preventing court proceedings according to, for instance, the Tort Liability Act. This provision does not affect such provisions.

A salaried employee who according to the above stated chooses to initiate court proceedings without negotiations according to the negotiating procedure, shall observe the following regarding court action time-limits. If the court action concerns claims according to an Act of legislation containing specific time-limits, those statutory time-limits will apply. For other instances court proceedings must be initiated within four (4) months after the salaried employee became aware of the factual circumstances which constitute the basis for the dispute and no later than two (2) years after the factual circumstances have occurred. If these time-limits are not observed the salaried employee has lost his case.

Section 4 Negotiations at local and central level

Negotiations are first carried out at the local level (local negotiation) and then, if agreement has not been reached, at the central level (central negotiation).

Local negotiations are conducted between the parties at the workplace.

Central negotiations are conducted between the parties at central union and association level.

Section 5 Payment disputes and disputes relating to the duty to work

The provisions of sections 6-8 and 11-12 relating to time-limits and initiating court proceedings do not apply in disputes as provided for in Sections 34 and 35 of the Co-Determination Act. In such disputes the provisions of Section 37 of the Act apply.

Note

In disputes regarding employee inventions, the provisions of the negotiating procedure replace Section 35 of the Co-Determination Act, which cannot therefore be applied in such disputes.

Section 6 Request for local negotiations

In the event a legal dispute arises regarding a declaration of invalidity or notice of termination of employment or summary dismissal, the party that wishes to raise the issue shall request local negotiations. The request shall be received by the other party not later than two weeks (2) after the notice of termination or summary dismissal took place. Where the salaried employee has not received such notice regarding an action for invalidity as referred to in Section 8, second paragraph or Section 19, second paragraph of the Employment Protection Act, the period shall be one (1) month calculated from the day on which the employment ended.

If a party fails to request negotiations within the time stated in the first paragraph, such party shall forfeit its right to negotiate in the matter.

Where any dispute other than referred to in the first paragraph arises, local negotiations shall be requested as soon as possible. A request must be received by the other party not later than four months from the date on which the party which requested negotiations may be deemed to have become aware of the factual circumstances which constitute the basis for the dispute.

If a party fails to request negotiations within the time stated in the third paragraph, such party has forfeited its right to negotiate in the matter. The aforesaid shall apply also in any event where negotiations are requested more than two (2) years after the factual circumstances occurred which constitute the basis of the dispute or in disputes regarding unpermitted fixed-time employment more than one month after the last day of employment.

Note

In the case of undisputed salary due for payment or other remuneration, the statutory time limitation applies. As regards the possibility of taking industrial action to recover salaries, Section 41 paragraph two of the Co-Determination Act applies.

Section 7 Request for central negotiations

If the parties cannot agree on a solution to a dispute as part of a local negotiation, the party that wishes to pursue the dispute further must request central negotiations with the other party.

In disputes relating to declaring a termination of employment or a dismissal invalid, a request for central negotiation shall reach the other party no later than two weeks from the date the local negotiations were concluded.

After local negotiations in accordance with Section 11 or Section 12 of the Co-Determination Act, a request must reach the other party no later than one (1) week from the date the local negotiations were concluded. This also applies in cases of disputes relating to the duty of confidentiality according to Section 21 of the Co-Determination Act and in cases of so-called contract negotiations according to Section 38 of the Co-Determination Act.

In any dispute other than that provided for in the third paragraph, a request for central negotiations must be made with due speed. A request must reach the other party no later than two months from the date the local negotiations were terminated.

If a party does not request negotiations within the time provided for in the second, third or fourth paragraph, the party thereby relinquishes its right to negotiate in the matter.

Section 8 Time within which local or central negotiations must be commenced

Where a request for negotiations has been made within the prescribed period of time, the negotiations shall be commenced as soon as possible, however not later than three weeks from the day on which the request was made. In individual cases, the parties may agree on a longer period of time.

Section 9 Negotiation minutes

If so is requested, the negotiations are to be minuted. The minutes shall be drawn up with due speed and signed by the parties.

Section 10 Conclusion of negotiations

Local or central negotiations are concluded when the parties reach an agreement there on or when one party provides the other party with clear notice that he regards the negotiations as concluded.

Where minutes are taken, the time of conclusion of the negotiations shall be noted in the negotiation minutes.

