Agreement between Tekniktjänstearbetsgivarna and Unionen/Sveriges Ingenjörer

1 April 2017 – 31 March 2020

Agreement between Tekniktjänstearbetsgivarna
and Unionen and Sveriges Ingenjörer

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

Sveriges Verkstadsförening (VF) = Tekniktjänstearbetsgivarna
Svenska Arbetsgivareföreningen (SAF) = Svenskt Näringsliv
Svenska Industritjänstemannaförbundet (SIF) = Sif = Unionen
Sveriges Civilingenjörsförbund (CF) = Sveriges Ingenjörer

Disclaimer. This is an English translation of Tekniktjänsteavtalet Unionen/Sveriges Ingenjörer. It is not a translation which is agreed between the parties of Tekniktjänsteavtalet. 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 this printing of the Agreement

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. 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 subsequent amendments and supplements.

Social security for salaried employees working abroad
The agreement between SAF and PTK of 24 June 1985 concerning ”social security for salaried employees serving abroad”.

Agreement on industrial development and efficiency
The agreement on industrial development and efficiency between SAF, LO and PTK of 15 April 1982, as adopted by VF.

Adjustment agreement
Adjustment agreement between SAF and PTK of 18 December 1997.

Trainee employment
Agreement on trainee employment between Teknikarbetsgivarna and Unionen and Sveriges Ingenjörer.

Salary statistics
Agreement on salary statistics between Unionen and Tekniktjänstearbetsgivarna.

Agreement on general terms and conditions of employment

between Tekniktjänstearbetsgivarna and Unionen and Sveriges Ingenjörer

1 Scope of the agreement

1:1 Area of application

This agreement applies to salaried employees who are employed by companies associated with Tekniktjänstearbetsgivarna.

1:2 Senior management etc.

The Agreement does not apply to employees in senior managerial positions.

1:3 Salaried employees remaining in service or are hired after having reached the regular retirement age

The Agreement applies to a salaried employee who remains in service at the company or who is hired by the company after having reached the ordinary retirement age that applies to him according to the ITP plan, with the following restrictions:

- 5:3 and 5:4:2 regarding sick pay after the 14th calendar day apply only if a specific agreement has been made on this point between the employer and the employee.

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

1:4 Business travel abroad

When a salaried employee is to make a business trip abroad, the terms during the stay abroad shall be decided. As a rule this should take place before the trip.

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.

2 Employment

2:1 Employment until further notice or for a fixed term

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

When hiring a salaried employee, the employer must notify the local salaried employee party if such organisation exists at the workplace.

Note
In the application of this subsection, local salaried employee party means the salaried employee union branch or other local union representative employed with the company, so-called contact person.

2:2 Fixed term employment

Within the scope of this agreement, fixed term employment must be entered into only by 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 many different reasons for using fixed-term employment. Examples might be substitute service, a time-limited project or to try the qualifications or aptitude of the employee.

Employment for a fixed term, shorter than one month, of youths of school age, students, or a 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.

The employer and a salaried employee may agree on a fixed-term employment for at least one month and at the most 24 months of employment during a three-year period. Regarding youths of school age, students, 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, an agreement may be made also regarding fixed term employment shorter than one month.

Until the point in time when the salaried employee has an aggregate employment term of six months at the company, each of the salaried employee and

the employer may terminate a fixed-term employment by notifying the other party in writing. The employment shall terminate one month after the written notice. After an aggregate employment term of six months, fixed-term employment is valid for the agreed time unless the employer and the salaried 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 of this Agreement.

With the support of a local agreement, the employer and a salaried employee may agree on a fixed term employment whereby the salaried employee will be employed for a fixed term for more than 24 months during a three-year period.

If there is no local union branch, the employer and a salaried employee may agree on such longer fixed-term employment without the support of an agreement with the union organisation. However, the union organisation must be informed of every such employment.

Note
If the union 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.

For Sveriges Ingenjörer local union branch means Sveriges Ingenjörer's local union branch at the company.

2:3 Priority right to and order of priority at re-employment

There is a priority right to re-employment according to law, supplemented by the following collective bargaining agreement regulation. A priority right to re-employment requires that the salaried 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 redundancy.

In connection with re-employment of salaried employee(s) whose employments have been terminated due to redundancy, 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 Sections 25-27 of the Employment Protection Act on the

order of re-employment, in accordance with provisions of 12:2.

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 2:2, a priority right cannot be asserted if the conflict is due to the employees' side not being willing to reach such an agreement.

2:4 Part-time for retirement purposes under collective bargaining agreement

2:4:1 Part-time for retirement purposes (Part-time pension)

A salaried employee may apply for a right to part-time pension starting from the month that the salaried employee reaches the age of 62.

If part-time pension is granted, the employment constitutes, from the time when the part-time pension enters into effect, part-time employment with the percentage of full working hours that the part-time pension entails. In granting part-time pension, the employer shall with respect to a salaried employee comprised by ITP 2 also, going forward, report income in relation to the salaried employee's former percentage of full working hours.

Salaried employees with part-time employment through part-time pension according to this agreement shall not have priority right to employment at a higher percentage of full working hours under Section 25 a of the Employment Protection Act.

Note
The parties agree to adapt the agreement to legislative rules in effect from time to time regarding pension, e.g., tax rules regarding the use of pension insurance.

2:4:2 Application and notice

The salaried employee shall apply for part-time pension in writing six calendar months before the effective date of the part-time pension. The application shall clearly set forth the percentage of full working hours intended.

Concurrently with the submission of the application to the employer, the salaried employee shall notify the salaried employee union branch at the company.

Not later than two months from receipt by the employer of the application,

the employer shall notify its answer to the employee and the salaried employee union branch at the company whether the application has been granted or not, unless a reprieve has been agreed with the salaried employee. A failure to answer timely constitutes a breach of a form requirement and therefore does not entail that the application shall be deemed to be granted. In case the application is not granted later, the employer shall, if applicable, pay SEK 2 000* for the breach of the form requirement to the salaried employee.

The employer may reject the application for part-time pension if granting it from an objective point of view would constitute a considerable obstacle in the operations.

2:4:3 Negotiations and disputes

If an application for part-time pension has been rejected and the salaried employee wishes to have the application tried under the negotiation procedure, the salaried employee shall notify the salaried employee union branch, which has the right to request local negotiations. The dispute shall then be deemed to concern the matter of part-time pension with 80 percent of full working hours and shall be handled according to the negotiation procedure Tekniktjänstearbetsgivarna – Unionen and Sveriges Ingenjörer as follows.

The matter whether part-time pension shall be granted may be handled in local negotiations and thereafter, if the matter is not resolved, finally in central negotiations.

If the parties are unable, in local or central negotiations, to agree on whether agreed part-time pension may be granted without a significant disturbance in the operations, the salaried employee union branch shall, if the salaried employee wishes to pursue the matter, request local negotiations regarding the obligation of the employer to pay damages for wrongful application of the agreement.

3 Loyalty

3:1 Mutual loyalty and trust

The relationship between employer and employee is based on mutual loyalty and trust.

* The amount shall from 2014 be increased annually by the CPI.

3:2 Confidentiality
A salaried employee shall observe confidentiality regarding company secrets and other information of a sensitive nature or that otherwise may harm the company, e.g., pricing, designs, research and development, business circumstances as well as relationships with customers and suppliers.

3:3 Non-compete and sideline activities
A salaried employee 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 a salaried employee accept assignments or engage in activities, which may have a detrimental effect on his work on behalf of the employer.

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

3:4 Fiduciary assignments
The duty of loyalty does not restrict a salaried employee from accepting elected positions at central government, local government and union level. The right to leave under these circumstances is regulated by law.

4 Annual leave

Annual leave shall be accrued and scheduled according to law and this agreement. According to the main rule of the Swedish Annual leave act, a salaried employee has the right to 25 days' annual leave.

If there is an agreement concerning annual leave in addition to the annual leave mandated by law, this Agreement does not in and of itself mean that such an agreement is invalid.

According to the Swedish Annual leave act, the accrual year is between 1 April and 31 March. The annual leave year, the year when the salaried employee may take his earned annual leave, occurs during the same period the year after the accrual year. The employer may agree on a different annual leave and accrual year with the local union party or the salaried employee.

4:1 Holiday pay
The holiday pay is the current monthly salary. In addition, a holiday supplement is paid in the amount of 0.8 % of the monthly salary per day of annual leave (for those employees working intermittent part time, this shall be calculated on the basis of the number of gross days, see 4:6).

