

Salaried Employees

1 May 2007 – 30 April 2010

The Swedish Federation of Trade

and

The Swedish Union of Commercial Employees (HTF)
The Swedish University Graduate Unions

Page	§	Part
5		List of Separate Agreements not Included in the Printed Agreement
6	§ 1	Scope of the Agreement
6	1.1	Scope
6	1.2	Application
6	1.2.1	The Non-Mandatory Nature of the Agreement
6	1.3	Exceptions
6	1.4	Reached Retirement Age
7	1.5	Service Abroad
7	1.6	Management – Union Membership
8	§ 2	Employment
8	2.1	Employment Until Further Notice
8	2.2	Terms for Time-Limited Employment
8	2.3	Employment for a Trial Period
9	2.4	Notice Concerning Employment for a Trial Period and Hiring Upon Work Peaks
10	§ 3	General Directions
10	3.1	Loyalty
10	3.2	Competing Activities
10	3.3	Fiduciary Assignments
11	§ 4	Overtime Compensation
11	4.1	Right to Overtime Compensation
11	4.1.1	Agreement With Certain Salaried Employees
11	4.1.2	Preparatory and Finishing Work
11	4.1.3	Written Agreement. Term
12	4.2	Preconditions for Overtime Compensation
12	4.2.1	Definition of Overtime Work
12	4.2.2	Preparatory and Finishing Work
12	4.2.3	Calculation of Overtime
12	4.2.4	Overtime Work Not In Connection with Regular Working Hours
12	4.2.5	Travel Costs Upon Overtime Work
12	4.2.6	Overtime Work Upon Shortened Regular Daily Working Hours
12	4.3	Overtime Compensation
12	4.3.1	Money — Time Off
13	4.3.2	Amount of the Compensation
13	4.4	Additional Hours Upon Part-Time Work (Overtime for Employees Working Part-Time)
13	4.4.1	Compensation for Overtime for Employees Working Part-Time
14	4.4.2	Calculation of Overtime for Employees Working Part-Time
14	4.4.3	Overtime Compensation for Employees Working Part-Time

15	§ 5	Staggered working hours
15	5.1	Staggered Working Hours
15	5.2	Notice of Staggered Working Hours
15	5.3	Compensation for Staggered Working Hours
16	5.4	Local Agreement
16	5.5	Individual Agreement
16	5.6	When the Salaried Employee Has Received Other Compensation Before
17	§ 6	On-Call Time
17	6.1	On-Call Time
17	6.2	Schedule
17	6.3	Compensation for On-Call Time
18	6.4	Local Agreement
18	6.5	Individual Agreement
19	§ 7	Emergency Service
19	7.1	Emergency Service
19	7.2	Schedule
19	7.3	Compensation for Emergency Service
20	7.4	Local Agreement
20	7.5	Individual Agreement
21	§ 8	Travel Time Compensation
21	8.1	The Right to Travel Time Compensation
21	8.2	Travel Time
22	8.3	Travel Time Compensation
23	§ 9	Holiday
23	9.1	General Terms
23	9.2	Accrual Year and Holiday Year
23	9.3	Length of the Holiday
23	9.3.1	Number of Holiday Days
23	9.3.2	Number of Paid Holiday Days
23	9.3.3	Change of Holiday Days
24	9.3.4	Promoted or Newly Hired Salaried Employee
24	9.3.5	Holiday for Certain Part-Time Employees
25	9.4	Holiday Pay, Holiday Compensation etc.
25	9.4.1	Holiday Pay and Holiday Supplement
25	9.4.2	Calculation of Variable Salary Element upon Absence Included in the Basis for Holiday Pay Calculations
26	9.4.3	Payment of Holiday Pay
26	9.4.4	Holiday Compensation
26	9.4.5	Unpaid Holiday
26	9.4.6	Change in Hours Worked
27	9.5	Holiday for the Newly Hired
27	9.6	Saving Holiday
27	9.6.1	Saving of Holiday Days
27	9.6.2	Taking Out Saved Holiday Days
28	9.6.3	Holiday Pay for Saved Holiday Days