Section 11 Legal effect of negotiations in progress and loss of the right to negotiate

Before negotiations between the parties in accordance with this negotiating procedure have been concluded, the parties may not take any legal or other measures in relation to the dispute. This does not apply if a party by refusing to negotiate has prevented negotiations in accordance with the negotiating procedure.

A party that has lost its right to negotiate in accordance with the provisions of this negotiating procedure may not take action in regard to the dispute.

Section 12 Initiation of court proceedings

A party that wishes to further pursue a legal dispute once negotiations are terminated must initiate proceedings. In a dispute relating to declaring a termination of employment or dismissal invalid or a declaration that a fixed term employment is not permitted and that the employment will run until further notice, an action must be brought within two (2) weeks from the date the central negotiations were concluded, and in other disputes within four (4) months from the aforesaid date. If the dispute relates to the duty of confidentiality in accordance with Section 21 of the Co-Determination Act, the proceedings must be brought within ten (10) days from the date the central negotiations were concluded.

If proceedings are not brought within the periods provided for in the first paragraph, the party has lost its case.

Section 13 General matters

In cases regarding breach of the peace obligation and matters of interim measures, proceedings can be brought without prior negotiations.

Section 14 Period of validity of this agreement

The negotiating procedure is valid until further notice with a six (6) month notice period.

If there are collective bargaining agreements between Teknikarbetsgivarna and Unionen or Sveriges Ingenjörer regarding salaries or general conditions of employment at such time when the negotiating procedure by observation of the notice period is to expire, the negotiation procedure is prolonged to expire together with the expiry of the aforesaid agreements.

Teknikavtalet Unionen
Salary agreement*

Scope of the agreement
Unless the local parties agree otherwise the following rules apply for employees who are members of Unionen and who are employed in companies associated with Teknikarbetsgivarna.

Agreement regarding salary review
The local parties shall with the Teknikavtalet Salary Principles as a basis negotiate regarding the salary review. Unless the local parties agree otherwise, salaries are reviewed on 1 April 2023 and 1 April 2024.

Introductory negotiation
The local parties shall negotiate initially for the purpose of agreeing on the structure of the salary review. The negotiation should comprise

- schedule and sequence for when various issues are dealt with
- local salary criteria and their application in the company
- the economical preconditions and scope for the review
- how information is given to managers and employees
- relevant salary comparisons for individuals and/or groups and necessary priorities
- experiences from previous salary reviews
- how the salary discussion is carried out
- the structure of the concluding negotiation
- how employees are informed of their new salary after conclusion of salary review negotiations.

The local parties' introductory negotiation aims to create a process where the profitability, productivity and competitiveness of the company and the achieved

* Regarding salaries for Ledarna the Co-operation Agreement Teknikarbetsgivarna – Ledarna applies.

results, responsibilities, competences and skills of the employees are tied together with the individual salary development. A further basis for the negotiation is the company's financial state and position on the market. It is important that the company and the local union branch creates a common perception of the economical preconditions for the salary review.

Unless the local parties agree otherwise a check regarding the employee's salary development shall be made on 1 June 2023 and 1 June 2024, for each of the periods 1 April 2023–1 June 2023 and for the time thereafter until 1 June 2024, respectively. The salary increase per month for a full-time employee shall be at least SEK 700 and SEK 525 respectively.

Concluding negotiation

After conclusion of individual salary discussions and possible enhanced salary discussions the local parties shall end the salary review in a negotiation. The result of the salary discussion shall be accounted for according to the custom at the company or agreement between the local parties. The local parties shall in particular focus on whether the intentions discussed initially in the salary review have been followed. The local parties shall negotiate regarding appropriate measures for employees with a weak salary development to facilitate a positive salary development for him or her. The local parties shall in this context discuss whether there are reasons to exclude the employee from the minimum salary increase.

The local parties shall aim to conclude the salary review in agreement.

Note

In the concluding negotiation the local parties may adjust the result of the individual salary discussions, but shall as far as possible avoid to make changes that influence the result of the individual salary discussions.

The local parties agreeing on the salary review does not have the effect that the individual employees' salaries are regulated by collective bargaining agreement. As is custom the salaried employees' salaries are always individually determined.

Documents referred to shall be available to the counterpart.

If local party so wishes the central parties can conduct guiding salary consultations.