The holiday supplement shall be paid no later than the month after the annual leave.

When the employment terminates, accrued not taken supplements shall be paid together with the final salary.

Salaried employees with a variable salary (variable salary = compensation depending on individual performance) shall receive holiday pay in the amount of 0.5 % of the paid amount times the number of annual leave days (including unpaid). Such holiday pay shall be paid not later than one month after the end of the accrual year.

Upon local agreement, variable salary (variable salary = compensation depending on individual performance) may include holiday pay.

Amounts qualifying for holiday pay shall be calculated in consideration of holiday pay qualifying leave according to the Swedish Annual leave act.

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

Overtime compensation (including overtime compensation for part-time employees) and travelling time compensation include holiday pay.

4:2 Deduction for unpaid annual leave

For each unpaid annual leave day taken, a deduction shall be made from the current monthly salary of the salaried employee in the amount of 4.6 % of the monthly salary.

4:3 Change in Hours Worked (degree of work)

If the salaried employee during the accrual year has worked a different number of hours (degree of work) than at the time of the annual leave, the current monthly salary at the time of the annual leave shall be prorated in consideration thereof. This applies also to taking saved annual leave days.

4:4 Annual leave for newly hired and others

If accrued annual leave days are insufficient to cover the full annual leave, then the salaried employee and the employer may agree on leave without salary deduction. Such an agreement shall be in writing.

If the employment ends within five years and the salaried employee has an annual leave deficit, a deduction will be made from the accrued salary and/or holiday supplement as for unpaid annual leave (4.6 %). The deduction shall be calculated on the basis of the salary that applied at the time of the leave.

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

4:5 Annual leave for newly hired and others upon concurrent accrual and annual leave years

When the accrual year and the annual leave year are concurrent, the holiday pay received shall be considered an advance, and shall be deducted from both holiday supplement and salary. A salaried employee who has received more annual leave days than accrued shall repay the excess.

A corresponding correction in the salary shall be made if there is a change in the hours worked during the annual leave year.

No deduction shall be made if the employment terminates because of

1) the salaried employee's illness or

2) circumstances stated in the third paragraph, first sentence of Section 4 of the Swedish Employment Protection Act

3) termination by the employer due to a circumstance that is not attributable to the salaried employee personally.

4:6 Scheduling of annual leave for intermittent part-time employees

With respect to a salaried employee who works only some of the days of the week, in scheduling annual leave, the number of net days is calculated as the average number of working days per week x the number of annual leave days/5 rounded upwards to a whole day.

Example:
In case of 25 days' gross annual leave days and 3 working days per week, the net annual leave will be 15 days.

When annual leave is taken, a full net day is used for each day that the employee would otherwise have worked.

4:7 Saving annual leave
Paid annual leave in excess of 20 days may be saved for not more than five years.

The employer and the salaried employee shall agree on how saved annual leave is to be taken.

Saved days of annual leave shall be taken out in the order they were saved. It is not permitted to take saved annual leave days and the same year save new ones.

4:8 Annual leave and holiday pay not taken out
Annual leave that remains accrued when the employment terminates is compensated by 5.4 % (4.6 % + 0.8 %) of the current monthly salary per annual leave day.

5 Sick pay etc.

5:1 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. Except as provided herein, the Sick Pay Act applies.

When a salaried employee becomes sick and consequently cannot perform his duties, he must notify the employer as soon as possible. The salaried 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 as the grounds no longer exist.

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

The same applies if the salaried employee's capacity to work is reduced on account of an accident or occupational injury or must refrain from work on account of the risk of spreading an infection and is entitled to compensation pursuant to the Regulation concerning Compensation for Carriers of Infections.

5:2 Medical certificate and written assurance
The salaried employee must provide the employer with written assurance that he has been sick and to what extent he could not work on account of the

sickness. The salaried employee is not entitled to sick pay before this assurance has been provided to the employer.

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

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

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

5:3 Duration of the sick pay period

Main rule
If, according to the rules in this Agreement, the salaried 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.

A salaried 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 salaried 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.

Days of sick pay means days with deduction for sickness as well as non-working days that occur during a period of sickness.

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

Exception 3
A salaried 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.

5:4 Amount of sick pay
The sick pay the employer must pay the salaried employee is calculated by making a deduction from the salary as follows.

5:4:1
Sickness up to and including the 14th calendar day of the sick pay period:

For each hour a salaried employee is away from work due to sickness a deduction is made of

$$\frac{\text{monthly salary x 12}}{\text{52 x weekly working hours}}$$ for the first day of sick leave (qualifying day)

and of

$$20\ \% \times \frac{\text{monthly salary x 12}}{\text{52 x weekly working hours}}$$ from and including the second day of sick leave

In the case of salaried employees who regularly work other working hours than day-time, i.e., salaried employees working shifts, sick pay of 80 per cent of the lost compensation for inconvenient hours shall also be paid from and including the second day of sick leave.

Sick pay according to this rule is thus comprised of the difference between the monthly salary calculated according to 10:2 and the deduction set out above.

Note 1

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

Note 2

If the salaried employee during the previous 12 months has had ten qualifying days as defined above or according to a decision of the Social Insurance Office has a right to sick pay, a deduction for sickness shall be made and sick pay shall be paid from and including the first day of sick leave in the same way as for the second day of sick leave.

Note 3

Weekly working hours means the number of working hours per week without public holidays for the individual salaried employee. If the salaried employee has irregular working hours, weekly working hours shall be calculated as an average per month or some other work schedule cycle.

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

Note 4

The sick deduction for the qualifying day may not be greater than one day's salary at the time the deduction is made.

5:4:2

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 salaried employees with a salary of up to SEK 28 000 per month

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

For salaried employees with a salary exceeding SEK 28 000 per month

$$80\ \% \times \frac{7.5 \text{ price base amounts}}{365} + 10\ \% \times \frac{\text{monthly salary} \times 12}{365}$$

Note 1
The stated monthly salary limit is 7.5 x the current price base amount divided by 12. The price base amount for 2017 is SEK 44 800 and the salary limit for 2017 is therefore SEK 28 000.

Note 2
In the event of a change in salary, the sickness deduction is made on the basis of the old salary until the day the salaried employee is informed of his new salary.

Note 3
The sick deduction for the qualifying day may not be greater than one day's salary at the time the deduction is made.

5:5 Certain co-ordination rules

5:5:1
If, on account of an occupational injury, the salaried 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 shall not be calculated in accordance with subsection 5:4 but consists instead of the difference between 90 per cent of the monthly salary and the annuity.

5:5:2
If the salaried 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.

5:5:3
If the salaried employee receives other compensation from the government than from the Social Insurance Office, occupational injury insurance or the government insurance for personal injury, the sick pay shall be reduced by the amount of compensation.

5:6 Restrictions in the right to sick pay

5:6:1
If the salaried employee has reached the age of 60 at the time of employment, the employer and the salaried employee may reach an agreement that he will not be entitled to sick pay after the 14th calendar day of the sick pay period.

If such an agreement has been reached, the employer must inform the local salaried employees' party.

5:6:2
If, at the time of employment a salaried 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 reduced capacity to work due to the sickness in question.

5:6:3
If, at the time of employment the employer has requested a certificate of good health from the salaried employee, but the salaried employee owing to sickness has not been able to provide one, the salaried employee is not entitled to sick pay after the 14th calendar day of the sick pay period in the event of reduced capacity to work due to the sickness in question.

5:6:4
If the salaried employee's sickness benefits have been reduced pursuant to the Social Insurance Code, the employer shall reduce the sick pay pro rata.

5:6:5
If the salaried 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 salaried employee cannot obtain damages for loss of earnings from the party responsible for the injury.

5:6:6
If the salaried 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 it has specifically undertaken to do so.

5:6:7
The employer is not obliged to pay sick pay after the 14th calendar day of the sick pay period

- if the salaried employee has been exempted from sickness insurance benefits under the Social Insurance Code, or

- if the salaried employee´s reduced incapacity to work is self-inflicted, or

- if the salaried employee has been injured as a result of acts of war, unless otherwise agreed.

Notes
1. Regarding the restriction in the right to sick pay on account of sick pension, see 5:3, exception 2.

2. Regarding the restriction in the right to sick pay after the 14th calendar day of the sick pay period for salaried employees who have reached retirement age, see 1:3.

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

5:7 Miscellaneous provisions

5:7:1
In the application of the provisions of this section, benefits paid under the government insurance for personal injury shall be equated with the corresponding benefits under the Social Insurance Code.