29	§ 10	Sick Pay etc.
29	10.1	The Right to Sick Pay and Notification
29	10.1.1	The Right to Sick Pay
29	10.1.2	Notification
29	10.2	Confirmation of Illness and Medical Certificate
29	10.2.1	Written Confirmation
29	10.2.2	Medical Certificate
30	10.3	The Amount of Sick Pay
30	10.3.1	The Amount of Sick Pay
30	10.3.2	Illness up to and Including 14 Calendar Days per Illness Period
30	10.3.3	Sick Pay from the First Day in Certain Cases
30	10.3.4	When Deductions Have Already Been Made for Ten Waiting Days
30	10.3.5	Definition of Monthly Salary and Weekly Working Hours
31	10.3.6	Illness from the 15th Calendar Day
32	10.3.7	Maximum Sick Deduction Per Day
32	10.3.8	Duration of the Sick Pay Period
33	10.4	Certain Co-ordination Rules
33	10.4.1	Rehabilitation Benefits
33	10.4.2	Compensation From Other Insurance
33	10.4.3	Other Compensation from the State
34	10.5	Limitations on the Right to Sick Pay
34	10.5.1	The Salaried Employee Has Reached the Age of 60
34	10.5.2	Concealment of Disease
34	10.5.3	Failure to Supply a Certificate of Health
34	10.5.4	Reduced Sick Benefits
34	10.5.5	Injury in Accident Caused by a Third Party
34	10.5.6	Accident at Another Employer
34	10.5.7	Upon Payment of Disability Pension
34	10.5.8	Reached Retirement Age
35	10.5.9	Miscellaneous Limitations on the Right to Sick Pay
35	10.6	Disease Carriers
35	10.7	Miscellaneous
36	§ 11	Leave
36	11.1	Leave of Absence, Brief Leave With Pay
36	11.2	Unpaid Leave, Leave for a Whole Day Without Pay
36	11.2.1	Salary Deduction for the Full-Time Employed, Whole Day
36	11.2.2	Salary Deduction for the Part-Time Employed, Whole Day
37	11.3	Other Leave, Leave for Part of a Day Without Pay
38	11.4	Monthly salary
38	11.5	Parental Pay
38	11.5.1	Preconditions for Parental Pay
38	11.5.2	Amount of Parental Pay
39	11.5.3	Payment of Parental Pay
40	11.5.4	Reduction of Parental Pay
40	11.6	Leave With Temporary Parental Pay
40	11.6.1	Deductions
40	11.6.2	Monthly Salary

41	§ 12	Salary for Part of a Salary Period
42	§ 13	Termination
42	13.1	Resignation by the Salaried Employee
42	13.1.1	Notice Period
42	13.1.2	Written Notice
42	13.2	Termination by the Employer
42	13.2.1	Notice Period
43	13.2.2	Extended Notice Period in Certain Cases
43	13.2.3	Advance Notice
43	13.3	Implementation Provision. Notice of Termination Periods for Salaried employees Hired Before 1 January 1998
44	13.3.1	Extended Notice Period in Certain Cases
44	13.4	Miscellaneous Provisions Upon Termination
44	13.4.1	Salary During the Notice Period
44	13.4.2	Agreement on Different Notice Periods
44	13.4.3	Notice Period Upon Employment for a Trial Period and Employment to Relieve a Temporary Work Peak or During Holidays etc.
45	13.4.4	Reached Retirement Age - Termination of Employment
45	13.4.5	Pensioners – Notice Period
45	13.4.6	Shortening of the Notice Period for the Salaried Employee
46	13.4.7	Damages for a Salaried Employee Failing to Observe the Notice Period
46	13.4.8	Certificate of Employment
46	13.4.9	Certificate of Holiday Taken
46	13.5	Order of Termination Upon Production Reductions and Rehiring
48	§ 14	Negotiation Procedure For Legal Disputes
50	§ 15	Fiduciary Council
51	§ 16	Term
52	App. 1	Agreement on Working Hour Regulations for Salaried Employees
60	App. 2	Agreement on Continuing Education