Individual salary discussions

The purpose of the salary discussion is to give the manager and the employee a possibility to discuss the salary setting, the grounds for this, what is demanded from the employee and what he or she can do to influence the salary.

If the local parties do not agree otherwise, the salary discussion should be conducted according to a previously set structure.

The salary setting manager and concerned employee shall be well prepared regarding criteria for salary setting and the structure and content of the discussion and have a common responsibility for the salary discussion. Before the discussion they should have gone through the issues to be dealt with during the discussion.

A precondition for the individual discussions is that salary setting manager and employee in a constructive manner and with mutual understanding make an effort as far as possible and reasonable to reach an agreement. In that way it may be avoided that the matter is unnecessarily referred to an enhanced salary discussion.

Enhanced salary discussion

The employee has, after the individual salary discussion, the possibility to ask the local union branch at the company to request an enhanced salary discussion. If the local union branch at the company requests enhanced salary discussion, the employee shall notify the salary setting manager of this. The local union branch at the company will take part in the enhanced salary discussion.

Negotiation Procedure

If the local parties fail to reach an agreement regarding the salary review, local party has the right to refer the issue to central negotiations within two weeks after the conclusion of the local negotiations. In the event that also the central parties are unable to reach agreement in the matter, a central party is entitled to submit the matter for final settlement to the Salary Council of Teknikarbetsgivarna – Unionen. The Salary Council consists of two representatives from Teknikarbetsgivarna and two representatives from Unionen. One of the representatives of Teknikarbetsgivarna shall be chairman and one of the representatives of Unionen shall be vice chairman.

For the Salary Council the following applies

The salaries for the group of employees who are members of Unionen shall increase by 7.0 per cent during the agreement term, unless the local parties agree otherwise. This applies at the collective level.

If the local parties have not agreed otherwise, the percentage for the agreement term of 7.0 per cent is divided where 3.9 per cent will be issued on 1 April 2023 and 3.1 per cent will be issued on 1 April 2024. The employer has the unilateral possibility to, within a limit of going up or down by a fourth of the value of each salary review, adjust the value between several salary reviews.

Further, the salary for a full-time employee who has reached the age of 18 shall after salary review 1 April 2023 be at least SEK 20 566 and after salary review 1 April 2024 be at least SEK 21 204.

For a full-time employee with one year's continuous employment the salary shall after salary review 1 April 2023 be at least SEK 21 865 and after salary review 1 April 2024 be at least SEK 22 543.

A lower salary can be applied for twelve months in case the local parties reach such an agreement.

Note

The local parties may not deviate from the Negotiation Procedure regarding local and central negotiotiations and Salary Council. The minimum salaries may be deviated from only as described in the Salary Agreement.

A salaried employee whose salary has been reviewed between two salary reviews will not be part of the latter of these two reviews, unless the employee and employer agree otherwise. By salary reviews is hereby meant salary reviews according to the central Teknikavtalet Unionen Salary Agreement or salary reviews according to local agreements made within the framework of the central Salary Agreement.

Regarding the value of the Agreement during the period of validity the following applies. If the local parties agree that the review on 1 April 2023 shall have a higher or lower value than 3.9 per cent, it does not mean that the salary value of the agreement for the period of validity increases or decreases correspondingly. Thus the parties may in the following review on 1 April 2024 refer to the combined total value of the agreement deduced by the higher or lower value agreen on the review on 1 April 2023. However it should be observed that the local parties may, with binding force, agree on a higher or lower total salary agreement value for the term of the Salary Agreement.

Teknikavtalet Sveriges Ingenjörer Salary Agreement

Basis for the setting of salaries

The aim of the agreement is to create a process where the company's operations, the member's achieved results, qualifications and skills are closely linked to the individual salary development.

Salary review date is 1 April 2023 and 1 April 2024 unless the local parties reach other agreement.

The local parties agree on the application of the salary principles in Section 2 Teknikavtalet.

Note
The local parties shall engage in a discussion to sort out any unclear points and differences in opinion regarding interpretation in order to make the individual salary setting easier. This provision is not to be interpreted as a requirement that there must be local collective agreements.

The local parties shall deliberate on the basis for the local application of the salary agreement and aim at unanimity regarding the economic prerequisites and the time plan for the salary review.