5:7:2
If the salaried employee must refrain from work on account of the risk of spreading an infection and is entitled to compensation for carriers of infections, the following shall apply.

Absence **until the 14th calendar day, inclusive.**

For each hour a salaried employee is absent, a deduction shall be made by

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

Regarding the definition of weekly working hours, see Note 3 to 5:4:1.

From the 15th calendar day, inclusive, a deduction shall be made according to 5:4:2.

6 Parental pay

Parental pay shall be paid in accordance with the following rules unless the local parties agree otherwise.

6:1 Conditions for parental pay

A salaried 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 benefits is entitled to receive parental pay from the employer if the salaried 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 two 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.

6:2 Amount of parental pay

a) If a salaried 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 a salaried 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 salaried employees with a monthly salary exceeding SEK 37 333, 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 the current price base amount divided by 12. The price base amount for 2017 is SEK 44 800 and the salary limit for 2017 is therefore SEK 37 333.

Disbursement of parental pay is made at the time of regular salary disbursement for the time parental pay is paid.

6:4 Exceptions
Parental pay is not paid if the salaried employee is excluded from parental benefits under the Social Insurance Code. If benefits have been reduced, parental pay shall be reduced pro rata.

6:5 Parental pay for part of a month
Parental pay for part of a month is paid in proportion to the shorter period.

6:6 Absence with temporary parental pay
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 salaried employee's full monthly salary is deducted.

7 Overtime compensation

7:1 The right to special overtime compensation

7:1:1
A salaried employee has the right to special overtime compensation except where otherwise agreed in accordance with the second paragraph in this subsection.

The employer and the salaried employee may agree that special compensation for overtime work will not be paid since the overtime is compensated by a higher salary and/or five or three annual leave days over and above the statutory annual leave.

Such agreements will apply to salaried employees in managerial positions or salaried employees who have working hours not susceptible to verification 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 annual leave year, except where otherwise agreed by the employer and the salaried employee.

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

The same applies for a salaried employee who experiences health issues that clearly can be connected to the amount the salaried employee works. In the latter case the salaried employee should be offered a medical examination in connection to these discussions.

"Working hours not susceptible to verification" means that there are no practical means of recording working hours in a suitable way, e.g. because the salaried 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.

7:1:2
If an agreement has been reached in accordance with the second paragraph of 7:1:1, the employer must notify the local union branch.

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

7:2 Conditions for special overtime compensation

7:2:1
"Overtime working involving the right to overtime compensation" means work performed by the salaried employee in addition to the duration of the regular daily working hours applicable to him, if

- the overtime work was ordered in advance, or

- the overtime work was approved later by the employer.

Regarding part-time work, see 7:4.

7:2:2
When calculating the duration of the overtime work performed, only completed half hours are included.

7:2:3
If a salaried employee has been ordered to perform overtime work at a time, which is not in immediate connection with regular working hours, overtime compensation shall be paid as if the overtime had been carried out for at least three hours. This does not apply if the overtime is separated from regular working hours only by a meal break.

7:2:4
If the salaried employee reports for overtime work in accordance with 7:2:3, the employer shall reimburse the salaried employee for any travel costs.

This also applies to salaried employees who are not entitled to special compensation for overtime work.

7:3 Amount of overtime compensation

7:3:1
Overtime working is compensated either in money (overtime compensation) or, should the salaried employee so wish and the employer is of the opinion that this can be done without any inconvenience to the operations of the company, in the form of time off (compensatory leave).

If the employer considers compensatory leave possible, the employer should as far as possible take into consideration the salaried employee's wishes regarding the scheduling of the compensatory leave.

7:3:2
Unless the local parties agree otherwise, overtime compensation shall be paid as follows

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

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

b) overtime worked at other times

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

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

Compensation for overtime work (compensatory leave) 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.

7:4 Excess hours in connection with part-time work (additional hours)

7:4:1
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

$$\frac{\text{fixed monthly cash salary}}{3.5 \times \text{weekly working hours}}$$

Weekly working hours here means the part-time employee's number of working hours per week without public holidays for the individual employee, calculated as an average per year.

In the calculation of the duration of excess working hours, only full half-hours shall be counted.

7:4:2
If the additional work takes place before or after the time that applies for the scheduling of regular daily working hours for full-time employment for the corresponding position at the company, overtime compensation is paid in accordance with 7:1-3.

In the application of the divisors in 7:3, the employee's salary shall be adjusted upwards to a salary corresponding to full regular working hours.

8 Compensation for travelling time

The following shall apply unless otherwise agreed.

8:1 Entitlement to compensation for travelling time

Salaried employees are entitled to compensation for travelling time as follows.

- A salaried employee who is entitled to special compensation for overtime is also entitled to compensation for travelling time unless otherwise agreed.

- A salaried employee who is not entitled to special compensation for overtime is entitled to compensation for travelling time unless the employer and the salaried employee agree that the salaried employee be exempted from the rules concerning travelling time compensation.

- A salaried employee with a position that normally involves business travel to a large extent, such as a travelling salesman, a service technician or similar, is entitled to compensation for travelling time only if the employer and the salaried employee have so agreed.

  Note
  The parties agree that the provisions regarding travelling time compensation in 8.1 originate in prior agreements between SAF and PTK. The examples stated in the text refer to these obsolete circumstances and constitute examples of positions that on the basis of the entire private labour market illustrated examples of positions with a significant element of business travel. The examples have the same significance in this Agreement and thus cannot form the basis of any limiting interpretation.

8:2 Conditions for compensation for travelling time

Travelling time qualifying for compensation means the time spent on the actual journey to the destination in connection with a requested business trip.

For travelling time during regular working hours, the regular salary is paid. For travelling time outside regular working hours, compensation for travelling time is paid. If the employer has paid a sleeping berth on a train or boat, the time between 22.00 and 08.00 shall not be counted. Only full half-hours are compensated.

8:3 Amount of compensation for travelling time

Compensation for travelling time is paid at an hourly rate of

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

except when the journey is 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

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

In the application of these divisors, a part-time salaried employee's salary must first be adjusted upwards to a salary corresponding to full regular working hours.

9 Salary for part of a pay period

If a salaried 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 terms monthly salary, one day's salary and hourly salary, see section 10 of this agreement.

10 The terms monthly salary, one day's salary and hourly salary

10:1 Monthly salary

Monthly salary means in this Agreement, unless otherwise stated, the fixed cash salary per month and any fixed salary supplements per month.

10:2 Monthly, one day's and hourly salary in the calculation of deductions

In the calculation of deductions, unless otherwise stated, the term monthly salary means:

- fixed, cash salary per month and any fixed salary supplements per month

- the calculated average income per month from variable salary elements. 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 deduction is to be made.

In the calculation of deductions, unless otherwise stated, the term one day's salary means:

$$\text{One day's salary} = \frac{\text{Monthly salary x 12}}{365}$$

In the calculation of deductions, unless otherwise stated, the term hourly salary means:

$$\text{Hourly salary} = \frac{\text{Monthly salary x 12}}{\text{52 x weekly working hours}}$$

11 Compassionate leave and leave of absence

11:1 Compassionate leave

Compassionate leave is leave without any salary deduction that is granted by the employer. A salaried employee has the right to compassionate leave in case of a sudden illness in the family and in connection with the death of a close relative.

11:2 Leave of absence

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

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

The deduction is as follows:

- If the salaried employee is on leave of absence for a period of up to 5 working days, the deduction is one hourly salary per hour of leave.

- In case of a longer absence, the deduction per calendar day (including non-working days) is one day's salary. If the leave of absence is for an entire calendar month or salary period, the entire monthly salary shall be deducted.

12 Termination

12:1 Notice by the salaried employee

12:1:1
The notice period by a salaried employee is as follows, except where otherwise provided in 12:3:1-3 below.

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

*) For calculations of the duration of the period of employment see Section 3 of the Employment Protection Act.

12:1:2 Form of notice
Notice of termination of employment from the salaried employee's side should be in writing. If notice is given orally, the salaried employee should confirm this in writing at the employer's request.

12:2 Notice by the employer**

Ranking order when reducing the workforce and in the event of re-employment
Should it become necessary to reduce the workforce, the local parties should take into account the company's manning requirements and needs. If those needs cannot be satisfied by application of law, the ranking order for reducing the workforce may be decided by departing from the statutory rules.

In such case, the local parties should select the salaried employees who are to be given notice in such a way that the company's competence requirements are taken into particular account, as well as its ability to carry on its activities competitively and thus prepare the ground for further employment.