List

of Separate Agreements
not Included in the Printed Agreement

- The Work Environment Agreement
- The Industrial Supplementary Pensions Scheme - the ITP Agreement
- The Agreement on Collective Group Life Insurance (TGL)
- The Agreement on Readjustment Contracts and Supplementary Services
- Security Insurance Upon Work-Related Injuries (TFA)
- Development Agreement
- | • Agreement of 3 February 2006 on the Development Council of Trade
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[The original Swedish wording of the conditions in the agreement shall prevail in case of dispute.]

§ 1 Scope of the Agreement

1.1 Scope

This agreement comprises companies associated with the Swedish Federation of Trade that are included in special lists.

1.2 Application

A written request by either party is required for the agreement to enter into effect with respect to a company. The agreement will thereafter enter into effect from the first day of the following month, unless otherwise agreed from case to case. The agreement shall apply between the parties stated in request.

If a company is already bound by another collective bargaining agreement for salaried employees, that agreement applies until the end of its term unless otherwise agreed.

1.2.1 The Non-Mandatory Nature of the Agreement

If the local parties wish to change any part of the Agreement, such request shall be considered by the Fiduciary Council.

1.3 Exceptions

The agreement does not apply to

- salaried employees in a top management position,
- salaried employees whose employment is to be considered spare-time work, except as to sick pay during the term of employment according to Section 10 of this agreement.

1.4 Reached Retirement Age

Regarding salaried employees who have reached the regular retirement age that applies to them according to the ITP plan, the employer and the salaried employee may agree that other terms of employment shall apply than the ones in this agreement. A right to sick pay after the term of employment requires a special agreement.

The same applies to those who are hired after having reached the regular retirement age that applies at the company.

Note to the Minutes

The Swedish Act on Security of Employment presently gives salaried employees the right to remain in service until 67 years of age.

1.5 Service Abroad

Upon service abroad, the employment terms during the stay abroad shall be regulated through

- agreement between the employer and the salaried employee or
- by special regulations for service abroad or the like at the company

In addition, the "Agreement Concerning Social Security for Salaried Employees Serving Abroad " applies to those salaried employees comprised by it.

1.6 Management - Union Membership

If the employer so requests, salaried employees in top management positions shall refrain from membership in unions that are party to this agreement. This applies also to the top manager's secretary and, at larger companies, the personnel manager and his secretary.

Note to the Minutes

The PTK Associations have agreed that local salaried employee unions or representatives appointed by the salaried employees in the PTK area may, concerning the adjustment agreement and concerning issues of personnel reductions according to the agreements for general employment terms, be represented by a common body, PTK-L, as against the employer. This body shall be deemed to be the "local employee organisation" according to the Act (1982:80) on Security of Employment.

If a salaried employee party cannot act through PTK-L, the company shall be able to make agreements with each salaried employee organisation separately.

§ 2 Employment

2.1 Employment Until Further Notice

Employment is until further notice unless the salaried employee and the employer have otherwise agreed.

2.2 Terms for Time-Limited Employment

The employer and a salaried employee may agree on time-limited employment

- for a certain time, a certain season or certain work if the special nature of the work occasions such employment
- upon substitution to replace a salaried employee upon, e.g., absence because of holiday, illness, education or parental leave
- upon substitution to fill a vacant office for not more than six months, unless the employer and the local salaried employee union representative agree otherwise
- priority to new employment shall not apply to any new time-limited employment for substitution, that is expected to have a term of not more than 14 calendar days. There is however priority to new employment if directly contiguous employment agreements are entered into that together have a term exceeding 14 calendar days.
- to relieve a temporary work peak
- for school and university students during holidays or other break in their studies and upon practical work training
- for salaried employees who have reached the regular retirement age according to the ITP plan.

