Conditions of employment Telecom

2023 –2025

1 of April 2023 - 31 of March 2025

TechSverige

seko / AKAVIA

Unionen

ledarna
SVERIGES CHEFSORGANISATION

Sveriges Ingenjörer

Conditions of Employment Telecom

2023-2025

Period of validity 2023-04-01 – 2025-03-31

This is an unofficial translation. In any dispute arising out of or in connection with this Collective Bargaining Agreement, the Agreement shall be interpreted and construed in accordance with the original Swedish wording.

TechSverige

AKAVIA

Ledarna
SVERIGES CHEFSORGANISATION

Sveriges Ingenjörer

UNIONEN

SEKO

Contents

§ 1 Scope of agreement

This agreement applies to companies in the Almega TechSverige, employers' section, Telecom agreement.

Note
Sveriges Ingenjörer and Akavia function as one single counterparty at both local and national level

The agreement applies to all employees with the following exceptions:

- employees who have a top management position or equivalent (defined locally)

- employees who are employed for a period shorter than three months * or for an internship or as part of a degree project (or equivalent)

- employees who have an occupational pension or a pension under the terms of the Social Insurance Code.

The conditions that apply when travelling or working abroad shall be regulated in a separate agreement between the company and the employee or stated in the employer's established policy.

A local agreement can be reached in exceptional cases.

The parties have agreed that any disputes arising out of this agreement will be settled in accordance with Swedish law in a Swedish court of law.

* Is not applicable for members of SEKO as of April 1, 2014.

§ 2 Employment and termination of employment

The forms of employment stated below, mom 1,3 and 5 are an exhaustive regulation of the forms of employment that are available in the agreement area. In terms of the preferential right to re-employment, the Employment Protection Act is applicable if nothing else is stated.

Transition regulations:
For employment agreements made before the 1st of November 2017 the former rules apply completely to such employment.

With regard to agreed fixed terms and substitutes, in accordance with mom 5 in the collective agreement, the following special rules apply for calculating employment periods in the case of conversion to employment until further notice.

Employment periods as a substitute that have been agreed according to older rules are also taken into consideration in the case of conversions according to mom 6 as regards to employment periods from and including the 1st of November 2017.

Employment periods as General Fixed-Term Employment that have been agreed before the 1st of November 2017 are also taken into consideration in the case of conversions according to mom 6 as regards to employment period from and including the 1st of November 2017

1. Employment until further notice

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

2. Termination

2.1 Method of resignation

In order to avoid any dispute over whether an employee has resigned or not, his or her resignation should be submitted in writing. If, failing this, the notice is given orally, the employee should confirm it in writing to the employer as soon as possible.

2.2 Resignation

The period of notice for employees is as follows, except where otherwise specified in 2.9.

Length of service with the employer	Period of notice
< 2 years	1 month
2 to 6 years	2 months
> 6 years	3 months

The length of an employee's service is calculated according to § 3 of the Employment Protection Act.

Employees who have a longer period of notice in their individual employment agreement at the time this agreement comes into effect retain the agreed period of notice.

A local agreement can be reached on other periods of notice for particular groups of employees.

2.3 Termination by the employer

The rules regarding notice period in case of termination by the employer are given in the Employment Protection Act.
If an employee who has been made redundant due to shortage of work is 55 years old or more at the time of termination and has worked for 10 consecutive years, the above period of notice shall be extended by 6 months.

3. Probationary Employment

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

If the salaried employee, directly before the probationary employment, was employed in a similar post in the company, in an agreed fixed-term or as a substitute, the probationary period is lowered by the same amount.

If the probationary employment does not convert to employment until further

notice the employer must provide a reason for its position if the salaried employee so requests.

4. Termination of probationary employment

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

If the employer or the salaried employee does not want the employment to continue after the probationary period has expired, then a written request about this should be submitted no later than two weeks before the end of the probationary period. If no notification has been submitted no later than by the end of the probationary period, the probationary employment converts to employment until further notice.

5. Conditions for fixed-term employment

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

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

- For an **agreed fixed term**.

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

Note 1
If the union organization considers that the possibility to employ for a fixed term for a period shorter than seven days through individual agreement is being misused the organization can, after local and central negotiations on the matter, recall the possibility for the employer to continue making such individual agreements. The possibility to recall does not apply when a local agreement is reached. Misuse refers to the employer repeatedly employing for short periods even though the needs of the business could have been met with longer fixed-term employment or employment until further notice. In the case of suspicion of misuse, the union organization has the right to view all employment contracts in which individual agreements have been made regarding employment periods shorter than seven days, applying to the past six-month period.

Local parties may also reach agreement on shorter periods of employment

Note 2
The intention with a local agreement is for employer and employee parties together to review in what kind of typical situations the need for this kind of fixed-term employment, periodically or regularly, occur in the business and agree in advance about exceptions regarding these situations or, in individual situations, to strike a local agreement.

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

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

- For **seasonal workers.**

Note 3
The parties agree that the definition of seasonal workers follows the Employment Protection Act.

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

- For **school pupils** and **placements**.

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

6. Conversion rules for substitutes and agreed fixed term

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

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

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

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

7. Termination of probationary period for substitutes and agreed fixed term

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

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

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

8. Notice of fixed term employment

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

An agreement on the possibility of early termination of employment will take

effect only after any probationary period referred to in clause 2.7 has expired.

Note
For termination by the employer the notice periods of The Employment Protection Act applies.

9 Other rules concerning resignations and dismissals

9.1 Agreement on a different period of notice

The employer and the employee can agree on a different period of notice. In such a case, the period of notice given by the employer may not be less than:

- two months if the employee was unemployed and 55 years of age or older at the time of employment. However, the period of notice laid down in this agreement comes into effect after three years' service with the company.

- the period of notice laid down in this agreement in all other cases.

9.2 Shortened period of notice for the employee

If circumstances are such that the employee wishes to resign before the end of the period of notice, the employer should consider whether or not this can be consented to.

9.3 Certificate of employment

When an employee is dismissed or resigns, he or she is entitled to a certificate that shows:

- the length of employment
- all work duties and responsibilities
- an appraisal of the way in which the work has been conducted (if so requested by the employee, and if the period of employment has lasted at least six months).

9.4 Employer certificate

In connection with the employee's employment is terminated, the employer should, on the employee's request, submit a completed employer certificate according to the law (Lagen (1997:238) om arbetslöshetsförsäkring).

The requested certificate shall be provided as soon as possible but no later than five weeks after written request.

10 List of priority of termination due to redundancy

Note
The text in 10.1 and 10.2, derives from the Main Agreement on Security, Transition and Employment Protection. If the provisions of the Main Agreement are amended or cease to apply to this Agreement Area, the same applies to the identical provisions in 10.1 and 10.2.

Note (Not a part of the Main Agreement)
Note 1
As regards to the order of priority, this agreement shall constitute an agreement area.

Note 2
In connection with dismissal due to shortage of work the employer shall provide upon request a certificate of employment in accordance with §47 in the Act on Unemployment Insurance.

10.1
In the event of an updated staff reduction, the local parties must evaluate the employer's requirements and needs in terms of staffing. If these needs cannot be met by law, the order of precedence shall be determined in derogation from the provisions of the Employment Protection Act.

In doing so, the local parties must make a selection of the employees to be made redundant so that the employer's need for skills is taken into account in particular as well as the employer's opportunities to conduct competitive business and thus prepare for continued employment.

It is assumed that the local parties agree on the determination of the order of dismissal at the request of either party in accordance with Section 22 of the Employment Protection Act and the necessary derogations from the Act.

By way of derogation from the provisions of sections 25–27 of the Employment Protection Act, the local parties may also agree on the order of re-employment. For this purpose, the abovementioned criteria shall apply.

It shall be the responsibility of the local parties to conduct the negotiations referred to in the preceding paragraphs on request and to confirm the agreements reached in writing.

If the local parties do not agree, the association parties may, if either so requests, reach an agreement in accordance with the above guidelines.

It is assumed that the company provides the relevant factual basis to the local or central contracting party prior to the consideration of the matters referred to in this paragraph.

Note
Without local or central agreement as described above, dismissal due to redundancy or re-employment can be tried according to law in accordance with the negotiation procedure.

The Confederation of Swedish Enterprise and PTK note that all relevant PTK unions have agreed that in companies existing white-collar clubs and representatives appointed by the officials in the PTK area can be represented by a joint body, PTK-L, regarding this agreement and regarding personnel reductions under the agreements on general terms of employment vis-à-vis the employer. That body is to be regarded as the 'local employee' for the purposes of the said agreements. PTK-L shall also be considered "the local employee organisation" under the Employment Protection Act.

Note (Not a part of the Main Agreement)
Note that SEKO also is considered to be the "local employee organisation" according to the Employment Protection Act even if PTK-L has been formed. As regards to the order of priority, this agreement shall constitute an agreement area.

10.2
If an agreement on the order of dismissal due to redundancy cannot be reached, the employer may exempt three employees from the establishment and contract area concerned. Those thus exempted have priority for continued employment.