It is assumed that the local parties, at the request of either party, will reach an agreement on the determination of the ranking order for reducing the workforce by applying Section 22 of the Employment Protection Act with such departures from the Act as may be necessary.

** See notes page 29.

The local parties may also, by departing from the rules in Sections 25-27 in the Employment Protection Act, reach an agreement on the ranking order for re-employment applying the above-mentioned criteria.

It is incumbent on the local parties to engage, upon request, in the negotiations referred to in the previous paragraphs as well as to confirm in writing any agreement reached.

Should the local parties fail to reach an agreement, the central parties may, upon the request of either side, reach an agreement in accordance with the above principles.

It is assumed that, prior to consideration of the issues referred to here, the employer makes the relevant factual information available to the local and central contracting party respectively.

Note
In the absence of a local or central agreement as above, notices on account of redundancy and re-employment may be reviewed in accordance with law while observing negotiating procedures.

12:2:1 Notice period

The period of notice on the part of the employer is the following, except where otherwise provided in 12:3:1-3 below.

Period of employment with the 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
Notice period in months	1	2	3	4	5	6

Notes

1. If a salaried employee who has been given notice for redundancy has reached 55 years of age at that time, and has ten years of continuous employment, the period of notice stipulated in this Agreement shall be extended by six months.

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

12:2:2 Pay during notice period

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

The following applies to salaried employees who are entirely or partly paid in the form of a commission or other variable salary parts, which are directly related to the salaried employee's own performance. For each calendar day that the salaried 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.

If compensation for a change in working hours, shift working, on-call work, or stand-by duty would normally have been paid to the salaried employee, the following applies. For each calendar day the salaried 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.

12:3 Miscellaneous provisions relating to termination of employment

12:3:1 Agreement on other period of notice

The employer and the salaried employee may reach an agreement that a different notice period shall apply. In this case, however, the notice period on the part of the employer must not be shorter than that stated in 12:2:1.

12:3:2 Pensioners

If the salaried employee remains in the service of the company after he has reached his normal retirement age in accordance with the ITP plan, the notice period is three months for both the employer and the salaried employee until the salaried employee turns 67 years of age, after which the notice period is one month for both the employer and the salaried employee.

If a salaried employee is hired by the company after reaching the normal retirement age at the company in question, 12:1:1 and 12:2:1 shall apply. However, the notice period may not be longer than as follows from the first paragraph unless the parties have agreed on a longer notice period.

12:3:3 Upon reaching retirement age

A salaried employee's employment ceases without notice of termination by virtue of his having reached the age stated in Section 32 a of the Employment Protection Act, unless the salaried employee and the employer otherwise

agree. The employer does not need to provide information pursuant to Section 33 of the Employment Protection Act.

12:3:4 Reduction of notice period for a salaried employee

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

12:3:5 Damages when a salaried employee fails to observe notice period

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

12:3:6 Certificate of employment

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

- the time for which the salaried employee was employed, and

- the tasks he was expected to perform, and

- should the salaried employee so request, a testimonial concerning the way in which the salaried employee performed his work.

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

12:3:7 Certificate of annual leave taken

When a salaried 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 shall provide the certificate to the salaried employee no later than one week from when the salaried employee requested it.

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

13 Negotiation procedure

13:1 Good faith to avoid dispute

The parties' starting point is that the employer and the salaried employees, in constructive discussions characterised by mutual understanding, arrange their common issues and in that manner attempt to avoid disputes. In case of a dispute, the parties agree on the following negotiation procedure.

The purpose of the negotiation procedure is for the parties, first the local and then the central parties, in the same spirit to solve the disputes within the framework of the negotiation procedure. In that way we will be able also in the future to maintain the good tradition of avoiding dispute resolution in court and thereby contribute to efficient and smooth dispute resolution to the benefit of the salaried employees as well as the companies.

The negotiation procedure comprises all salaried employees employed by members of Tekniktjänstearbetsgivarna.[*]

Note to the minutes

Tekniktjänstearbetsgivarna and Unionen/Sveriges Ingenjörer note that all concerned PTK associations have agreed that the existing local salaried employee unions or representatives appointed by the salaried employees within the PTK area at the company, may with respect to the adjustment agreement and with respect to issues regarding reduction of the work-force according to the agreements on general terms and conditions be represented as against the employer by a joint body, PTK-L. This body shall be considered to be ”the local salaried employee party” in such agreements. PTK-L shall also be considered ”the local employee organi-sation” according to the Employment Protection Act (1982:80).

If the salaried employee party is unable to act through PTK-L, the company shall be entitled to make an agreement with each salaried employee organisation separately.

13:2 Peace obligation

The parties agree 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 Tekniktjänstearbetsgivarna and

[*] The parties agree that external union organisations may not invoke the negotiation procedure against members of Tekniktjänstearbetsgivarna.

Unionen or Sveriges Ingenjörer.

Note
The parties agree that this provision shall not affect the right to take solidarity actions under Section 41 of the Employment Protection Act.

13:3 Duty to negotiate

In case of a legal dispute or a dispute of interests regarding the general terms and conditions of employment or the general relationship between the parties, negotiations shall be held in the manner set out in this negotiation procedure. In case the parties by collective bargaining agreement have stated a different procedure for negotiations, that procedure shall be applied (cf. e.g. Sections 6-7 of the Agreement Regarding the Right to Employee Inventions between SAF and PTK).

Note
The parties agree that all disputes where employment is an essential basis for a legal claim shall be comprised by the negotiation procedure.

An individual salaried employee who without the support of Unionen or Sveriges Ingenjörer wishes to pursue a legal dispute regarding an agreement between the employer and the individual salaried employee or according to law, without any connection to issues regarding a collective bargaining agreement, may waive negotiations according to the negotiation procedure; however, the negotiation procedure must be pursued to the end if negotiations have been commenced in the dispute.

Note
Collective bargaining agreements contain provisions that prevent an action based on e.g. the Tort Liability Act. The present regulation shall not affect such rules.

A salaried employee who, according to the above, chooses to initiate legal action without negotiations under the negotiation procedure, shall with respect to the time to bring action observe the following. If the case concerns a claim under any legislative act that contains special time bar provisions, then the provisions of such act shall be applied. In all other cases, legal action must be initiated within four (4) months after the salaried employee became aware of the facts on which the claim is based and not later than two (2) years after the occurrence of the relevant events. If the time limits to bring action of this paragraph are not observed, then the salaried employee shall lose his right to bring action.

13:4 Negotiations at local and central levels

Negotiations shall first be held on a local level (local negotiations) and thereafter, if no agreement has been reached, on a central level (central negotiations).

Local negotiations are held between the parties at the workplace.

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

13:5 Payment disputes and disputes regarding the obligation to work

The provisions of 13:6-8 and 13:11-12 regarding time limits and initiating action shall not apply to the disputes set out in Sections 34 and 35 of the Co-determination Act. With respect to such disputes, the provisions of Section 37 of the Co-determination Act shall apply.

> **Note**
> In a dispute regarding employee inventions, the applicable negotiation procedure shall replace the provisions of Section 35 of the Co-determination Act, which thus may not be applied to such disputes.

13:6 Request for local negotiations

In case of a legal dispute regarding the invalidation of a notice of termination or a summary dismissal, the party who wishes to pursue the matter shall request local negotiations. A request must have been received by the other party within two (2) weeks after the notice of termination or summary dismissal. If the salaried employee has not received a notice regarding an invalidation claim as set out in Section 8 para. 2 or Section 19 para. 2 of the Employment Protection Act, then the time limit shall be one (1) month, which shall be counted from the day when the employment terminated.

If a party fails to request negotiations within the time set out in the first paragraph, the party shall lose its right to negotiate the matter.

In case of a different dispute than as set out in the first paragraph, local negotiations shall be requested as soon as possible. A request must have been received by the other party within four (4) months after the party requesting negotiations may be deemed to be aware of the facts on which the claim is based.

If a party fails to request negotiations within the time set out in the third paragraph, the party shall lose its right to negotiate the matter. This shall also

apply in all circumstances if negotiations are requested more than two (2) years after the occurrence of the events on which the dispute is based or, in the case of a dispute regarding unlawful employment for a fixed term, more than one month after the expiration of the employment term.

Note
For undisputed rights to payment of accrued salary or other compensation, the legal time bar shall apply. With respect to the ability to undertake so-called collection blockades, Section 41 para. 2 of the Co-determination Act shall apply.