The local parties shall jointly go through the salary structure of the member group and current salary status for the purpose of

- clarifying the changes of the salary structure that have occurred over time**
- acknowledge needs for specific salary adjustments
- achieve a salary differentiation and salary span which supports good work performance

* Here the intention is that the local parties shall be able to have constructive discussions regarding how the salary structure has changed, and then not only during the time between two salary reviews but for a slightly longer period. Obviously historical reflections or reviewing statistics regarding long time sequences are to be avoided as being superfluous.

– clarify the salary criteria/ factors for consideration applied at the company. The factors for consideration applied at the company shall be consistent with the salary principles of Section 2 Teknikavtalet and the Agreement concerning training and development in the companies.

Documents referred to shall be available to the counterpart.

The parties should agree on the content of the information handed to managers and employees on how the salary review will be performed as well as when and how the information is handed over.

The company and the local branch of Sveriges Ingenjörer (the local union branch) shall make clear which members are included in the salary review.

After such deliberations a local party may, after contacts between the central parties, call for a joint visit for salary consultation by the central parties. Hereby is meant a discussion where the central parties distinguish the fundamental starting points and purposes of the central salary agreement.

Individual salary setting through individual salary discussion
The individual salary is set after a discussion between the salary setting manager and the member.

The salary setting manager and the member shall be well prepared regarding the factors for consideration and the structure and content of the discussion and have a joint responsibility for the salary discussion.

The individual salary discussion should be conducted according to a previously set structure. Therefore, before the salary discussion, the salary setting manager and the member shall have gone through the issues to be dealt with during the discussion.

For the member who, for reasons of low performance or lacking competence, is suggested to receive a low or no salary development, specific attention shall be given to what the member can do to increase his performance and how the employer can assist, for example by efforts to increase the member's competence. The local parties may deliberate on the situation if this is requested.

If the individual salary discussion leads to an agreement between the salary setting manager and the member regarding the new salary, this shall be documented by the member and the salary setting manager. Unless the member requests an enhanced salary discussion the new salary is set after the salary discussion.

Note
It is expected that the manager and the employee act constructively and with a mutual understanding make all possible and reasonable efforts to reach an agreement in the individual salary discussion. Thereby it may be avoided that the matter is unnecessarily brought to an enhanced salary discussion.

Enhanced salary discussion

The member may, after the discussion with the salary setting manager, request an enhanced salary discussion with participation from the local union branch at the company, whereby the company may also choose a representative at the discussion. If such enhanced salary discussion is requested the member shall notify the salary setting manager of this. In these cases the new salary is set after the enhanced salary discussion.

Evaluation by local parties

This salary agreement rests upon the foundation that the local parties are free, with binding force, to agree on the salary setting.

The result of the salary setting shall be documented and accounted for according to the custom at the company or agreement between the local parties. The local parties shall endeavour to state in unanimity that the salary review has been concluded, including also the results of the individual salary discussions and the set salary changes. The local parties shall make a joint assessment of the salary structure and follow up that the salary principles and any local agreements on salary setting have been applied.

If the local parties do not agree differently the following applies. Salary review shall bring the salary sum for the members included in the salary review to increase by the percentage derived from the value of the central salary agreement for salaried employees within the Teknikarbetsgivarna area of application for central agreements during the period of the agreement. If the period of the agreement covers several salary reviews, this stated percentage shall be divided by the amount of reviews and is applied at each review. However, the employer has the possibility to, within a limit of going up or down by a fourth of the value of each salary review, adjust the value between several salary reviews. When applying this regulation the local parties shall negotiate on the alterations which may be required to achieve this stated percentage. Changes to the results of the individual salary discussions shall then be avoided in so far as this is possible.

Negotiating procedure

If the salary review ends in disunity relevant local party may bring the issue to central negotiations. In the event that the central parties cannot agree in the matter either, a central party is entitled to submit the matter for final set-

tlement to the Teknikarbetsgivarna – Sveriges Ingenjörer Salary Council. The Salary Council consists of two representatives from Teknikarbetsgivarna and two from Sveriges Ingenjörer. One of the representatives of Teknikarbetsgivarna shall be chairman and one of the representatives of Sveriges Ingenjörer shall be vice chairman.

Alternative Salary Agreement

To the Salary Agreement between Teknikarbetsgivarna and Sveriges Ingenjörer the following alternative is added for the local parties.