For the purposes of the first subparagraph, employers who have only one establishment may instead choose to exempt a total of four employees for all areas of the agreement.

With regard to the situation where several establishments are combined into a common order pursuant to the third paragraph of Section 22 of the Employment Protection Act, for the purposes of the first subparagraph, the number shall be three employees plus one employee per establishment covered by the consolidation in addition to the first establishment, per contract area.

Alternatively, with the provisions of the first, second and third subparagraphs, an employer may exempt 15% of the employees who are finally terminated due to redundancy in the relevant establishment and contract area before the list is established. Exemptions under this subparagraph shall not cover more than ten per cent of the employees of the establishment or establishments concerned, per contract area.

An employer who, in the event of dismissal for redundancy, exempts one or more workers under the first, second, third or fourth subparagraph may not, in the case of the establishment and contract area concerned, exempt additional workers in the event of dismissal occurring within three months thereafter.

Note
This provision replaces the provision in the second paragraph of Section 22 of the Employment Protection Act, i.e. the so-called two-exception clause.

For the purposes of this provision, 'contract area' means the category cleavage between workers and white-collar workers.

What constitutes an operating unit is not regulated in this provision. The definition of what constitutes an operating unit is contained in the third paragraph of Section 22 of the Employment Protection Act, which provision is dispositive.

The term 'employees who are ultimately terminated as a result of redundancy refers to all employees whose employment is terminated due to redundancy. In addition to the person dismissed by the employer, this also refers to the employee whose employment is otherwise terminated due to redundancy, e.g. where the employment is

terminated by individual agreement thereon, through earlier retirement and the like.

With regard to the percentage rule, rounding shall be done mathematically.

According to the employer, the exempted employees must be of particular importance for the continuation of the business. The employer's assessment in this matter cannot be challenged legally.

According to the fifth paragraph of the section, the possibility of excluding employees from the rotation does not apply in cases where the employer has previously dismissed employees due to redundacy work within a three-month period at the relevant establishment and contract area and then made use of the exemption option. An employer who has dismissed one or more employees due toredundancy and then excluded employees from the rotation may therefore only after three months have elapsed, from the date of effect of the first dismissal, exclude employees from the rotation in the event of dismissal due to a "new" redundancy in an establishment and contract area that was affected. Otherwise, the employer may be liable for damages for violation of the rules of rotation. The foregoing only applies in cases where, at the time of the previous redundancy, the employer actually made use of the possibility of excluding employees from the rotation. For the purposes of this provision, the term 'establishment' and 'contract area' shall mean an establishment and a contract area in which any worker: dismissed due to redundancy. In the case of aggregation, this means that the block in the fifth paragraph of the paragraph only applies to establishments and contract areas where an employee has actually been dismissed due to the redundancy.

Note (Not a part of the Main Agreement)
Note that the Telecom Agreement is a so-called employee agreement which means that there is no category cleavage being made between workers and white-collar workers.

§ 3 General obligations

The relationship between the employer and the employee shall be based on mutual loyalty and trust. The employee is expected to safeguard and promote the interests of the employer and observe discretion, both internally and externally, regarding the company's affairs.

§ 4 Spare-time occupation

4.1 Reporting obligation

The employee is upon request obliged to inform the employer about the nature and extent of any spare-time occupation. The employer is entitled to require the employee to wholly or partly discontinue any Spare-time occupation that is deemed by the employer to interfere with the employee's work.

4.2 Competitive Spare-time occupation

The employee may not be employed on a regular or contract basis with a company that is active within the same field of business as the company/corporate group; nor may the employee have an interest in or operate, either alone or through another, such a company; nor may the employee engage in any other kind of gainful activities that relate to the same field of business (competitive spare-time occupation).

The first section does not apply insofar as the employer has agreed otherwise. If such consent has been given, it is incumbent upon the employee to inform the employer upon request about the nature and extent of the competitive spare-time occupation.

§ 5 Salary

5.1 Definition of Monthly salary

By monthly salary in this agreement is meant the employee's fixed cash monthly salary plus any fixed monthly supplements.

Unless otherwise specified, full-time employees who work part time shall receive the above sum reduced in proportion to the hours worked.

5.2 Disbursement of salary

Salaries are disbursed each month on the 25th, unless where otherwise agreed locally.

Note:
For new members of Almega, the question should be regulated upon entering membership.

5.2.1 Payslip

Handling of payslips is regulated in company policy.

Otherwise applicable for members of SEKO:

The employer shall provide payslips in connection with salary payment.

The employee is obligated to provide written information on changes of address or other adequate information to be able to make the payslips available for the employees.

Note: the employer determines the media of use to make the payslips available.

5.3 Salary for parts of a salary period

A daily wage is paid to employees who begin or end their employment or whose salary is changed during a calendar month, for each calendar day the employee has worked during the said month. The daily wage is calculated at 3.3% of the monthly salary.

Local agreements may be reached on a different method of calculation.

5.4 Conversion of monthly salary to hourly salary

For members of SEKO the following is applicable as of April 1, 2014

$$\frac{\text{Monthly salary} \times 12}{52 \times \text{weekly working hours (full time equivalent of the company)}}$$

§ 6 Working hours

6.1 Duration and disposition of working hours

The parties have agreed that the Working Hours Act in its entirety shall not be applicable. Local agreement can be reached on rules to regulate the duration and disposition of working hours. Work and employees as referred to in §2 of the Working Hours Act are exempted from the rules below, including persons who, taking account of their tasks and conditions of employment, hold top managerial or equivalent positions and persons who perform their work under such conditions that it cannot be considered to be the employer's responsibility to supervise how the work is planned.

Regular working hours may not exceed an average of 40 hours per ordinary working week over a cut-off period of four weeks, or longer as necessitated by the work situation. Easter Saturday and Whitsun, Midsummer, Christmas and New Year's Eves are deemed to be public holidays.

For members of SEKO the following cut-off period applies for field technician work: Regular working hours may not exceed an average of 40 hours per ordinary working week over a cut-off period of two months, or longer as necessitated by the work situation. Easter Saturday and Whitsun, Midsummer, Christmas and New Year's Eves are deemed to be public holidays.

In those years when the National Day, June 6, falls on a Saturday or a Sunday, the employee will be entitled to a day in lieu, without salary deduction, except where otherwise agreed locally.

For employees engaged in intermittent three-shift working, regular working hours may not exceed an average of 38 hours per ordinary working week and cut-off period.

For work conducted underground and continual three-shift working, regular working hours may not exceed an average of 36 hours per ordinary working week and cut-off period.

Note:
In the case of scheduled, irregular working hours that involve extensive night work, the local parties may reach an agreement to reduce the duration of working hours.

Notice of a change in the regular working hours and the scheduling of on-call hours is given to the employee no later than 14 days in advance, or later if the nature of the work or unforeseeable events make this necessary.

The aggregated working hours during each period of seven days may amount to no more than 48 hours on average during a calculation period of 6 months, except where otherwise agreed locally. In the calculation of the aggregated working hours, holidays and sick leave during the period in which the employee would otherwise have worked shall be treated as completed working hours.

The aggregated working hours of 48 hours includes regular working hours, additional hours upon part-time work, general overtime, additional overtime, on-call hours and emergency overtime. *For members of Seko also daily travel time in service is included according to attachment 5.*

For employees who have worked emergency overtime, the aggregated working hours for each period of seven days shall not exceed 48 hours on average during a calculation period of 12 months.

Other arrangements can be made through a local agreement.

6.2 Daily and night rest

Employees shall be entitled to at least 11 continuous hours of leave for every 24 hours (daily rest period).

The daily rest period shall include the hours between midnight and 5.00 a.m. unless where otherwise agreed by the local parties.

For the time between midnight and 5.00 a.m. deviations may be made if the work, taking into consideration its nature, the needs of the general public, or other special circumstances, has to be performed during this time.

Deviations

Deviations may be made temporarily, if they are made necessary by special circumstances that the employer could not have foreseen. Deviations may also be made in connection with standby or on-call work, or if the general public need so requires, or in other special circumstances.

For employees who have not received 11 hours of continuous rest, the rule is that if overtime has been worked for a total of more than 3 hours between midnight and 5.00 a.m. the employee is to be given 6 hours of continuous rest if the following working day is not a scheduled working day. Should periods of rest fall under regular working hours, no salary deducted will be made. These hours off are reversed as available for overtime. During a calendar year a maximum of 50 hours may be reversed in this way as available for overtime.

In those cases where the above is not possible, the local parties shall reach an agreement about the way in which compensation is to be provided.

In those cases where leave in lieu is taken during regular working hours, no salary deduction is to be made.

Note
The parties note that a 24-hour period can be any period whatsoever during a calendar day. The period once it has been determined shall be arranged according to a fixed system and be applied consistently. The period may be changed in connection with changes to work schedules etc.

Other arrangements can be made through a local agreement.

6.3 Weekly rest

Employees are entitled to at least 36 continuous hours of leave during each period of 7 days (weekly rest). Employees shall be deemed to have weekly rest during their absence for holidays, leave of absence and leave in lieu for overtime as well as during public holidays and days off.