13:7 Request for central negotiations

If the parties cannot agree on how to solve a dispute at the local negotiations, the party that wishes to pursue the dispute shall request central negotiations from the other party.

In disputes regarding invalidation of a notice of termination or summary dismissal, a request for central negotiations must have been received by the other party not later than two (2) weeks from the day the local negotiations were concluded.

After local negotiations according to Sections 11 or 12 of the Co-determination Act, a request must have been received by the other party not later than one (1) week from the day the local negotiations were concluded. This shall also apply in disputes regarding the duty of confidentiality according to Section 21 of the Co-determination Act and upon so-called construction negotiations under Section 38 of the Co-determination Act.

In other disputes than those referred to in the third paragraph, a request for central negotiations shall be made forthwith. The request must have been received by the other party not later than two (2) months from the day the local negotiations were concluded.

If a party fails to request negotiations within the time stated in the second, third or fourth paragraphs, the party shall lose its right to negotiate the matter.

13:8 Time for commencement of local or central negotiations

If a request for negotiations has been made within the prescribed time, the negotiations shall commence as soon as possible, however not later than within three (3) weeks from the day of the request. The parties may in individual cases agree on an extension of this time.

13:9 Negotiation minutes
If so requested, minutes of the negotiations shall be kept. The minutes shall be drafted forthwith and shall be certified by the parties.

13:10 How negotiations are concluded
Local or central negotiations shall be concluded when the parties so agree or one party has given the other party a clear message that such party considers the negotiations concluded.

If minutes have been kept, it shall be noted in the minutes when the negotiations were concluded.

13:11 Legal effect of ongoing negotiations and of the loss of the right to negotiate
Before the conclusion of negotiations between the parties according to this negotiation procedure, the parties may not take any legal action or any other action by reason of the dispute. This does not however apply if a party by refusing to negotiate has obstructed negotiations according to the negotiation procedure.

A party who according to the provisions of this negotiation procedure has lost its right to negotiations may not take any action on account of the dispute.

13:12 Commencing legal action
A person who after concluded negotiations wishes to pursue a claim further must commence legal action in court. In a dispute regarding invalidation of a notice of termination or summary dismissal, or a declaration that a fixed term employment is invalid and that the employment shall be considered to be until further notice, legal action must be commenced within two (2) weeks from the day when the central negotiations were concluded and in other disputes within four (4) months from such day. If the dispute concerns the duty of confidentiality according to Section 21 of the Co-determination Act, then legal action shall be commenced within ten (10) days from the day that the central negotiations were concluded.

If legal action is not commenced within the times set out in the first paragraph, the party shall lose its right to legal action.

13:13 Miscellaneous
In case of breaches of the duty to maintain the peace and in relation to interim relief, legal action may be commenced without preceding negotiations.

13:14 Term
The negotiation procedure shall apply until further notice with a notice period for termination of six (6) months.

If there is a collective bargaining agreement about salaries or general terms and conditions of employment in effect between Tekniktjänstearbetsgivarna and Unionen or Sveriges Ingenjörer at the time when the negotiation procedure would be terminated in observance of the notice period, the negotiation procedure shall be extended to terminate in conjunction with the expiration of such agreement.

14 Term

Agreement term
The agreement shall remain in force for the period from 1 April 2017 up to and including 31 March 2020.

Prior termination
Each party has the right, by notice not later than 30 September 2018, to terminate the agreement for termination at the end of 31 March 2019.

If the agreement is terminated, the terminating party shall inform the other parties within the area of application of this agreement in writing. Each of them, in turn, has the right to terminate their agreements within two weeks of having been informed of the first termination.

Stockholm on 31 March 2017

Tekniktjänstearbetsgivarna	Unionen	Sveriges Ingenjörer
Anders Weihe	Martin Linder	Camilla Frankelius
Hanna Alsén		

Agreement on working hours for salaried employees

1 Scope of this agreement

1:1
This agreement applies to all salaried employees employed by employers associated with Tekniktjänstearbetsgivarna.

The agreement replaces the Working Hours Act in its entirety. The parties agree that the agreement lies within the scope of the EU directive on working hours, the aim of which is to protect the health and safety of employees in terms of the scheduling 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 EU Working Time Directive contains definitions that have the force of law. These are reproduced here for reasons of clarity. The definitions reproduced should not be regarded as constituting an adjustment to the collective bargaining 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 is not working hours. Unless otherwise stated, a rest period is unpaid.

Night: Night means 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.

Adequate rest: Means that employees have regular rest periods, the duration of which is expressed in units of time and which are sufficiently long and continuous to ensure that, as a result of fatigue or other irregular working patterns, they do not cause injury to themselves, to fellow workers or to

others and that they do not damage their health, either in the short term or in the longer term.

Shift work: Any method of organising work in shifts whereby employees succeed each other at the same work stations according to a certain pattern, including a rotating pattern, and which may be continuous or discontinuous, entailing the need for employees to work at different times over a given period of days or weeks.

Shift worker: Any employee whose work schedule is part of shift work.

1:2

The provisions of sections 2-4 of this Agreement do not apply with regard to

a) salaried employees in senior managerial positions

b) work carried out by the salaried 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 salaried 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.

1:3

An employer and salaried 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 7:1:1 of the agreement on general terms and conditions of employment may also reach an agreement that the salaried employee be exempted from the rules in sections 2-4 of this agreement and from section 8 of the agreement on general terms and conditions.

Note to 1:2 and 1:3

According 1:2 and 1:3 above, certain salaried employees are not comprised by the provisions of sections 2-4. However, it is in the common interest of the

employer and the salaried employees' local union branch to be able to obtain information concerning the total working hours of these salaried 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 company. 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 salaried 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 salaried employees.

Some of the salaried employees who are exempted from the provisions of 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.

1:4
A written agreement may be made between the employer and the local union branch that, over and above the exemptions in accordance with 1:2 and 1:3, certain salaried employees or groups of salaried employees will be exempted from the provisions of sections 2-4 and/or section 8 of the Agreement on general terms and conditions, in those cases where the salaried 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.

2 Working hours

2:1 Disposition of working hours

2:1:1 Available working hours
During a calculation period of one 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.

2:1:2 Regular working hours
Regular working hours per week without public holidays may not exceed a yearly average of 40 hours.

In case of permanent night work, which means that the regular working hours during at least one full working week is scheduled between midnight and 05.00, the working hours per week without public holidays on an average during one year may not exceed 34 hours.

Note
In case of shift work, the working hours set out in the appendix regarding shift work shall be applied.

The local parties may reach an agreement regarding limitation rules for the scheduling of regular working hours. Working hour regulations with variable working hours during different periods may comprise several calendar years on the condition that the average working hours per seven-day period do not exceed 48 hours calculated during a 12-month period. Unless the parties agree otherwise, a limitation period of six weeks shall apply to regular working hours.

2:2 Scheduling of working hours

2:2:1 Scheduling of regular working hours

Unless otherwise agreed, regular working hours shall be scheduled Monday through Friday.

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

In case of changes in the scheduling of regular working hours, the employer should inform the salaried employees concerned and the local union branch no later than two weeks in advance.

Note
When shift work is needed in the operations, the appendix regarding shift work shall be applied.

2:2:2 Breaks and pauses

Unless otherwise agreed by the local parties, breaks should be scheduled if the work shift is longer than six hours. Break means 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 shall arrange the work so that the salaried employee may 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.

2:2:3 Daily rest period

Unless otherwise agreed by the local parties, each salaried 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 salaried 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 salaried employee must be given the equivalent extended rest period at the end of the working shift that interrupted the rest period.

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

If, for objective reasons, it has not been possible to schedule the equivalent extended rest periods in accordance with the preceding paragraph, the remaining time shall be deposited in the salaried employee's time bank or corresponding.

Note
The assessment 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 operations are important criteria in this context. In this respect, the parties agree that the assessment 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 forecasts 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 a salaried 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 operations, 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 salaried 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.

"Equivalent rest period" means the difference between 11 hours and the continuous rest period that the salaried 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.

If there are special grounds, the central parties each have the right to request central negotiations regarding this section.

2:2:4 Night work

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

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 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.

Night workers, 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 in the operations, they should consult with the central parties before the matter is dealt with in accordance with the negotiation procedure.

2:2:5 Weekly rest

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

As far as possible, the weekly rest 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 weekly rest for two seven-day periods can be combined into a single rest period.

If the weekly rest 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 rest, this must be taken into account.