Salary Agreement as agreed upon

The local parties may reach agreement to apply the following rules. In the agreement the local parties are free to determine the length of validity of the agreement. If a specific length of validity has not been determined, the local agreement will apply for the same period as Teknikavtalet Sveriges Ingenjörer.

Basis for the setting of salaries

The local parties shall yearly, before the individual setting of salary, deliberate on the basis for the setting of salaries, ie. which factors to consider when setting the salary. Such basis for setting of salaries must be in compliance with the Salary principles of Teknikavtalet Sveriges Ingenjörer. The local parties shall also discuss experiences from previous setting of salaries and what the company wants to achieve in the current salary setting, the time plan for the setting of salaries, from which date the new salaries shall apply as well as which financial and other preconditions are applicable. If there are any uncertainties as to which employees are included in the salary setting according to the local agreement, this shall be clarified.

The purpose of the deliberations is to reach a common view on a salary setting which supports a good work performance and contributes to the development of the business operations as well as the individual employee.

> **Note**
> It is important that the deliberations of the local parties are conducted efficiently and with a common intention to achieve a well structured decision-making process. The purpose is to allow for an exchange of experiences and to achieve improvements.

Individual salary setting through individual salary discussion

For each employee the salary is determined individually at least once a year. The individual salary setting is based on a discussion between the salary setting manager and the employee. In this discussion the new salary shall be explicitly dealt with.

The company shall ensure that the basis and the factors for consideration for the salary setting are available to the employees. It is the responsibility of the salary setting manager and the employee to inform themselves of the purpose of the factors for salary setting which are applied within the company.

The individual salary discussion should be conducted according to a set structure (checklist) so that the consideration of the applied factors and the evaluation of these can be done in a consistent manner. Before the salary discussion the salary setting manager and the employee shall have examined the issues to be considered during the review.

The company as well as the employees have a responsibility for a well functioning salary setting. It is essential that the salary setting manager and the employees are well prepared as to the form and content of the individual salary discussion.

If the individual salary discussion leads to an agreement between the salary setting manager and the employee regarding the new salary, this shall be documented in an appropriate and simple way. Of course this does not mean that the employee confirms that he or she is in agreement with the salary setting manager in all parts of the individual evaluation of the employee.

If the employee is of the opinion that the salary setting or the salary setting discussion is insufficient to such an extent that he or she wants a further discussion with local union participation, the employee must inform the salary setting manager of this and specify the cause of the displeasure so that the salary setting manager and the company can prepare for the continued discussion.

Dispute resolution
After an individual salary discussion and a further discussion with local union participation, a local party may call for local negotiations regarding the individual salary setting of the employee.

If disagreement persists after local negotiations a local party may refer the matter to central negotiations in accordance with the negotiation procedure in the Basic agreement.

In the event that even the central parties cannot agree in the matter, a central party is entitled to submit the matter for final settlement to the Teknikarbetsgivarna – Sveriges Ingenjörer Salary council. The Salary council consists of two representatives from Teknikarbetsgivarna and two representatives from Sveriges Ingenjörer. One of the representatives of Teknikarbetsgivarna shall be chairman and one of the representatives of Sveriges Ingenjörer shall be vice-chairman.

Evaluation by local parties
When all salaries have been set the company shall notify the local union party of this.

Where a yearly salary setting has not taken place for an employee who is covered by the local agreement on application of these rules, the company shall explain the reasons for this.

The result of the salary setting shall be accounted for and documented in accordance with the practice or agreement applied at the company.

The local parties should examine in how many cases the salary setting manager and the employee have reached agreement regarding the new salary, in how many cases there was a dispute and shall also deliberate on where improvements can be made for the following yearly setting of salary.

The local parties shall finally conclude in common that they have completed the procedure according to the agreement.

Co-operation Agreement Teknikarbetsgivarna – Ledarna

The agreement was signed on 7 June 2000 between Teknikarbetsgivarna (formerly VF) and Ledarna and revised on 1 April 2010, 1 February 2012, 1 April 2013, 8 April 2016, 11 April 2017, 4 November 2020 and 11 April 2023.