Deviations may be made by means of local agreements, which shall regulate when and how deviations may be made and in which way compensation shall be provided.

Deviations may be made temporarily provided that the employee is given 24 hours of continuous leave in connection with the following period of weekly rest. In the event that the compensatory leave is scheduled at a time that normally consists of regular working hours no salary deduction will be made.

Standby hours are not deemed to be weekly rest.

Note
The 7-day period shall be planned according to a fixed system. The period may be changed in connection with changes to work schedules, etc.

Other arrangements can be made through a local agreement.

6.4 Breaks and pauses

By break is meant a period during the working day when the employees are not required to stay at their workplace.

The employer shall in advance state the length and scheduling of the breaks as precisely as the.

The breaks shall be scheduled so that the employees do not work without a break for more than 5 hours. The number, length and scheduling of breaks shall be satisfactory taking into account the working conditions.

Breaks may be replaced by meal breaks on site, if this is necessary in view of the working conditions or in the event of sickness or other events that could not have been foreseen by the employer. Such meal breaks are part of the working hours.

The employer shall arrange the work so that the employees can take pauses that are needed in addition to the breaks.

If working conditions so require, special work pauses may be scheduled instead. In such a case, the employer shall in advance state the length and scheduling of the work pauses as precisely as circumstances permit.

Pauses are included in the working hours.

Other arrangements can be made through a local agreement.

6.5 Night work

Working hours for employees working night shifts shall not, during any period of 24 hours, exceed an average of 8 hours during a calculation period of no longer than four months. In the calculation of the average time, 24 hours shall be deducted from each calculation period for each period of seven days or part thereof. Holidays and days of sick leave during the time the employee would otherwise have worked shall be treated as completed working hours.

Employees on night shift whose work involves specific risks or significant physical and mental strain shall, however, not work more than 8 hours during each period of 24 hours in which they work at night. Deviations may be made temporarily, if they are required by special circumstances that the employer could not have foreseen, provided that the employee is given the equivalent leave in lieu.

By night worker is meant a person who normally works at least three hours of their working hours at night or probably will work at least one-third of their annual working hours at night. By night is meant the hours between 10.00 p.m. and 6.00 a.m.

Other arrangements can be made through a local agreement.

6.6 Record keeping of overtime, additional hours upon part-time work and on-call duty

The employer shall keep records of overtime, additional hours upon part-time work and on-call duty. The employees are entitled, either themselves or though a third party, to see the log. The union organisations representing employees at the workplace have the same right.

Note
And also keep records of travel time for the members in SEKO that works as Field technicians and has the right to travel time compensation.

6.7 Central consultation

Central consultation may be requested in the event of the local parties having difficulty in arriving at an acceptable solution.

§ 7 Overtime

7.1 Overtime work

By overtime work is meant work performed by full-time employees over and above their regular daily working hours.

Note
A local agreement can be reached regarding deviations from or complements to the provisions of this section.

7.2 Obligations to work overtime

An employee is obliged when necessary to work general overtime for a maximum of 200 hours per calendar year (50 hours per calendar month). The number of hours may be exceeded when necessary in order to permit the completion of work that cannot be interrupted without serious inconvenience for the company's operations.

Work during general overtime should primarily be given to employees who volunteer.

Employees on partial sick leave or leave of absence are statutorily exempt from working overtime. Employees on partial retirement are not obliged to work more than 25 hours of overtime per calendar year.

Additional overtime can be required subject to local agreement with the union organisation concerned. Agreement can be reached directly with managerial personnel and certain other employees provided that a local agreement is reached on the composition of the group in terms, for example, of category and/or salary limits.

7.3 Reversal of overtime

If general overtime is compensated by leave according to the regulations in 7.9 the equivalent amount of overtime hours are reversed as available for overtime. During the calendar year a maximum of 100 hours may be reversed in this way as available for overtime.

7.4 Emergency overtime

An employee is obliged to perform emergency overtime work in accordance with the Working Hours Act.

7.5 Work entitling the employee to overtime compensation

An employee is entitled to overtime compensation if:

- the overtime work has been ordered in advance, or

- the overtime work has been approved retroactively.

Employees who have 28 or 30 days' vacation in accordance with 11.2 are not entitled to overtime compensation.

If an employee is free to dispose his or her working hours at will, the employer and the employee can agree that any necessary overtime work be taken into consideration when setting the employee's salary. The same applies to employees who are entitled to order other employees to work overtime, or who are entitled to decide independently on their own overtime work. The employer shall inform the local union organisation concerned whether any such agreement has been reached. The agreement shall apply for one holiday year at a time, unless otherwise agreed.

Note
If the local union party so requests, the local parties shall jointly draw up appropriate guidelines for assessing the working hours of employees who are exempted from the rules on overtime compensation.

7.6 Overtime work that is not performed directly before or after regular working hours

If an employee is required to work overtime at a time that does not come directly before or after his or her regular working hours, overtime compensation is provided as if the overtime work has lasted for a minimum of three hours. However, this does not apply if the overtime is only separated from the regular working hours by a break of no longer than 30 minutes.

If an employee reports for overtime work, the employer shall reimburse any travel costs incurred. This also applies to employees who are not entitled to special overtime compensation.

7.7 Different types of overtime compensation

Compensation for overtime work can be granted either in the form of money (overtime remuneration) or time (compensatory leave). Compensatory leave is granted if the employee so wishes and unless the employer, for whatever reason, decides otherwise. The employees' wishes as to when the leave is to be taken shall be taken into consideration.

7.8 Calculation of overtime remuneration

The hourly rate of overtime remuneration is calculated as follows:

a) For overtime work between 06 a.m. and 8 p.m. on an ordinary working week (Monday–Friday).

$$\frac{\text{Fixed cash monthly salary (adjusted to full-time salary)}}{94}$$

b) For overtime work at other hours.

$$\frac{\text{Fixed cash monthly salary (adjusted to full-time salary)}}{72}$$

Overtime work during business hours during which the employee is not scheduled to work, as well as Midsummer, Christmas and New Year's Eves is equated with overtime work "at other hours" Remuneration is not paid for periods of overtime work shorter than 15 consecutive minutes. A holiday supplement is included in this amount.

7.9 Calculation of compensatory leave

Compensatory leave per overtime hour is calculated as follows:

a) For overtime work between 06 a.m. and 8 p.m. on an ordinary working week (Monday-Friday) = 1 1/2 hours.

b) For overtime work at other times (as defined in 7.7) = 2 hours.

§ 8 Additional hours upon part-time work (overtime for employees working part-time)

8.1 Additional hours upon part-time work

By additional hours upon part-time work is meant work that part-time employees perform over and above their regular daily working hours but for no longer than the number of ordinary working hours that apply to full-time employees. Additional hours upon part-time work are deemed to be normal working hours.

For part-time employees, work is deemed to be overtime and remunerated as specified in §7 if the employee:

- works longer than the regular number of hours for full-time employees during one calendar day.

- works on days that are not scheduled work days for corresponding full-time employees.

- works more than the allowed number of hours for part-time workers.

- is required to work at times that are not considered regular working hours for corresponding full-time employees.

Note
A local agreement can be reached regarding deviations from or complements to the provisions of this section.

8.2 Obligation to work additional hours upon part-time work

A part-time employee is obliged when necessary to work additional hours outside regular working hours that apply to part-time employees. General additional hours upon part-time work and general overtime may be required for a total of 250 hours per calendar year (50 hours per calendar month).

General overtime may not exceed 200 hours per calendar year.

General additional hours upon part-time work may not exceed 175 hours per calendar year.

General additional hours upon part-time work should primarily be scheduled for employees who volunteer.

Employees on partial sick leave or leave of absence are statutorily exempt from performing extra work. Employees on partial retirement are not obliged to do more than 25 hours per calendar year.

The number of hours may be exceeded when necessary in order to permit the completion of work that cannot be interrupted without serious inconvenience to the company's operations.

Additional overtime or additional hours upon part-time work can be required subject to local agreement with the union organisation concerned. Agreement can be reached directly with managerial personnel and certain other employees provided that a local agreement is reached on the composition of the group in terms, for example, of category and/or salary limits.

8.3 Additional hours upon part-time work in case of emergency

An employee is obliged to perform additional hours upon part-time work in case of emergency in accordance with the Working Hours Act.

8.4 Work entitling the employee to compensation for additional hours upon part-time work

An employee is entitled to compensation for additional hours upon part-time work if:

- the additional hours upon part-time work has been ordered in advance, or

- the additional hours upon part-time work has been approved retroactively.

8.5 Additional hours upon part-time work that is not directly before or after the part-time employee's regular work hours

If an employee is required to work additional hours upon part-time work at a time that does not come directly before or after his or her regular working hours, compensation for additional hours upon part-time work is granted as if the additional hours upon part-time work has been performed a minimum of three hours. However, this does not apply if the additional hours upon part-time work is only separated from the regular working hours by a break of no longer than 30 minutes.