2.3 Employment for a Trial Period

An agreement for employment during a trial period may be made when it is the intention that the employment after the trial period will turn into employment until further notice. The agreement may comprise no more than six months. If the salaried employee has been absent during the trial period, the employment may, upon agreement, be extended by a corresponding period of time.

If the trial employment does not turn into employment until further notice, the employer shall provide a reason for its position if the salaried employee so requests.

2.4 Notice Concerning Employment for a Trial Period and Hiring Upon Work Peaks

Before the employer and the salaried employee make an agreement for employment for a trial period or employment to relieve a temporary work peak, the employer should notify the relevant salaried employee union, if it is practically feasible. The notice shall however always be made within a week after an employment agreement is made. If so requested, the employer shall consult with the union representative.

§ 3 General Directions

3.1 Loyalty

The relationship between employers and salaried employees is based on mutual loyalty and trust. The salaried employee shall observe discretion as to the employer's affairs, such as pricing, computer systems, investigations, operating conditions, business matters and the like.

3.2 Competing Activities

A salaried employee shall not conduct business or directly or indirectly conduct economic activities for a company that competes with the employer. Furthermore, the salaried employee shall not undertake any assignments or conduct any activities that may adversely influence his ordinary work. This means that before undertaking an assignment or spare time activity of a more comprehensive nature, the employee shall first consult with the employer.

3.3 Fiduciary Assignments

A salaried employee has the right to accept state, municipal and union fiduciary assignments.

§ 4 Overtime Compensation

Regarding working hours, see the Working Hours Agreement Appendix 1.

4.1 Right to Overtime Compensation

Salaried employees have a right to overtime compensation according to 4.3 unless otherwise agreed according to 4.1.1 - 4.1.2.

4.1.1 Agreement with Certain Salaried Employees

The employer may agree with a salaried employee that as compensation for overtime work the salaried employee shall instead receive a higher salary and/or five or three holiday days in addition to the holiday mandated by law.

Such agreements are intended for salaried employees

- in management positions or other qualified positions
- with working hours are difficult to verify or
- who have the freedom to schedule their working hours.

Note

If a salaried employee after having made an agreement according to clause 4.1.1 finds that the worked time deviates materially from the preconditions on which the agreement was based, the salaried employee shall discuss this with the employer.

Working hours being difficult to verify means that there are no practical means of registering the working hours in a meaningful way, e.g., because the employee to a significant degree is carrying out work outside the employer's regular premises or otherwise in different places. This may for example be when work is carried out at home or sales work.

4.1.2 Preparatory and Finishing Work

If the employer and a salaried employee have expressly agreed that the salaried employee will on a daily basis carry out preparatory work and finishing work of at least 12 minutes and the salary has not been determined taking this into consideration, the salaried employee shall be compensated by three holiday days in addition to the holiday mandated by law.

4.1.3 Written Agreement. Term

Agreements according to 4.1.1 and 4.1.2 shall be in writing. They apply until further notice and may be revised at the time of the following salary revision.

A party wishing for the agreement to terminate, shall notify the other party not less than two months in advance.

The employer shall inform the relevant salaried employee union when an agreement has been made.

4.2 Preconditions for Overtime Compensation

4.2.1 Definition of Overtime Work

Overtime work giving the right to overtime compensation means work that is carried out outside the regular daily working hours that apply to the salaried employee, if the overtime work

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

As to part-time work, see 4.4.

4.2.2 Preparatory and Finishing Work

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

4.2.3 Calculation of Overtime

If the overtime work has been carried out before as well as after the regular working hours during a certain day, the overtime periods shall be added together. Only full half hours are included in the calculation.

4.2.4 Overtime Work Not In Connection With Regular Working Hours

If a salaried employee carries out overtime work at times not immediately following regular working hours, overtime compensation shall be paid for at least three hours' overtime work. This does not however apply if only a regular meal break separates the overtime work from regular working hours.