The agreement is applicable to members of Ledarna

The manager is in his role as a supervisor the employer's representative at the workplace. It is therefore presumed that the manager acts in solidarity with the employer and loyally strives to advance the interests of the employer. Being a manager and thereby the representative of the employer is a key role in the companies and also often an exposed task. This presumes a mutuality of trust and a need for trust and support from the employer. It is also of importance that the manager, based on the extent of the role as manager and the qualifications of the manager, when performing adequate work receives a salary and any other remunerations which correspond to the position of trust. The relationship between Ledarna and Teknikarbetsgivarna is to be marked by the fact that Ledarna is an organisation for managers and solutions to any disputes between the parties should be directed towards efforts to strengthen the trust between the parties.

Negotiating procedure

The purpose and joint assumptions for the agreement

The purpose of this agreement is to facilitate constructive negotiations at company and association level.

Teknikarbetsgivarna and Ledarna are agreed as follows.

- that questions concerning the relationship between employer and employee shall preferably be regulated at company level
- that competitiveness and profitability are essential for good working conditions
- that stable and trustful relations between the employer, the employees and the local employee organisation can contribute to productivity and development
- that the parties shall, as a general rule, be able to conduct collective agreement negotiations without the assistance of an impartial chairman

– that conflict measures shall not be used other than when all other possibilities have been exhausted

– that, under all circumstances, the right of association shall be respected.

Chapter 1 Individual salary negotiations

Section 1 Individual salary negotiations

Basis for the setting of salaries

The local parties shall yearly, before the individual setting of salary, deliberate on the basis for the setting of salaries, ie which factors to consider when setting the salary. The local parties shall also discuss experiences from previous setting of salaries and what the company wants to achieve in the current salary setting, the time plan for the setting of salaries, from which date the new salaries shall apply as well as which financial and other preconditions are applicable. If there are any uncertainties as to which employees are included in the salary setting according to the local agreement, this shall be clarified.

The purpose of the deliberations is to reach a common view on a salary setting which supports a good work performance and contributes to the development of the business operations as well as the individual employee.

> **Note**
> It is important that the deliberations of the local parties are conducted efficiently and with a common intention to achieve a well structured decision making process. The purpose is to allow for an exchange of experiences and to achieve improvements.

Individual salary setting through individual salary discussion

For each employee the salary is determined individually at least once a year. The individual salary setting is based on a discussion between the salary setting manager and the employee. In this discussion the new salary shall be explicitly dealt with.

The company shall ensure that the basis and the factors for consideration for the salary setting are available to the employees. It is the responsibility of the salary setting manager and the employee to inform themselves of the purpose of the factors for salary setting which are applied within the company.

The individual salary discussion should be conducted according to a set structure (checklist) so that the consideration of the applied factors and the evalua-

tion of these can be done in a consistent manner. Before the salary discussion the salary setting manager and the employee shall have examined the issues to be considered during the review.

The company as well as the employees have a responsibility for a well functioning salary setting. It is essential that the salary setting manager and the employees are well prepared as to the form and content of the individual salary discussion.

If the individual salary discussion leads to an agreement between the salary setting manager and the employee regarding the new salary, this shall be documented in an appropriate and simple way. Of course this does not mean that the employee confirms that he or she is in agreement with the salary setting manager in all parts of the individual evaluation of the employee.

If the employee is of the opinion that the salary setting or the salary setting discussion is insufficient to such an extent that he or she wants a further discussion with local union participation, the employee must inform the salary setting manager of this and specify the cause of the displeasure so that the salary setting manager and the company can prepare for the continued discussion.

Dispute resolution

After an individual salary discussion and a further discussion with local union participation, a local party may call for local negotiations regarding the individual salary setting of the employee.

If disagreement persists after local negotiations a local party may refer the matter to central negotiations.

In the event that even the central parties cannot agree in the matter, a central party is entitled to submit the matter for final settlement to the Teknikarbetsgivarna – Ledarna Salary council. The Salary council consists of two representatives from Teknikarbetsgivarna and two representatives from Ledarna. One of the representatives of Teknikarbetsgivarna shall be chairman and one of the representatives of Ledarna shall be vicechairman.

Evaluation by local parties

When all salaries have been set the company shall notify the local union party of this.

Where a yearly salary setting has not taken place for an employee who is covered by the local agreement on application of these rules, the company shall explain the reasons for this.

The result of the salary setting shall be accounted for and documented in accordance with the practice or agreement applied at the company.

The local parties shall finally conclude in common that they have completed the procedure according to the agreement.