8.6 Different types of compensation for additional hours upon part-time work

Compensation for additional hours upon part-time work can be granted either in the form of money (remuneration for additional hours upon part-time work) or time (compensatory leave). Compensatory leave is given if the employee so wishes and unless the employer, for whatever reason, decides otherwise. The employees' wishes as to when the leave is to be taken shall be taken into consideration.

8.7 Calculation of remuneration for additional hours upon part-time work

The hourly rate of remuneration for additional hours upon part-time work is calculated as follows:

<u>Fixed cash monthly salary</u>
3.5 x average number of hours worked in an ordinary working week.

Remuneration for additional hours upon part-time work is not paid for periods shorter than 15 consecutive minutes.

A holiday supplement is included in this amount.

8.8 Calculation of compensatory leave

Compensatory leave per additional hours upon part-time work is calculated on an hour-for-hour basis.

§ 9 Travel time compensation

9.1 Conditions for travel time compensation

The employee is entitled to travel time compensation according to the following rules, except when

- the employer and the employee have agreed that the employee shall be exempted from the rules on travel time compensation (applies only to employees who are not entitled to special compensation for overtime work).

- the employer and the employee have agreed that travel time compensation shall be provided in another form. The existence of travel time can, for instance, be taken into account when setting the salary.

- the employee has a position that normally includes business travel on a substantial scale as for example a travelling salesperson, service technician and the like. Such an employee is only entitled to travel time compensation if the employer and the employee have agreed on such compensation.

- Employees who perform so called field service work and starts from their homes in order to reach the workplace/customer's premises by the commencement of working hours are required to use 30 minutes of their own time to get there. The equivalent applies when ending the working hours at the customer's/workplace. Travel time compensation applies for travel time over and above this amount. ***For members of Seko the regulations in annex 5 applies.***

A local agreement can be reached on deviations from the provisions of this section.

9.2 Travel time

By travel time that gives entitlement to compensation is meant the time during ordered business travel made at the request of the company to reach the destination.

Travel time that lies within the employee's regular working hours is counted as working time. Therefore, when calculating travel time only hours spent on travel that lie outside regular working hours are included.

Compensation is not granted for periods less than 15 consecutive minutes.

If the employer has paid for a sleeping compartment on train or boat for the whole or part of a journey, the hours between 10 p.m. and 8 a.m. shall not be included in the travel time.

Travel time also includes the normal time spent when on business travel when an employee driving a car or other vehicle at the request of the company, irrespective of whether it is owned by the company or not.

The journey shall be considered to have commenced and ended in accordance with the employer's rules for per diem travel allowance or the equivalent.

9.3 Compensation

Travel time compensation is regulated in local agreements. Such agreements may also entail deviations from the provisions of 9.2.

In other cases, the following applies:

Travel time compensation is paid at a rate of 78,10 SEK per hour from 2023-04-01 and 80,52 SEK from 2024-04-01.

For members of Seko travel time compensation is paid at a rate of 77,94 SEK per hour from 2023-04-01 and 80,36 SEK from 2024-04-01.

For time between 6 p.m. on the day before a non-working calendar day and 6 a.m. on the next working day the hourly supplement is 114,50 SEK from 2023-04-01 and 118,05 SEK from 2024-04-01.

For members of Seko for time between 6 p.m. on the day before a non-working

calendar day and 6 a.m. on the next working day the hourly supplement is 114,38 SEK from 2023-04-01 and 117,82 SEK from 2024-04-01.

Holiday supplements are included in these amounts.

When companies covered by the collective agreement of April 1, 2010 apply the supplement in accordance with this section, and also regularly apply a travel time supplement based on other rules, the cost increase/reduction associated with changing over to compensation as above shall be calculated and taken into account.

9.4 Travel expenses

Travel expenses is regulated by local agreements.

Otherwise applicable for members of SEKO:

The employer compensates employees their travel expenses in accordance with the prevailing regulation of travel expenses according to the tax authorities.

When companies covered by the collective agreement of April 1, 2013 apply the supplement in accordance with this section, and also regularly apply a travel expense supplement based on other rules, the cost increase/reduction associated with changing over to compensation as above shall be calculated and taken into account.

§ 10 Compensation for unsocial working hours, on-call and standby duty

10.1 Unsocial working hours

Employees who work at unsocial hours are entitled to unsocial hours supplement, except where otherwise follows from a local agreement. This supplement is only paid for such work that is included in ordinary working hours and is completed during unsocial hours, in accordance with the work schedule or corresponding instructions or in accordance with a decision by a superior.

Supplementary allowances for unsocial hours are regulated in local agreements.

Otherwise, the following applies in agreement with Unionen:

Unsocial hours supplement is calculated as follows, per hour:

	2023-04-01	2024-04-01
for standard unsocial hours	31,63 SEK	32,61 SEK
for qualified unsocial hours	70,55 SEK	72,74 SEK
for unsocial hours during major public holidays	115,07 SEK	118,64 SEK

For members of Seko Unsocial hours supplement applies from **2023-04-01 respectively 2024-04-01**

	2023-04-01	2024-04-01
for standard unsocial hours	31,57 SEK	32,55 SEK
for qualified unsocial hours	70,41 SEK	72,60 SEK
for unsocial hours during major public holidays	114,86 SEK	118,42 SEK

By standard unsocial hours is meant:
Hours between 7 p.m. and 10 p.m., to the extent it is not a matter of hours referred to below.

By qualified unsocial hours is meant:
Hours between 7 p.m. on Friday and 7 a.m. on Monday, as well as from 7 p.m. on the day before Twelfth Night (Epiphany), May 1, National Day or Ascension Day and 7 a.m. on the next weekday. All hours on a weekday that is preceded or followed by a Sunday or public holiday and all other hours between 10 p.m and 6 am.

By unsocial hours during major public holidays is meant:
Hours between 7 p.m on the day before Good Friday and 7 a.m. on the day after Easter
Monday and hours between 7 p.m. on the day before Whitsun Eve, Midsummer Eve,
Christmas Eve, New Year's Eve and 7 a.m. the next weekday after the eve of the public holiday.

Holiday supplements are included in these amounts.

A local agreement can be reached on other compensation.

When companies covered by the collective agreement of April 1, 2004 apply the unsocial working hours supplement in accordance with this section, and also regularly apply a unsocial working hours supplement based on other rules, the cost increase/reduction associated with changing over to compensation as above shall be calculated and taken into account.

10.2 On-call duty

'On-call duty' refers to the hours when an employee is not scheduled to work but is required to be at the employer's disposal at the workplace or other designated location away from home, should the need arise. Employees may only be required to be on-call duty for a maximum of 50 hours per calendar month.

A local agreement can be reached on another method of calculation or the extent of on-call duty. Agreement can be reached directly with managerial personnel and certain other employees provided that a local agreement is reached on the composition of the group in terms, for example, of category and/or salary limits.

Compensation for on-call duty is to be regulated in local agreements.

Otherwise, the following shall apply:

On-call duty supplement:

	2023-04-01	**2024-04-01**
Lower	50,62 SEK	52,19 SEK
Higher	101,24 SEK	104,38 SEK
Major public holiday	151,75 SEK	156,45 SEK

For members of Seko: On-call duty supplement applies from **2023-04-01 respectively 2024-04-01**

On-call duty supplement:

	2023-04-01	**2024-04-01**
Lower	50,52 SEK	52,09 SEK
Higher	101,05 SEK	104,18 SEK
Major public holiday	151,44 SEK	156,14 SEK

The higher amounts are valid for on-call duty between 6 p.m. on Friday and 7 a.m. on Monday, and between 7 p.m. on Twelfth Night, the day before May 1, National Day or Ascension Day and 7 a.m. on the following weekday.

By major public holiday is meant on-call duty between 7 p.m. on the day before Good Friday and 7 a.m. on the day after Easter Monday and between 7 p.m. on the day before Whitsun Eve, Midsummer Eve, Christmas Eve and New Year's Eve and 7 a.m. on the next weekday after the public holiday eve.

For on-call duty at other hours, the lower supplement is paid.

Holiday supplements are included in these amounts.

When companies covered by the collective agreement of April 1, 2007 apply the on-call duty supplement in accordance with this section, and also regularly apply an on-call duty supplement based on other rules, the cost increase/reduction associated with changing over to compensation as above shall be calculated and taken into account.

10.3 Standby duty

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

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

10.3.1 Local agreement

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

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

10.3.2

Standby duty A means that the salaried employee, via a mobile tool or similar,

should be available to carry out work. Standby duty A does not require that the salaried employee has to be available to carry out work at a designated place.

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

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

Note 1
In cases in which the employer wants to apply Standby Duty C, but the salaried employee does not consider the home to be a suitable workplace, the salaried employee should be available to carry out work at the workplace or at another designated place. However, compensation is payable in accordance with Standby Duty C.

Note 2
In the case of standby duty, the employer must pay consideration to reasonable time to be available to carry out work considering the salaried employee's type of standby duty as well as other practical and objectively relevant conditions. One (1) hour in terms of Standby Duty B and daytime for Standby Duty C, can act as a starting point. The time can be both shorter and longer.

10.3.3 Schedule

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

For members of Seko the following applies: Standby duty may be demanded on no more than seven occasions during any four-week period.