3 Overtime

3:1

Overtime work means, in this Agreement, work which is performed by the salaried employee over and above the length of the regular daily working hours, if

- the overtime work was ordered in advance, or

- the overtime work was approved later by the employer.

Time spent on carrying out the necessary and normally occurring preparatory and completion work as required by the position of the salaried employee is not included in overtime according to 3:2 below.

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

Note
In the case of part-time salaried employees, work that is compensated for in accordance with subsection 7:4:1 of the Agreement on general terms and conditions of employment will be deducted from the available overtime stated in 3:2 below.

3:2
When particular circumstances exist, general overtime may be worked up to a maximum of 175 hours per calendar year.

3:3
General overtime may be worked up to a maximum of 50 hours during one calendar month, calculated as an average during a rolling three-month period; however, with the limitation that not more than 100 overtime hours must be worked during a single calendar month. These numbers of hours may be exceeded only in the event of special circumstances, for example when it is necessary for the completion of work which cannot be interrupted without serious inconvenience to the operations.

3:4
Regardless of type of compensation, general overtime will be deducted from the maximum available overtime hours stated in 3:2 and 3:3 above.

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

Example
A salaried employee works overtime for four hours on a weekday evening. These hours of overtime are deducted from the available overtime according to 3:2 and 3:3. An agreement is reached that the salaried 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 3:2 and 3:3.

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 salaried employees' local union branch may reach an agreement that overtime that is 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.

3:5
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 salaried employee or group of employees. The agreement on a different extent of general overtime shall be submitted to the central negotiating parties for approval.

3:6
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.

3:7
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.

4 Record of overtime

The employer is obliged to keep such written records as are required for

calculating overtime in accordance with Section 3. Salaried employees or the local union branch or central representatives of the salaried employees' union are entitled to review these records.

5 Negotiation procedure

5:1 Working hours board

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

The board has four members. Tekniktjänstearbetsgivarna shall appoint two members and the salaried employee side two members. One of the members shall be chairman. The chairman shall be appointed alternately by Tekniktjänstearbetsgivarna and the salaried employee side for one calendar 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 one more 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 EU 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 or its effect, until there is a final decision in the matter.

5:2 Dispute settlement

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 a

final decision within two months of the conclusion of central negotiations. The decision of the board is binding on the parties.

Except as set out above, the negotiation procedure of Section 13 of the Agreement on general terms and conditions of employment shall apply.

6 Term

The provisions of this agreement remain in force from 1 April 2017 for the same term as the Agreement on general terms and conditions of employment.

Shift Work

Definitions

Shift work: Any method of organising work in shifts whereby employees succeed each other at the same work stations according to a certain pattern, including a rotating pattern, and which may be continuous or discontinuous, entailing the need for employees to work at different times over a given period of days or weeks.

Shift worker: Any employee whose work schedule is part of shift work.

Regular working hours

Regular working hours per week without public holidays may not exceed a yearly average of 40 hours for two-shift work, 38 hours for intermittent three-shift work, 36 hours for continuous three-shift work, 35 hours for continuous three-shift work with work during major public holidays.

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

The local parties may reach an agreement regarding limitation rules for the scheduling of regular working hours. Working hour arrangements with variable working hours during different periods may comprise several calendar years on the condition that the average working hours per seven-day period do not exceed 48 hours calculated during a 12-month period. Unless the parties agree otherwise, a limitation period of six weeks shall apply to regular working hours for two-shift work.

Two-shift work

First and second shift

Monday to Friday, in the period 05.00-24.00 to midnight, with 30 minutes' rest per shift.

Intermittent three-shift work

The shift cycle may not begin before 22.00 on a Sunday.

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

Continuous operations

In the case of continuous operation 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.

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

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.

This appendix has the same term as the Working Hours Agreement.

Agreement between Tekniktjänstearbetsgivarna and Unionen/Sveriges Ingenjörer concerning compensation for alteration in working hours and stand-by duty

A General rules

1. These rules apply to salaried employees who, in respect of their work assignments and terms of employment, are not to be considered to be in in senior managerial or comparable positions.

2. The employer shall provide notice regarding alteration of working hours and stand-by duty to the affected salaried employees and to the representative of the salaried employees employed at the company.

Unionen and Sveriges Ingenjörer may act on behalf only of members of Unionen and Sveriges Ingenjörer respectively.

3. An agreement regarding regular working hours, accrual of bridging days and the like, as well as preparatory and completion work according to the Agreement on general terms and conditions of employment shall not be affected by this agreement.

4. Compensation for alterations in working hours and for stand-by duty, respectively, shall not qualify for calculation of holiday pay or holiday compensation, respectively. Such compensation does not qualify for calculation of sick pay, overtime compensation or travelling time compensation.

> **Note**
> With respect to the calculation of sick pay for shift-working salaried employees, see however 5.4.1 of the Agreement on general terms and conditions of employment.

In the case of salaried employees with a regular alteration in their working hours or stand-by duty, the compensation is included in the pension qualifying salary in accordance with Section A 3:1 of the ITP agreement.

B Compensation for alteration in working hours

1. The following guidelines apply to compensation for work during altered working hours unless the local parties agree otherwise.

2. The term alteration of working hours comprises the part of the salaried employee's regular quantum of working hours which the employer schedules outside the regular daytime working schedule at the salaried employee's place of work.

3. As far as possible the employer should give the salaried 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. If the local salaried employee party in an individual case claims that there are no reasonable grounds for an alteration in working hours, the employer may still effect the alteration in working hours in anticipation of the result of the negotiations that may be requested.

5. Compensation for alteration in working hours shall not be paid for work carried out between 07.00 and 18.00. Moreover, if flexible working hours are applied at the workplace, compensation for alteration in working hours shall not be paid for altered working hours within the timeframe during which the working hours may vary.

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

18.00-midnight	monthly salary / 600
From midnight to 07.00	monthly salary / 400
From 07.00 on a day that, according to the regular daytime working schedule, is not a working day until midnight on the next working day.	monthly salary / 300

On major public holidays, however, the following shall apply:

Hours between 07.00 on Maundy Thursday, New Year's Eve and the day before Christmas Eve, between 07.00 on Mid-summer Eve and between midnight on 1st May and the National Day and midnight on the first weekday after the respective public holidays	monthly salary / 150

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

6. An agreement to depart from the compensation rules for alteration in working hours may be reached with salaried employees in senior positions, for whom reasonable compensation is provided in some other way.

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

C Guidelines regarding compensation for stand-by duty

1. It is appropriate for local agreements to be made regarding stand-by duty. The following shall apply for stand-by duty unless the local parties agree otherwise.

2. Stand-by duty means time when the salaried employee is not obliged to work but is obliged to be available in order to report to the work place or another place determined by the employer within a prescribed time after being called, normally one hour, in order to perform work. Stand-by duty may also mean that the salaried employee must be available in order to carry out remote work without the requirement of having to report to the work place or another place determined by the employer within a prescribed time after being called.

The employer shall not later than in connection with the drafting of a stand-by schedule clarify whether the stand-by duty means that the employee will have to report to the work place or another place determined by the employer within a prescribed time after being called.

Note
The salaried employee parties have stated that it is not unusual in case of stand-by duty at night that work is requested unnecessarily, i.e., without any reasonable operational grounds. The parties agree that to the extent this occurs, it is not in accordance with the underlying purpose of stand-by duty.

3. Stand-by duty does not *per se* override the rest provisions of the working hours agreement, but duty may mean that work must be carried out that interrupts the rest. This should be taken into account when the schedule for stand-by duty is made.

4. Stand-by duty is compensated per hour at	monthly salary 1 400
Hours between 18.00 on a day before a non-working day and until midnight on the next working day are compensated at	monthly salary 700
Hours from 19.00 on Maundy Thursday, New Year's Eve and the day before Christmas Eve, from 07.00 on Midsummer Eve and from midnight before 1st May and the National Day until midnight before the first weekday after the respective public holiday are compensated at	monthly salary 350

Compensation for stand-by duty is paid per session for a minimum of eight hours, reduced, as the case may be, for any time during which overtime compensation is paid.

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

In case reporting for duty is not required and work under stand-by duty may be performed remotely, overtime compensation shall be paid for actual worked time, however at least one hour if work has been performed during the stand-by shift.

Note
Stand-by duty includes receiving phone calls, error notifications, etc. When such contacts lead to action being taken beyond receiving the message, such actions shall for purposes of compensation be considered as work.

6. 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.

7. Stand-by duty shall be allocated so as not to unreasonably burden individual salaried employees.

Schedules for stand-by duty should be drawn up in good time before taking effect.