Section 2 Salary setting guidelines

Salary setting shall be differentiated according to individual or other circumstances.

The salary setting should be shaped so that it becomes a propelling force for the development of the company and the employees. The salary setting will thus stimulate increased productivity and increased competitive strength. If certain objectives have been set for the business operations and for the individual, the degree of fulfillment of these objectives should be taken into consideration when setting the salary.

The salary setting should be linked to the economic conditions and development of the company. The individual salary is to be set with regards to market forces and the employee's responsibility and work tasks as well as the way in which the employee performs work tasks. Theoretical and practical knowledge, judgment and initiative, responsibility, effort, work environment, ability to co-operate and to lead are examples of important factors to be taken into account.

Discriminatory or other factually unmotivated differences in salaries and other employment conditions between employees shall not occur.

The salary setting manager and the employee should be aware of the basis for setting of salaries within the company and what the employee may do in order to increase his salary.

Chapter 2 Dispute resolution

Section 1 Negotiation obligation

In the event of a legal dispute or interest dispute other than referred to in chapter 1 concerning employment terms and conditions or the relationship in general between the parties, negotiations shall be conducted in the manner set forth in this chapter.

Section 2 Negotiations at local and central level

Negotiations shall first take place between the local parties (local negotiations) and thereafter, if agreement is not reached, between the parties at association level (central negotiations).

Section 3 Request for local negotiations

In the event a legal dispute arises regarding a declaration of invalidity of notice of termination of employment or summary dismissal, the party that wishes to raise the issue shall request local negotiations. A request shall be received by the other party not later than two (2) weeks after the notice of termination or summary dismissal took place. Where the employee has not received such notice regarding an action for invalidity as referred to in section 8, second paragraph or section 19, second paragraph of the Employment Protection Act, the period shall be one month calculated from the day on which the employment terminated.

Where any dispute other than referred to in the first paragraph arises, local negotiations shall be requested as soon as possible. A request must be received by the other party not later than four months from the date on which the party which requested negotiations may be deemed to have become aware of the factual circumstances which constitute the basis for the dispute.

If a party fails to request negotiations within the time stated in the first or second paragraph, such party shall forfeit its right to negotiate in the matter. The aforesaid shall apply also in any event where negotiations are requested more than two years after the factual circumstances occurred which constitute the basis for the dispute.

Section 4 Request for central negotiations

If the parties fail to agree upon the resolution of a dispute in conjunction with local negotiations, the party which wishes to proceed with the dispute shall request central negotiations from the other party.

In a dispute as referred to in Section 3, first paragraph or following local negotiations in accordance with Section 11 or Section 12 of the Co-Determination Act, a request shall be received by the other party not later than one week from the day on which the local negotiations were concluded. This also applies in cases of disputes relating to the duty of confidentiality according to Section 21 of the Co-Determination Act and in cases of so-called contract negotiations according to Section 38 of the Co-Determination Act.

In any dispute other than as referred to in the second paragraph, a request for central negotiations shall be made promptly. A request shall reach the other party not later than two months from the day on which the local negotiations were concluded.

If a party fails to request negotiations within the period of time stated in the second or third paragraphs, the party shall forfeit its right to negotiate in the matter.

Section 5 Time within which local or central negotiations must be commenced

Where a request for negotiations has been made within the prescribed period of time, the negotiations shall be commenced as soon as possible, however not later than three weeks from the day on which the request was made. In individual cases, the parties may agree on a longer period of time.

Section 6 Negotiation minutes

Where Ledarna so requests, the employer shall draw up the minutes of the negotiations, which shall be sent to the other party following conclusion of the negotiations.

Section 7 Conclusion of negotiations

Local or central negotiations are concluded when the parties reach agreement thereon or when one party provides the other party with clear notice that he regards the negotiations as concluded. Where minutes are taken, the time of conclusion of the negotiations shall be noted in the negotiation minutes.

Section 8 Demand for negotiations and forfeiture of right of negotiation

Before negotiations between the parties in accordance with these negotiation rules have been concluded, the parties may take legal or other measures as a consequence of the dispute. However, the aforesaid shall not apply to the commencement of proceedings as a result of a breach of the obligation of industrial peace.

A party who has forfeited its right to negotiation, pursuant to the provisions of these negotiation rules, may not take any measures as a consequence of the dispute.