Note 1
As an example, unreasonable burden means that standby duty should not be shared among too few employees or that the schedule for standby duty includes several standby duty shifts during the same 24-hour period without relation to regular working hours.

Note 2

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

10.3.4 Standby duty compensation

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

Scheduled time	Compensation per hour from 2023-04-01			Compensation per hour from 2024-04-01		
	A	B	C	A	B	C
Monday 12 am – Friday 6 pm	21,51 SEK	26,86 SEK	22,85 SEK	22,18 SEK	27,69 SEK	23,56 SEK
Friday 6 pm – Monday 7 am, and between 7 pm day before epiphany, 1 of May, Sweden's National Day and 7 am the first following weekday after each holiday	46,74 SEK	58,43 SEK	49,67 SEK	48,19 SEK	60,24 SEK	51,21 SEK
7 pm day before Good Friday and 7 am day after Whit Monday, and between 9 pm day before Whitsun, Midsummer Eve, Christmas Eve and 7 am the first following weekday after each holiday	69,59 SEK	86,99 SEK	73,95 SEK	71,75 SEK	89,69 SEK	76,24 SEK

Holiday pay supplement is included in the amounts

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

Compensation for an employee with standby duty is paid out per shift for a

minimum of 1 hour for Standby Duty A, 4 hours for Standby Duty B and 2 hours for Standby Duty C, in relevant cases the compensation is lowered by the time in which the employee has received compensation in accordance with 10.3.5 below.

10.3.5 Compensation for time worked during standby duty

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

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

1. at least for 30 minutes of work carried out according to Standby Duty A,

2. at least for three hours in the case of work carried out according to Standby Duty B and,

3. at least for two hours of work carried out in accordance with Standby Duty C.

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

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

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

10.3.6 Individual agreement

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

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

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

Note 1
If there are local club/associations, it is advisable for the parties to have discussed the design of individual agreements. It can also be advisable to discuss individual agreements on standby duty at the time of the revision of the pay scale.

Note 2
When an individual agreement ceases to be valid, the agreed compensation or other agreed compensation is no longer paid out. Compensation instead reverts to the main rule of the collective agreement.

10.4 Supplement for the risk of working at high heights

Note (for companies that will become members of Almega TechSverige, employers' section, agreement area Telecom after April 1, 2010):

In companies where employees regularly work at masts (more than 13 metres above ground level) or who use similar and equally risky apparatus outside, shall be provided a special supplement per hour of 91,11 SEK from 2023-04-01 and 93,93 SEK from 2024-04-01.

***For members of Seko** a special supplement is provided per hour of 90,93 SEK from 2023-04-01 and 93,75 SEK from 2024-04-01*

When companies covered by the collective agreement of April 1, 2010 apply supplements in accordance with this section, and also regularly apply corresponding/similar supplements based on other rules, the cost increase/reduction associated with changing over to compensation as above shall be calculated and taken into account.

§ 11 Holiday

11.1 General rules

Employees are statutorily entitled to holiday with the changes and supplements set out below.

The employer can decide whether the accrual year and the holiday year are to coincide and constitute of a calendar year.

11.2 Length of holiday

The yearly holiday entitlement is

25 days	except where otherwise stated below.
28 days	for employees who have freedom regarding the disposition of working hours and have an agreement with the employer that special compensation for overtime will not be paid, provided that the possibility of overtime was not taken into account when the salary was set.
30 days	for employees who are empowered to order other employees to work overtime, or who have the right to independently determine their own overtime, and an agreement with the employer that special compensation for overtime will not be paid, provided that the possibility of overtime was not taken into account when the salary was set.

In other cases, agreement may be reached with the employee on entitlement to 28 or 30 days holiday instead of special overtime compensation.

An agreement of this kind is to be written and should contain information on what the employee receives in lieu of overtime remuneration.

The agreement lasts permanently and can be terminated until the start of next holiday year.

The party that wishes that an individual agreement ceases to exist shall notify the other party at the latest two months before the upcoming holiday year.

A local agreement can also be reached on whether the employee shall be entitled to 28 or 30 days holiday instead of special overtime compensation.

Note 1
When an individual agreement ceases to be valid, the agreed compensation or other agreed compensation is no longer paid out. Compensation instead reverts to the main rule of the collective agreement.

Note 2
It is important that a manager with employees that have signed an individual agreement have a continuous dialogue with said employees about the business demands, working hours and recovery time.

An individual agreement to replace overtime remuneration with higher does not mean that the employer and the employee has an agreement that the regular working hours have been increased.

However, the business demands can result in the fact that employees, who have reached such an agreement, during periods need to carry out work exceeding regular working hours.

11.3 Holiday pay

Holiday pay is made up of the employee's current monthly salary at the time of the holiday plus a holiday supplement.

The **holiday supplement** consists of

- 0.8 per cent of the current monthly salary per day of paid holiday.

- an amount corresponding to the following percentages of the sum of such variable salary components as do not include holiday supplement and which were disbursed during the year immediately prior to the holiday year.

Yearly holiday at the start of the accrual year	Percentage
25	12.00
28	13.44
30	14.40

For each calendar day (whole or in part) that entitles the employee to holiday pay while being absent, an average daily income of the variable wage is added to the sum of the variable wage components (as defined above). This average day's income is calculated by dividing the variable wage component paid for the year preceding the holiday year by the number of days of employment minus the number of holiday days taken and the number of whole calendar days with entitlement to holiday pay for the year preceding the holiday year.

Should this calculation give an unsatisfactory result, the employer can, after consultation with the relevant union organisation, determine the sum of the variable wage components on the basis of what is normal for employees earning holiday pay and doing corresponding work without being absent.

A local agreement can be reached on a different method of calculating holiday pay.

11.4 Disbursement of holiday pay

The holiday supplement of 0.8 per cent is paid on the normal pay day during or immediately after the holiday.

The holiday supplement for variable wage components is disbursed in June at the latest.

11.5 Deduction for unpaid holiday

For each unpaid day of holiday a deduction of 4.6 per cent of the employee's current monthly salary is made.

11.6 Deduction

The employer can agree with an individual employee or with the local salaried employees union that the accrual year and vacation year shall coincide.
When accrual years and vacation years coincide, received holiday pay shall be considered as a payment on account and shall be deducted from both holiday compensation as well as from salary. Salaried employee who has received more holidays than earned shall reimburse exceeding amount of holiday pay/supplement. Corresponding deduction of salary shall be executed if there has been a change of number of working hours during the holiday year.

Deduction of salary shall not be made where the employment ceased due to:

1) the salaried employee's illness or
2) the circumstances referred to in section 4, third paragraph of the Employment Protection Act (1982:80) or
3) notice of termination issued by the employer on the basis of circumstances that are not attributable to the employee personally.

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

11.7 Holiday allowance

Holiday allowance comprises of earned holiday pay that is not disbursed in connection when the holiday is taken. This is calculated at 4.6 per cent of the employee's current monthly salary per day plus holiday supplement.

11.7.1

Applicable for members of SEKO as of April 1, 2014.

Holiday is not scheduled for those intended to be employed for a maximum of three months and that does not last longer. In such cases holiday allowance of 12.5% is payable in connection with termination of employment.

Local parties may otherwise agree.

11.8 Saving holiday

11.8.1 Number of saved holiday days

If an employee is entitled to more than 20 days of paid holiday for a particular holiday year, he or she may save one or more of the excess days until a later holiday year.

However, the employee may not have accumulated more than 25 saved days at any one time unless this is provided for in a local agreement.

11.8.2 Holiday pay for saved holiday days

Holiday pay for saved holiday is made up of the employee's current monthly salary at the time of the holiday plus the holiday supplement of 0.8 per cent.

11.9 Holiday for intermittent part-time employees

If a part-time employee works for fewer than an average of five days an ordinary working week, the number of

gross holiday days (= the number of holiday days to be scheduled during the holiday year) shall be converted into

net holiday days (= which are to be scheduled on days that would otherwise have been working days for the employee).

Net holiday days are calculated as follows:

$$\frac{\text{Number of working days/week} \times \text{number of gross holiday days}}{5}$$

= number of net holiday days

(The number of working days/week = average number of days worked in an ordinary working week during the cut-off period as specified in the employee's work schedule.)

Should a fraction arise, it shall be rounded up to the nearest whole number. This rounding-up will be done once per holiday year.

If the working hours schedule is changed so that the number of working days a week also changes, the number of unused net holiday days shall be adjusted to correspond to the new working hours schedule.

Holiday supplement, holiday compensation and salary deductions for unpaid holiday are calculated on the basis of the number of gross holiday days.

A local agreement can be reached on another method of calculation.

11.10 Holiday for concentrated full-time work

When establishing a work schedule that involves the irregular and/or concentrated disposition of working hours, a local agreement shall be reached on how the holiday is to be calculated.

11.11 Changed working rate

If, during the accrual year, an employee has worked at a rate different from that at the date when the holiday is to be taken, the monthly salary at the time of the holiday must be apportioned to the difference between the rates of work in order for the holiday pay and holiday supplement to be determined. This applies when the holiday year and accrual year do not coincide.