A peace obligation applies to the issues regulated by the agreement. This agreement shall from 1 April 2017 have the same term as the Agreement for general terms and conditions of employment.

Agreement regarding training and development

Continuous development of the skills of the employees for current and future work assignments is key to the productivity and competitiveness of companies. The need for increased knowledge and continuing education applies, in principle, to all employees, regardless of work assignments and educational background. It is important that all employees are able to develop in their employment. The company has the fundamental responsibility for ensuring that its requirements for skilled personnel are met on an ongoing basis.

The employee has both an interest in and responsibility to develop his or her own skills. It is incumbent upon the individual employee to take the initiative and to have a sense of responsibility for his or her continuing education.

> **Note**
> The parties agree that company-specific training that is necessary for the salaried employee normally shall take place during paid working hours.

A systematic development of the aggregated skills of the employees and the company requires planning and transparency between managers and employees and may be handled e.g., in regular performance reviews. Typically, it requires both the requisite resources and training of managers and employees in communication, goal formulation, follow-up of results etc.

In order to achieve the desired results, it is important that agreed actions, e.g., training initiatives, are documented and followed up. An important part of the aggregate continuing education of the employees and the companies may be individual development planning.

If a salaried employee specially requests individual development planning, this shall take place.

The forms of the dialogue with the employees, individual development plans, planning, execution and follow-up of different training initiatives shall be discussed between the local parties.

This agreement shall apply until further notice with a mutual notice period for termination of six months.

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.

Note to 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 (Sw.: 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 may be a precondition for the product and the proprietary right is 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 salary principles

Salary principles

The salary formation shall be tied to the overall goals of the company as well as its economic and market conditions. Each employee shall be aware of the basis on which the salary has been determined and what the employee can do in order to increase his salary. A systematic evaluation of work content and personal qualifications constitutes a good foundation for the assessment. There shall be no salary differences that are discriminating or not based on objective grounds.

Salary setting shall be differentiated according to individual reasons. Responsibility, the difficulty of the work assignments and the manner in which the employee performs these are decisive to the salary setting, as are market conditions. More difficult work that places greater demands on education, skills, responsibility and competence shall result in a higher salary than simpler work.

In case of increased demands in a particular position, through increased experience, more demanding work assignments, increased authority, greater responsibility, increased knowledge or skills, a salaried employee should successively be able to increase his or her salary. Salary setting in the companies should be designed in order to be a driving force for the development of the employees' skills and work assignments. Salary setting will thereby stimulate increased productivity and increased competitiveness.

Agreement on salaries and salary formation Tekniktjänstearbetsgivarna/Unionen

1 Scope of the agreement

The agreement applies to the members of Unionen who are employed by companies associated with Tekniktjänstearbetsgivarna.

2 Overall goals of the salary formation

According to the salary principles, the salary setting shall be connected to the overall goals of the company as well as to its economic and market conditions. A constructive dialogue about the salary formation is facilitated by well-defined and communicated criteria for the salary setting for the salaried employees. The company and salary-setting managers are responsible for criteria, goals and the follow up of results.

The aim of the agreement is to create a process where the profitability, productivity and competitiveness of the company, as well as the salaried employee's results, competence and skills are tied together with the individual salary development. The salary setting shall be objective and systematic, as well as individual and differentiated. The same assessment and application of the salary setting shall apply to women as well as to men.

In operations without a local union organisation, the salaried employees' salary formation primarily takes place through discussions with the salary setting manager, according to the same principles as in operations where there is such an organisation.

3 The salary process

3.1 Initial work of the parties

With their knowledge of the conditions of the company, the local parties shall through mutual consideration in good faith participate in the salary process. Hereby, a salary formation that is acceptable to both the employer and the employees is achieved.

The local parties shall on the basis of the salary principles of Tekniktjänste-avtalet negotiate on salary reviews. The salary review dates are 1 April 2017, 2018 and 2019 unless the local parties agree otherwise.

The local parties shall in good time before the salary review time negotiate with the aim of agreeing on the application of the agreement at the company. Negotiations should comprise the following:

- the preconditions for making an agreement to apply salary setting without a centrally determined salary scope,
- a joint review of the contents and intentions of the agreement and the criteria for salary setting that apply at the company,
- the economic preconditions and scope of the salary review,
- the salary structure and the current salary levels at the company,
- a time plan in consideration of, among other things, the indi-vidual salary discussions,
- forms of information to managers and salaried employees on how the salary setting will take place.

3.2 Performance and goal discussions

At the annual performance and goal discussions, individual goals are set for each salaried employee.

The manager and the employee will discuss individual continuing education on the basis of the company's need for skills.

The discussions should also consider the employee's work assignments in relation to their demands, difficulty and responsibility. The result of the performance and goal discussions shall be documented if so requested by the employee.

3.2.1 Salary setting criteria

The individual salary and salary development shall primarily be based on:

- achieved results in relation to set goals,
- the demands of the operations and the nature, content, difficulty and responsibility of the work assignments,
- individual competence of significance to the operations.

3.3 The individual salary discussion

The employer shall ensure that a salary discussion is held annually between the salary-setting manager and each employee.

The salary discussion includes:

- the salary-setting criteria of the company and factors of significance to the individual salary setting,

- a follow-up of set targets for the employee and the salary-setting manager's overall assessment of results achieved,

- individual salary development.

3.4 Concluding work of the parties

a) After the salary discussions have been held, the company will present to the Unionen branch proposed new individual salaries for the individuals represented by the branch. Upon request, the local parties will negotiate the company's proposal. A request for negotiations shall be made within two weeks after the company having presented its proposal. At companies without a local branch, a request for negotiations shall be made by the regional organisation of Unionen's region within two weeks after the company having presented its proposal for new individual salaries to the affected members of Unionen at the company.

The negotiations shall be carried out according to the negotiation procedure of the salary agreement. In the negotiations, the local parties shall strive to agree on the basis of the company's economic and market conditions.

b) The salary-setting manager notifies the employee of the new salary, with the reasons therefor.

c) The local parties evaluate the salary process, the salary discussions and the negotiation climate through constructive discussions with the aim to achieve the best preconditions for well-functioning local salary formation at the company.

4 Individual guarantee

The employer shall account to the union organisation for the members who have no salary development or a salary development that is clearly below that of other comparable members at the company and the reason therefor. With respect to members of Unionen who do not fulfil set goals, the local parties shall deliberate about the reasons for the deficient goal fulfilment and actions that may be taken to remedy it, e.g., competence-improving actions. The employer shall keep minutes of the consultations.

The manager and member will jointly draw up a special action plan with a time plan and follow-up. The action plan shall be in writing. If a member so wishes, the employer shall account for and discuss the action plan with a local representative of Unionen. The actions in the plan shall aim to provide the preconditions for the member to fulfil the goals that have been set and thereby achieve a positive salary development.

The manager and member shall agree on how, when and to what extent a follow-up of the action plan will take place. If the Unionen member so requests, a union representative may also participate in the evaluation. In order for an action plan to be drawn up in two consecutive years, and for the affected member consequently to have no salary development or a salary development that is clearly below that of other comparable members at the company, the employer must first request local negotiations and the parties be in agreement thereon. If the local parties so desire, the central parties may hold advisory salary consultations.

5 Local agreement on salary formation

The local parties may agree to apply other rules than the ones stated above regarding salary setting, without centrally determined salary scopes. If a specific term has not been determined, the local agreement will apply for the same period as Agreement for general terms and conditions of employment - Unionen.

6 Negotiation procedure

If the local parties fail to reach an agreement on the allocation of the salaries, the affected local party has the right to refer the issue to central negotiations within two weeks after the conclusion of local 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 settlement to the Salary Council of Teknik-tjänstearbetsgivarna–Unionen. The Salary Council is comprised of two representatives from Tekniktjänstearbetsgivarna and two from Unionen. One of the representatives of Tekniktjänstearbetsgivarna shall be chairman and one of the representatives of Unionen shall be vice chairman.

7 The following shall apply to the salary board

If the parties fail to make an agreement, then with respect to members of Unionen there shall be an aggregate scope for salary increases of 6.1 % calculated on the basis of the members' fixed salary in cash the day before the salary review date.

If the local parties have not otherwise agreed, and if the agreement term

comprises several salary reviews, the percentage for the agreement term shall be divided by the number of reviews and apply to each review. The employer has a unilateral right, within a frame of plus/minus one third of the value per salary review, to reallocate the value between several salary reviews.