Section 9 Initiation of legal proceedings

A party who, following conclusion of negotiations, wishes to proceed with a legal dispute must initiate proceedings. The parties may agree that a dispute shall be resolved by an arbitral board instead of by the Labour Court.

In a dispute regarding a declaration of invalidity with respect to notice of termination or summary dismissal, an action shall be brought within two (2) weeks

from the date on which the central negotiations were concluded and, in other disputes, within four (4) months from the aforementioned date.

Where proceedings are not brought within the time stated in the second paragraph, the party shall forfeit its claim.

Note
Negotiation rules for disputes regarding interpretation and application of work time provisions are set forth in Section 7 of the Working hours agreement.

Chapter 3 Collective agreement negotiations at association level

Section 1 Timetable for collective agreement negotiations

Collective agreement negotiations shall be prepared and scheduled so that the negotiation work can be carried out in a concentrated and efficient manner.

In conjunction with the renegotiation of a collective agreement, the starting point is that the parties shall conclude the negotiations prior to the expiry of the current agreement.

Section 2 Impartial chairman

The parties shall appoint a person with the task, as an impartial chairman, of assisting in the negotiation of a collective agreement at association level. If the parties in a particular case believe that this will promote the negotiations, an additional person may be appointed. Compensation to an impartial chairman shall be regulated separately.

Section 3 Presentation of negotiations claim

Unless otherwise agreed by the parties, the renegotiation of a collective agreement shall be commenced three months prior to the expiry of the current agreement. This is conducted by bringing claims of agreement. After the aforementioned period of time, further claims may be presented only if there is no impediment to the claim being presented in due time.

Section 4 The entry into the negotiations by the impartial chairman

A party may request that the impartial chairman shall join the negotiations regarding a collective agreement. Where such a request is made, the impartial chairman shall apprise himself of the reasons for the request and consult with the parties. Where a request thereafter remains, the impartial chairman shall join the negotiations. In the event of renegotiation of a collective agreement, the

impartial chairman shall, on his own initiative, join the negotiations unless the parties have entered into a new association agreement one month prior to the expiry of the current agreement.

Section 5 Powers of the impartial chairman

The impartial chairman shall, in his discretion and in accordance with the rules in this agreement, take the measures required in order to conclude the negotiations prior to the expiry of the current agreement. Where the impartial chairman, on his own initiative, joins the negotiations, the extension of an association agreement after the expiry date shall require the consent of the impartial chairman.

A party which is considering giving notice of strike measures shall notify the impartial chairman orally and in writing. The impartial chairman shall carefully apprise himself whether the reasons for which the party intends to take conflict measures are necessary and investigate which other alternative forms of action are available.

Based on the purpose of this agreement and that which is beneficial for the parties' negotiation work and a reasonable negotiation result, the impartial chairman may

- order the parties to study or specify individual negotiation matters
- submit his own proposals for a solution of the negotiation issues
- order the parties to allow individual negotiation issues to be tried by an arbitral board
- postpone conflict measures notified by a party until such time as other possibilities for a solution are exhausted.

A decision to postpone notified conflict measures shall apply for not more than fourteen calendar days, unless particular reasons indicate a longer deferment.

The duties and powers of an impartial chairman pursuant to this agreement shall apply during the entire course of negotiations and shall apply in lieu of statutory provisions.

Section 6 Labour conflict

Where a labour conflict has broken out, the impartial chairman may, following consultations with the parties, prescribe that the parties' conflict measures shall

be discontinued for a specific short period of time in order to improve the atmosphere for negotiations.

Section 7 Peace obligation

The parties are agreed that an industrial peace obligation shall prevail regarding the question of salaries during the period of validity of this agreement.

When an association agreement is entered into concerning employment conditions and other circumstances between the employer and employees, the peace obligation shall also otherwise apply during the term of the association agreement.

It is incumbent on the parties to monitor compliance with association agreements and the correct application thereof. Where an unlawful conflict measure is taken, all ongoing local negotiations within the company shall cease immediately. Only deliberations pursuant to the Co-Determination Act aimed at restoring industrial peace may be carried out.

Section 8 Local deviations

Notwithstanding an association agreement, local agreements may be reached regarding company adjusted rules.

Chapter 4 Period of validity of this agreement

This agreement supersedes the main agreement between VF and Ledarna and shall apply until further notice with a period of notice of termination of three (3) months.