A local agreement can also be reached on how holiday pay shall be calculated for an employee who changes his/her working rate significantly in the case of the holiday year and the accrual year coincides.

A local agreement can also be reached on the calculation of holiday for employees who have been on partial sick leave for longer than two years, or who are in receipt of partial sickness benefit or early pension.

11.12 Holiday certificate

A certificate of holiday taken shall be issued by the employer upon termination of employment.

§12 Sick pay etc

12.1 Entitlement to sick pay

An employee is entitled to sick pay on the basis of the provisions of this section.

12.2 Notification to the employer

An employee who is unable to work because of sickness shall report this to the employer as soon as possible.

The same applies to employees who are required to refrain from work because of the risk of transmitting a disease.

12.3 Confirmation of Illness and Medical Certificate

Employees must submit to their employees a written confirmation of having been ill, verifying that the illness prevents the employee from working and to what extent.

If the period of illness is longer than seven days, the employee is required to submit a medical certificate showing the degree of incapacity to work and the length of the period of sickness.

The employer may, should circumstances dictate, request that the employee verifies the reduction in working capacity with a medical certificate from an earlier day. The employer has the right to appoint the physician.

12.4 The amount of sick pay

12.4.1 Illness up to and including the 14th calendar day per illness period

For each hour that an employee is absent as a result of illness, a salary deduction is made by:

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

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

Notes

1 For an employee who is entitled by the Social Insurance Office to 80 per cent sick pay during the entire sick pay period, a deduction is made in accordance with the formula for the second day of absence in the sick pay period.

2 A new period of absence that begins within five calendar days of the end of a previous period of sick leave shall be regarded as a continuation of the previous period.

3 If an employee has had a total of ten qualifying days during the previous twelve months, a deduction is made for the first day of the coming period of absence in accordance with the formula for the second day of absence in the sick pay period.

4 All qualifying deductions made in accordance with 12.4.1 with a total of no more than 20 percent of average weekly working time within the same sick period are considered as one occasion, even if the deductions take place on different days. From note 2 above, it appears that a new sick pay period that begins within 5 calendar days of the end of a previous sick pay period shall be regarded as a continuation of the previous sick period.

12.4.2 Illness from the 15th calendar day

For each day of illness (including non-working days), a salary deduction is made using the following formula. With base amount is meant price base amount.

For employees with a monthly salary of up to $\frac{10 \text{ x the base amount}}{12}$

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

For employees with a monthly salary above $\frac{10 \text{ x the base amount}}{12}$

90% x $\frac{10 \text{ x the base amount}}{365}$ + 10% x $\frac{(\text{the monthly salary x } 12 - 10 \text{ x the base amount})}{365}$

Note
The salary limit of 10 price base amounts applies from1 January 2022 (compare the previous rule of 8 price base amounts).

Note
The compensation for parental leave in accordance with §13 shall be calculated on the basis of 10 price base amounts.

12.5 Duration of sick-pay period

The entitlement to sick pay expires after sick leave has been taken for more than 90 consecutive calendar days.

If an employee has not been unable to work for 90 consecutive calendar days, but has been ill on several occasions during the past twelve-month period, the right to sick pay expires when the employee has been unable to work a total of 105 calendar days during the period.

When an employee is entitled to early pension pursuant to the pension agreement, the right to sick pay expires.

The provisions of this sub-section do not restrict the employee's statutory right to sick pay for the sick pay period (see sub-section 12.4.1).

12.6 Remuneration when entitled to carrier allowance

If an employee is required to refrain from work because of the risk of transmitting a disease, and the employee is entitled to a carrier's allowance, a deduction is made using the following formula:

Absence up to and including the 14th calendar day:

For each hour of absence, the deduction is calculated as:

$$\frac{\text{the monthly salary} \times 12}{52 \times \text{the average number of working hours in an ordinary working week}}$$

From the 15th calendar day, a deduction is made in accordance with sub-section 12.4.2.

12.7 Deduction in the event of illness when the employee is not entitled to sick pay

12.7.1 Illness up to and including the 14th calendar day of each period of illness

A deduction is made for each hour that an employee is absent due to illness as follows:

$$\frac{\text{the monthly salary} \times 12}{52 \times \text{the average number of working hours in an ordinary working week}}$$

12.7.2 Illness from the 15th calendar day

A deduction is made for each calendar day of absence as follows:

$$\frac{\text{the monthly salary} \times 12}{365}$$

12.8 Definition of monthly salary

By monthly salary in this section is meant – besides the fixed cash monthly salary and any fixed salary supplements per month – the average income per month for the calendar year before the year of illness paid in the form of variable salary components, with the exception of overtime remuneration and any variable salary components that are retained also during sick leave, adjusted upwards by five per cent.

A local agreement can be reached on different grounds for calculating the variable salary components.

The number of working hours per normal business week for an individual salaried employee. If the salaried employee has irregular working hours, the weekly working hours shall be calculated as an average per month or some other working hours cycle. The calculation of weekly working hours shall be made in no more than two decimals, rounding 0-4 down and 5-9 up.

If the working hours vary in length during different parts of the year, working hours shall be calculated as an average per normal business week per year.

Note
By the average weekly working hours are intended the weekly working hours for an employee on average per normal business week. If an employee works occasionally or according to an irregular or intermittent schedule the average weekly working hours shall be calculated over a representative period.

12.9 Certain co-ordination and restriction rules

If an employee receives compensation from the state, from insurance, or from a third party causing injury, the employer may decide on a full or partial reduction of sick pay to avoid excess compensation in relation to the sick pay rates pursuant to this agreement. The above does not apply to compensation from the Social Insurance Office or compensation under collective agreements.

If an employee has been wholly or partially exempted from health insurance benefits under the Social Insurance Code, sick pay is reduced in the corresponding degree.

If the employee has been injured in an accident in the course of gainful employment or in conjunction with his or her own business activities, the employer must pay sick pay from the 15th calendar day of the period of illness only if the employer has specifically undertaken to do so.

The employee is not entitled to sick pay if

- he/she has contracted an illness in the case of a premeditated crime for which he/she has been legally convicted, or

- consciously or through gross negligence has submitted false or misleading information regarding any circumstance that is of significance to the entitlement to sick pay.

§ 13 Parental leave

Remuneration is paid during the time the employee is on parental leave pursuant to the following, provided the employee has been employed by the employer for a continuous period of at least one year prior to the first day of parental leave.

For a continuous thirty-day period of parental leave with either full, three-quarter, half or one-quarter parental benefit is paid:

- in the case of full parental benefit, a monthly salary minus 30 sick leave deductions calculated per day pursuant to sub-section 12.4.2. The deduction for parental leave in accordance with §13 shall be calculated on the basis of 10 price base amounts.

- in the case of three-quarters, half or one-quarter parental benefit, three-quarters, half or one-quarter of the amount specified above.

Compensation is paid for two such 30-day periods. An employee with three years of uninterrupted employment with the employer before the first day of parental leave is entitled to compensation for six 30-day periods.

Remuneration is paid for the thirty-day period that falls within 24 months from the day the child is born or, in the case of adoption, the day custody is granted.

If parental benefit is reduced/withdrawn under the terms of the National Insurance Act, the remuneration pursuant to this sub-section shall be reduced to the corresponding degree.

For salary deductions during parental leave, the provisions of sub-section 14.3 on unpaid leave apply.

A local agreement may be reached on other forms of compensation.

§ 14 Leave

14.1 Paid leave

Paid leave is generally only granted for part of the working day. In special cases, however, such leave may also be granted for one or more days, in the event of, for example, the serious illness or death of a close relative, or for an estate inventory/distribution of an estate.

Note:
As close relatives counts spouse, cohabiting, partner in a registered partnership, children, grandchildren, siblings, parents, in-laws and grandparents.

14.2 Unpaid leave

Unpaid leave (= absence without pay) may be granted if, in the view of the employer, it does not inconvenience the business operations.

Subject to agreement an employee is entitled to leave of absence to try a job with another employer for purposes of rehabilitation.

Employees wishing to take unpaid leave shall apply for such leave as early as possible prior to the leave being taken. The desired duration of the leave shall be stated in the application. Notification as to approval/refusal is given without delay.

14.3 Deductions for unpaid leave

a) Unpaid leave for a maximum of five working days.
A deduction is made of 4.6 percent of the monthly salary for each working day taken. In the case of irregular working hours (full- or part-time) the deduction is calculated in accordance with c).

b) Unpaid leave for six working days or more.
A deduction is made of 3.3 percent of the monthly salary for each calendar day that leave is taken.

c) Deduction in the event of unpaid leave for part of a day.
A deduction is made for each hour using the following formula:

$$\frac{\text{the monthly salary (adjusted to full-time salary)}}{175}$$

If unpaid leave lasts at least one whole month a deduction corresponding to the extent of the unpaid leave is made from the monthly salary.

14.4 Other types of absence

When an employee is absent from work for any other reason, a pay deduction is made in accordance with section 3.