After the salary review, the salary for a full-time employee who has reached the age of 18, shall amount to at least SEK 17,702 for 2017, SEK 18,056 for 2018 and SEK 18,417 for 2019. For an employee with one year's consecutive employment at the company, the salary shall amount to at least SEK 18,936 for 2017, SEK 19,315 for 2018 and SEK 19,701 for 2019. A lower salary may be applied for twelve months if the local parties make an agreement to that effect.

Note

With respect to the agreement value during the term, the following shall apply. If the local parties agree that one or more review shall have a higher or lower value than the percentage that applies for the agreement term divided by the number of reviews, this does not mean that the salary agreement value for the term shall increase or decrease to a corresponding extent. It thus means that the parties in subsequent reviews may invoke the aggregate agreement value with an adjustment for the higher or lower value agreed on for one or more prior reviews. It should however be noted that the local parties with binding effect may make an agreement for a higher or lower aggregate salary agreement value for the agreement term.

Salary agreement Tekniktjänstearbetsgivarna/Sveriges Ingenjörer

Basis for the setting of salaries

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

The salary review dates shall be 1 April 2017, 2018 and 2019 unless the local parties agree otherwise.

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 pre-requisites and the time plan for the salary review.

The local parties shall jointly review 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 that supports good work performance
- clarify the salary criteria/factors for consideration applied at the company.

Documents referred to shall be made available to the other party.

[*] 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.

The parties should agree on the content of the information handed to managers and salaried 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. This means 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 discussions 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 thereof. 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 Tekniktjänstearbetsgivarna area of application for central agreements. 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 may, within a limit of going up or down by a third 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.

Negotiation procedure

If the salary review ends in disunity, the affected local party may refer the issue to central negotiations within two weeks after the conclusion of local 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 settlement to the Salary Council of Tekniktjänstearbetsgivarna–Sveriges Ingenjörer. The Salary Council is comprised of two representatives from Tekniktjänstearbetsgivarna and two from Sveriges Ingenjörer. One of the representatives of Tekniktjänstearbetsgivarna shall be chairman and one of the representtatives of Sveriges Ingenjörer shall be vice chairman.

Alternative Salary Agreement

Salary agreement upon agreement

The local parties may agree to apply other rules than the ones stated above regarding salary setting, without centrally determined salary scopes. In the agreement the local parties are free to determine the term of the agreement. If a specific term has not been determined, the local agreement will apply for the same period as Agreement for general terms and conditions of employment - Sveriges Ingenjörer.

Agreement on compensation for business travel

1. Scope of the agreement

Unless a local agreement about compensation for business travel is made, the following provisions shall be applied at the company if the local union so requests.

2. Basic provisions

A salaried employee who travels on business has the right to travel cost compensation and a per diem and/or a travel supplement according to the provisions below.

The regular place of work constitutes the starting point and end of the business trip. If the regular place of work is not the starting point for the business trip, the trip commences from the employee's home. If the regular place of work is not the end of the business trip, the business trip shall be concluded in the home.

A trip between the home and the regular place of work is not a business trip.

A business trip with an overnight stay must comprise the time between midnight to 06.00.

3. Travel cost compensation

Public transportation

The employer shall provide tickets or compensation for ticket costs. Travel shall primarily be undertaken in economy class/second class. Any deviation requires permission from the immediate supervisor.

Travel by own vehicle

In case of travel by a vehicle not supplied by the employer and which is not a company, rental or pool car, mileage compensation shall be paid in the amount of SEK 26 per 10 kilometres. The mileage compensation constitutes tax free compensation to the extent provided in the rules and guidelines of the Swedish Tax Agency from time to time, and any remaining part constitutes taxable compensation.

Car-pooling shall be used to the extent possible.

Other means of transportation

In case of travel by other means of transportation, compensation shall be paid according to agreement. A taxi may be used only when there are no other means of transportation or where these are unsuitable.

Accommodation costs

If a business trip comprises an overnight stay, reasonable costs of accommodation shall be compensated against a receipt. The standard of the hotel shall be determined by the employer after consultation with the salaried employee.

Expense report

The employer's routines regarding expense report and accounting shall be followed. Tickets and receipts for out-of-pocket costs shall be attached.

4. Per diem and travel supplement

General conditions and levels

Per diems and travel supplements shall be paid to the employee on certain conditions stated below. A per diem is a tax-free amount while the travel supplement is taxable.

Domestic travel with an overnight stay

Two conditions must be fulfilled in order for a per diem and/or travel supplement to be paid:

1) The destination of the business trip must be situated more than 50 km from the regular workplace and living quarters of the salaried employee, and

2) The business trip must include an overnight stay.

A full per diem is paid for the day of departure if the trip has been commenced prior to noon and for the return day if the trip has been concluded after 19.00.

A half per diem is paid if the departure on the day of departure has been commenced after noon or if the trip has been concluded before 19.00 on the return day.

The per diem is paid in the amount set out in the rules and guidelines of the Swedish Tax Agency from time to time.

A travel supplement for domestic travel with an overnight stay shall be paid in the amount of SEK 80 for a full day and SEK 40 for a half day of domestic travel with an overnight stay. The assessment of whether it is a full day or half day shall be made on the same basis as the one that determines whether a per diem is payable for a full or half day.

A travel supplement is however not paid for longer than up to and including the 15th travel day.

Domestic travel without an overnight stay

For domestic travel without an overnight stay, only the travel supplement shall be paid. Such travel supplement shall be paid in the amount of:

Duration of the trip in hours	Travel supplement in SEK
5-12	60
> 12	120

Trip exceeding three months

When a trip has lasted for three months, the amount of the per diem shall be reduced to 70 % of the per diem amounts. A business trip shall be considered to terminate only when the work is located at a different place for at least four weeks. Shorter interruptions, as well as annual leave or illness shall result in the three-month period being extended to a corresponding degree, unless the per diem/travel supplement is paid during the interruption.

For a business trip with a longer duration than two years, the per diem shall be reduced to 50 % of the per diem amount.

Nightly per diem

A nightly per diem shall be paid only if the employer has not made paid accommodation available and the salaried employee has not otherwise had the costs of accommodation compensated. A nightly per diem shall be paid in the amount from time to time determined by the Swedish Tax Agency (nightly flat amount).

International trip

In case of an international trip with an overnight stay, a daily per diem shall

be paid in an amount corresponding to the normal amount recommended by the Swedish Tax Agency.

In case of an international trip without an overnight stay, a travel supplement shall be paid in the same amount as for a domestic trip without an overnight stay.

A full per diem is paid for the day of departure if the trip has been commenced prior to noon and for the return day if the trip has been concluded after 19.00. If the trip has been commenced later or concluded earlier, a half per diem will be paid.

A salaried employee who spends the full time 06.00-24.00 on a mode of transportation in international traffic shall receive SEK 180.

Upon travel to countries with particularly difficult conditions, the per diem may need to be supplemented with a special salary supplement. The amount of the supplement and the countries concerned shall be agreed on a case by case basis.

In case of travel to several countries on the same day (06.00-24.00) a per diem shall be paid for the country in which the salaried employee has spent the most time during the day. If the salaried employee has on the day of departure or return spent most of the business trip time in Sweden, the compensation shall be determined according to the rules for a Swedish domestic travel per diem/travel supplement.

In case of a trip between countries in different time zones, the time spent shall be calculated on the basis of the local time in each location.

Nightly per diem for international trip

With respect to nights when he employer does not pay for accommodation or a sleeping berth, half a normal amount for the relevant country shall be paid. A nightly per diem shall not be paid to a person who travels by car, has a seat on a train or works during the night.

International trip exceeding three months

The per diem shall be reduced to 70 % in case of a business trip at one and the same foreign location for longer than three consecutive months.

Free meals

If the employer pays for meals, a deduction will be made from the per diem

or the travel supplement, according to the amount determined from time to time by the Swedish Tax Agency. A deduction shall not be made for a meal included in the price for public modes of transportation.

In case of internal or external training or conferences with paid meals, no per diem/travel supplement shall be paid.

If the meal is not to be considered as an internal or external business entertainment or is not a mandatory part of the price for the ticket or the hotel room, the benefit is taxable. This also applies to meals in connection with training or similar when the employer is not the arranger and where the fee includes meals.

5. Term of the agreement

This agreement has the same term as the agreement on general terms and conditions of employment. If either party wishes to terminate the agreement, the mutual notice period for termination is three months. Termination shall be made in writing.

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