§ 15 Flexible Pension in Service Companies

The regulations about "Provisions for Flexible Pensions in Service Companies" and "Agreement on part-time for retirement purposes" applies in accordance with Annex 3 and Annex 4.

§ 16 Period of validity

The agreements on salaries and terms and conditions are valid from the 1st April 2023 until the 31st of March 2025.

After expiry of the agreement the agreement is valid with one week's mutual period of notice.

Note: The salary agreement with Ledarna is valid until further notice with its clause on termination in the agreement.

Appendix 1

Hiring of sub-contractor

The parties have discussed the question regarding the use of sub-contractors in the telecom industry for so-called field work. Instead of regulating the question in the collective agreement, the parties have agreed on the following common principles:

The parties recognize the importance of promoting earnest business. Within the telecom industry it is a common interest that business is conducted in a way that no law or industry practice is overridden.

In connection with negotiations under §§ 38-40 of the Co-Determination in the work place Act (MBL) it is the central parties view that the local parties should pay particular attention to that prospective sub-contractors act according to fair practice in the Telecom industry and the labour market in general and that they work for a good work environment within the company.

The above should in particular be pointed out to the relevant sub-contractor in the event that he in turn hires additional sub-contractors in a so-called “entrepreneur chain”. It is recommended that the companies, if needed, establish a list of sub-contractors intended to be used.

When hiring sub-contractors that for the first time are added to the list, negotiations under §§ 38-40 MBL apply. The company should provide information to local party regarding information such as organization number, company name and the applicable collective bargaining agreement.

Revision of the list are made at time and in a manner determined between the local parties.

Appendix 2

Work hours reduction

In connection with 2023 and 2024 years' salary review the question regarding the work hours at the company should be discussed by the local parties. Negotiations can include further shortening such as extension / repurchase of previously reduced time at the company in line with the central agreement.

If reduced work hours have been agreed locally according to the collective agreements; 1998-2000, 2001-2002, 2003 and 2004-2006 reduction according to these agreements should continue to apply unless the parties agree otherwise.

If agreement is reached regarding work hours reduction, the value hereof should be deducted from the total value of 2023 and 2024 years' salary revision.

Time saved in the time bank after April 1, 2023 and April 1, 2024 should, at the employee's initiative, be taken as time off during the year. Employees who, during the year, have asked for but not been granted time off by the employer is entitled to receive the value of the remaining hours paid in cash or in pension premium (LP-premium).

Appendix 3

Provision for Flexible Pensions in Service Companies

General Rules

§ 1 The parties have agreed to introduce a system for Flexible Pensions in Service Companies in the agreement area. This agreement applies to all salaried employees covered by the agreement on general terms and to whom the ITP agreement's retirement pension conditions are, or could have been, applicable and constitutes a collective provision for the flexible pensions system.

This means that the employer will pay a supplementary premium to the ITP plan as of 1 November 2017 for salaried employees who have reached the age of 25 but not 65, in accordance with item 7.2 in Section 1 and item 6.4 in Section 2 of the ITP plan. As of January 1, 2023, supplementary premiums are paid until the age of 66 years for salaried employes covered by ITP 1.

§ 2 The supplementary premium shall be paid to Collectum as of the 1st of November 2017 and thereafter on a monthly basis. The increase of the supplementary premium will then be made in connection with future date of salary review in the collective bargaining agreement and in accordance with the procedures applicable to supplementary premiums to ITP 1 and ITPK in ITP 2. The premium shall supplement the insurance for ITP 1 or ITPK that the salaried employee has in the employment with the employer.

Note 1
If, during the build-up the date of salary review according to the collective bargaining agreement is earlier than the date of salary review of the agreements that set the norm, the increase in the supplementary premium shall be made at the time of the date of the agreements that set the norm

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

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

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

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

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

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

§ 4 Employers who are covered by Flexible Pensions in Service Companies can decide if salaried employees at the company shall have the opportunity to opt out of the provision for Flexible Pensions. The salaried employee's fixed cash salary is raised at the time of opt out with the corresponding current level of the collective premium at that time. Such opt outs apply to the current employment with the employer, i.e. the juridical person. Opting out

does not affect previously paid premiums for Flexible Pensions in Service Companies.

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

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

Note 1
In connection with the commencement of employment, it is possible for the employer to state the agreed salary and Flexible Pensions in Service Companies in the employment contract as well as what the salary would be if the event of an opt out from Flexible Pensions. If a salaried employee chooses to opt out from provision for Flexible Pensions, such notice may be given first after commencement of employment.

Note 2
In the event a newly-employed salaried employee is granted a vacation between June and August, and this period falls wholly or partly within the framework of the two months that allows the salaried employee to choose to

opt out from a provision for Flexible Pensions, the period of choice is extended by the corresponding number of calendar days.

Note 3
When an employee has given notice on his/her choice to opt out, the choice will be in effect from the 1st day on the first month during the two-month period during which the choice to opt out can be made. For example, that means that an employee who enter into the collective agreement at the 15th of March, can give notice on his choice to opt out during the period of March 15th until May 15th and the choice will be valid from the 1st of March. The employee's salary will be increased from the time of the opt out with the current level of the collective at the time.

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

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

Note 4
The employer may change his position according to this paragraph by making a new decision. If this is the case, and the employer's decision implies that the salaried employee has an opportunity to opt out from a provision to Flexible Pensions in Service Companies this applies provided the deadline(s) above permit this. If the employer's decision means that the salaried employee no longer has an opportunity to opt out, the previously granted opt out applies unless otherwise agreed in accordance with § 5 below.

Note 5
The parties are in agreement that opting out shall be the salaried employee's own decision and therefore may not be conditional on benefits in employment beyond what is regulated in this agreement. The employer may not in any other way generally anticipate individual opt outs at the company.

§ 5 Salaried employees who have opted out of provision to Flexible Pensions in Service Companies and thereby at the time of the opt out received the current, collective premium level as salary may, if the employer so agrees, withdraw the opt out and receive the current collective premium level as a pension premium instead. How the pension premium according to the collective level is to be deducted against salary is determined by agreement between the salaried employee and the employer.

§ 6 Salaried employees who chose not to opt out of provision to Flexible Pensions in Service Company may reach individual agreements with the employer on further provisions than are stated in the agreement for Flexible Pensions in Service Companies. Such individual agreements apply for as long as the salaried employee and the employer have agreed

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

Note 1
The parties to this agreement on Flexible Pensions in Service Companies shall endeavor to ensure that such additional provisions shall be made within the framework of the ITP pension plan to ITP1 or ITPK.

Note 2
Salary exchange systems applied without connection to Flexible Pensions in Service Companies are not affected by this regulation.

§ 7 Companies, which are already covered by another flexible pension system at the time of binding to the collective bargaining agreement, shall continue to expand the company's premium level, regardless of how that level has been reached within centrally agreed upon systems for Flexible pension/part-time pension, with the provisions made in accordance with Flexible Pensions in Service Companies until the company reaches the fully-expanded premium level for Flexible Pensions in Service Companies of 2 %, as stated in § 3.

Note 1
When a centrally agreed upon collective agreement stipulates that part of the salary increase has been used for further expansion of provision for

Flexible Pensions in Service Companies such provisions should instead be granted as salary increase when the fully-expanded level of provision for Flexible Pensions in Service Companies of 2 % has been reached in the company.

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

- 12 months after the company has become bound by the collective bargaining agreement, the company shall pay 10 % of the premium level that applied at the time of binding.
- 24 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 20 %, in total 30 %, of the premium level that applied at the time of binding
- 36 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 20 %, in total 50 %, of the premium level that applied at the time of binding
- 48 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 25 %, in total 75 %, of the premium level that applied at the time of binding
- 60 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 25 %, in total 100 %, of the premium level that applied at the time of binding

Apart from the introduction of the premium level linked to the time of binding the company also must increase salaries according to the respective salary agreement and eventual further provision to Flexible Pensions in Service Companies as regulated in the existing collective bargaining agreement.

The company may choose to introduce provision for Flexible Pensions in Service Companies for all salaried employees at the company at a faster rate than stated in this paragraph, which does not lead to any deduction from the scope for wage increases in the current wage agreement. Nor is it considered as an individual agreement for further provision within the framework of the flexible pension agreement.

Note 2
As regards the business, or part of the business, which is transferred from one employer to another by a transfer of business as referred to in 6b, the Employment Protection Act, the following applies when the acquirer is bound by a collective bargaining agreement for Flexible Pensions in Service Companies and the transferor and acquirer have built up their respective premium levels differently: When the acquirer's collective bargaining agreement becomes applicable to the salaried employees that have been taken over, the premium level for Flexible Pensions in Service Companies as stated in the acquirer's collective agreement applies.

Supplementary premiums to ITP 1

§ 8 The supplementary premium is to be paid at earliest from the month the salaried employee turns 25 and at longest up to and including the month before which the salaried employee turns 66.

§ 9 The supplementary premium is to be calculated on the pensionable salary for pension benefits, in accordance with ITP 1, item 6.

The supplementary premium is charged by Collectum to the employer on the same basis as the basis for the premium to ITP 1. From 1 January 2023, supplementary premiums will not be charged for wage parts that for a given month exceed 30 income base amounts/12.

Supplementary premiums to ITPK and ITP 2

§ 10 The supplementary premium is to be paid for salaried employees born 1978 or earlier and at longest up to and including the month before which the salaried employee turns 65.

§ 11 The supplementary premium shall be calculated on the pensionable salary for pension benefits, in accordance with ITP 2, item 3.

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

Note
It is anticipated that an agreement is reached on how to report the variable salary components. Agreement is reached on the basis of the previous

employment rate, taking into account actual earnings, new employment rate and any change in the wage system.

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

Payment rules

§ 13 Withdrawal of pension insurance based on the supplementary premiums for Flexible Pensions in Service Companies is made in accordance with the terms and conditions for the withdrawal of ITP 1 and ITPK respectively.

§ 14 Issues regarding the interpretation and application of this agreement shall be dealt with in accordance with the negotiation procedure in the collective bargaining agreement. When it comes to questions where the application follows the ITP plan's rules, interpretation and application of these terms and conditions should take place in the ITP Committee.

Employees without ITP 1 or ITPK

§ 15 For salaried employees who are aged between 25 and 66 (ITP 1) respective 65 (ITP 2) and for whom the ITP agreement is or could have been applicable but who do not have any current earning from ITP or ITPK with the employer, the employer reaches individual agreement with the employee on how the provision for Flexible Pensions in Service Companies should be managed, based on current conditions. Such agreement can also be reached between the employer and the local union organization.

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

Common information

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

Appendix 4

Agreement on part-time for retirement purposes

A salaried employee has an enhanced opportunity to apply to the employer to reduce his working hours from the age of 62 (salaried employee covered by ITP 2) respective from the age of 63 (salaried employee covered by ITP 1) in order to make Flexible Pension possible. A prerequisite for an agreement to be reached is that this can be done with reasonable consideration to the requirements and needs of the business.

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

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

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

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

For a salaried employee who has reached an agreement in accordance with the above regulation and who belongs to ITP 2, the employer shall continue to report income based on the salaried employee's previous level of employment to Collectum. However, this obligation ceases if the salaried employee takes employment with another company or otherwise engages in business of a financial nature which may give the salaried employee an income.

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

Note 1
The parties are agreed that the agreement shall be adapted to the statutory rules governing pensions at any time.

Note 2
Regarding variable salary components, it is presupposed that agreement is reached on how these are to be reported. Agreement is reached on the basis of the previous employment level, taking into account actual earnings, new level of employment and any change in the wage system.

Appendix 5, (applies only to members of SEKO)

Application of the regulations about rest etc. in connection with daily traveling in service for home-posted workers who perform so called field service work.

Home stationing

Home stationing-agreements may be concluded by individual or local agreement. If such agreement is concluded the following should be included in the agreement between the employer and the employee:

- Information about the employer and the employee
- Information about the vehicle
- Possible compensation for home stationing, for example for parking and accommodation of land
- Routines for handling and storing the employer moveable assets that's in the vehicle
- Knowledge of the size and extent of the consumption area, Alternatively, maximum distance to first customer and from last customer
- Knowledge of the location of the work central and the conditions applicable to
  location at work central
- Information about the home station agreement's validity period and notice

A home station agreement is a free-standing agreement. It is not connected to the employee's employment in such a way that a termination of the home stationing agreement also is a termination of the employment agreement.

Travel time as working time

For the purposes of the provisions regarding daily- and nightly rest (6:2) and weekly rest (6:3), the travel time from the home to the first customer (workplace) and from the last customer (workplace) to the home outside ordinary working hours is regarded as working hours in the following cases.

- The employee departs from home because the work central (or equivalent) where the employee previously been placed has been closed down

- The employee departs from home because, at the time of employment, there were no work central to depart from

- The employee departs from home on the employer's initiative and in the employer's interest even though there is a workplace (or equivalent) to depart from

Compensation

The travel time is compensated with travel time compensation

The employee is required to hold 30 minutes of his/her own time for travel to the customer (workplace). The same applies when the work day ends at the customer (workplace). For exceeding travel time travel time compensation is paid in accordance with 9:3.

The non-compensated time (30 minutes of own time for travel to the customer and 30 minutes from the customer to home) is not included in the total working time of 48 hours.

Joint commitment of the parties

In case a company consistently applies unnecessary wide travel time limits the parties undertake to consult with the company for the purpose of creating a reasonable application.

Agreement on negotiating procedure for legal disputes

Scope

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

Negotiating limitation

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

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

Note

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

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

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

If an issue of dispute is based on the Employment Protection Act or on an issue relating to a form of employment stipulated in a collective bargaining agreement, the time limits specified in the Employment Protection Act shall apply instead of those specified in this negotiating procedure with the supplements that emerge in

the following in respect of time limits that shall be observed between local and central negotiations.

Local negotiations

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

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

Central negotiations

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

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

1. within two weeks in the case of dispute concerning a litigation regarding nullification of a termination of employment or an instant dismissal or a claim that a fixed term employment is wrongful and that the employment shall run until further notice[1] and

2. within two months in the case of other legal disputes

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

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

Note

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

Legal settlement

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

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

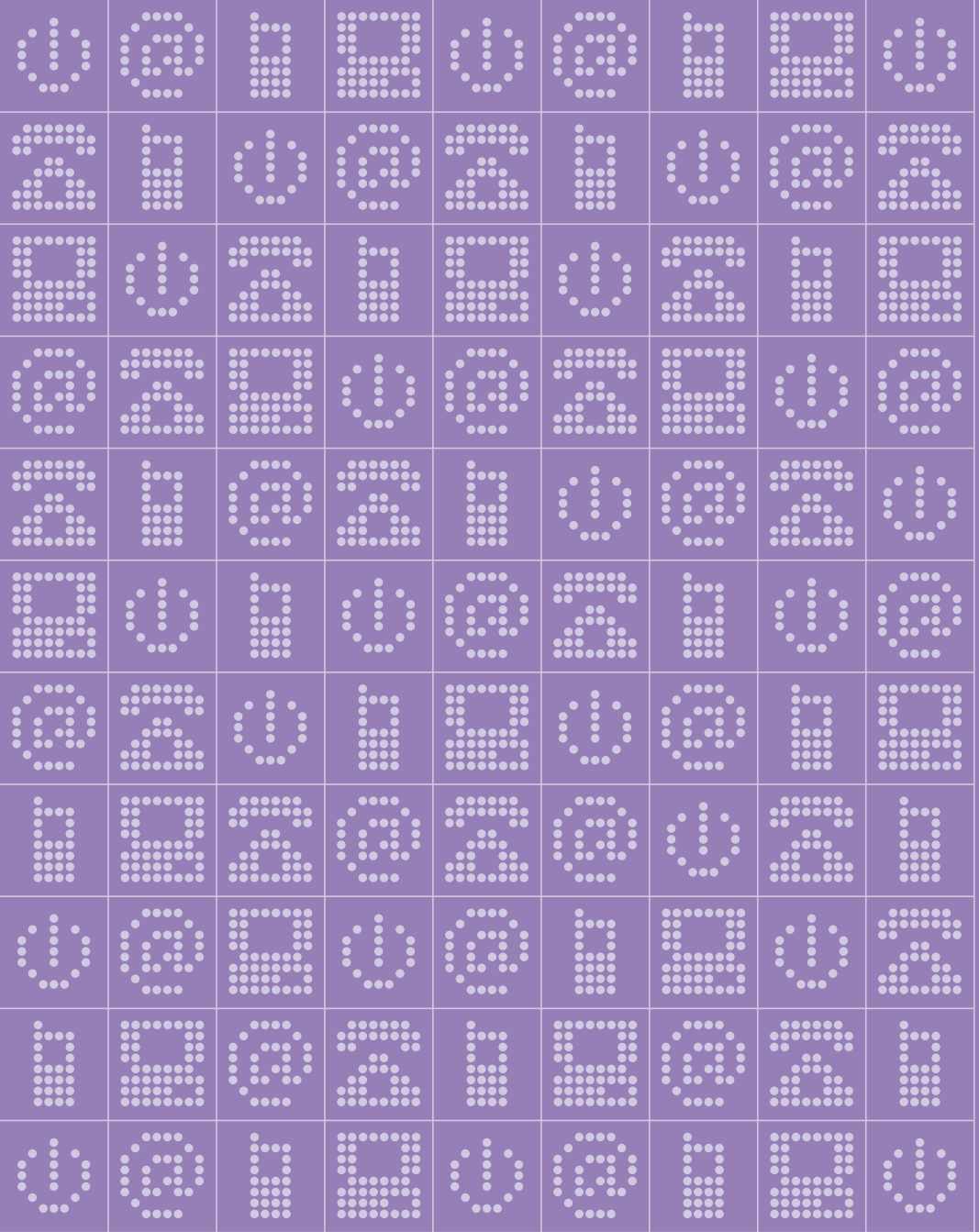
Validity

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

Note

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

Article no 6504 2304



The agreement can be downloaded on www.arbetsgivarguiden.se

Article no: 6504 2304

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