4.2.5 Travel Costs Upon Overtime Work

If the salaried employee reports for overtime work at times not immediately following regular working hours and thereby incurs travelling costs, the employer shall reimburse these costs. This applies also if an agreement has been made according to 4.1.1.

4.2.6 Overtime Work Upon Shortened Regular Daily Working Hours

If the regular daily working hours during a certain part of the year, e.g., the summer, have been shortened without a corresponding lengthening during any other part of the year, the following shall apply. The calculation of overtime work that has been carried out during the part of the year when the shorter working hours apply shall be made on the basis of the regular working hours applying during the rest of the year.

4.3 Overtime Compensation

4.3.1 Money — Time Off

Overtime work is compensated either in money (overtime compensation) or time off (compensatory leave). Compensatory leave is granted if the salaried employee so

desires and the employer after consultation with the salaried employee finds that this is possible without inconvenience for the company's operations.

In the consultation, the employer should, as far as possible, take into consideration the salaried employee's desires of when the compensatory leave shall be taken.

4.3.2 Amount of the Compensation

Overtime compensation per hour shall be paid as follows:

Overtime work 6 a.m.-8 p.m. Mondays - Fridays that are not holidays:

the monthly salary

94

or according to agreement

compensatory leave by 1 1/2 hours for each overtime hour

Overtime work at other times

the monthly salary

72

or according to agreement

compensatory leave by 2 hours for each overtime hour.

Monthly salary means the current fixed monthly salary in cash.

Overtime work during business days during which the salaried employee does not have to work is equated with overtime work at other times. The same shall apply to Midsummer's Eve, Christmas Eve and New Year's Eve.

4.4 Additional Hours Upon Part-Time Work (Overtime for Employees Working Part-Time)

4.4.1 Compensation for Overtime for Employees Working Part-Time

If a part-time employee has carried out work outside regular working hours that apply to the part-time employment, compensation shall be paid per additional hour in the amount of:

the monthly salary
3.5 x the weekly working hours

Monthly salary means the relevant fixed monthly salary in cash.

The weekly working hours mean the part-time employee's working hours per holiday-free week, calculated as an average per month.

4.4.2 Calculation of Overtime for Employees Working Part-Time

If the overtime work has been carried out before as well as after the regular working hours that apply to the part-time employment, the time periods shall be added together. Only full half hours are included in the calculation.

4.4.3 Overtime Compensation for Employees Working Part-Time

A part-time employee has the right to overtime compensation if the overtime work is carried out before or after the times that apply to the regular working hours for a full-time employee in the corresponding position at the company.

Upon calculation of compensation according to 4.3.2, the salary shall be adjusted to correspond to a full-time salary.

Note

Overtime work for part-time employed salaried employees may occur upon agreement between the employer and the salaried employee.

§ 5 Staggered Working Hours

5.1 Staggered Working Hours

Staggered working hours means the part of the salaried employee's regular working hours that is scheduled on the days and between the times set forth in 5.3.

5.2 Notice Concerning Staggered Working Hours

The employer should notify the salaried employee no later than 14 days in advance that the working hours will be staggered. The notice should also contain information about the expected duration of the staggering of working hours.

5.3 Compensation for Staggered Working Hours

Staggered working hours shall be compensated per hour as follows:

Monday-Friday from 6 p.m. to 12 midnight	<u>the monthly salary</u> 600
Monday-Saturday from 12 midnight to 7 a.m.	<u>the monthly salary</u> 400
Saturday-Sunday from Saturday 7 a.m. to Sunday 12 midnight	<u>the monthly salary</u> 300
from 7 a.m. on Epiphany, 1 May, the National Day, Ascension Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday	<u>the monthly salary</u> 300
from 6 p.m. on Maundy Thursday and New Year's Eve and from 7 a.m. on Whitsun Eve, Midsummer's Eve and Christmas Eve to 12 midnight before the first business day after the relevant holiday.	<u>the monthly salary</u> 150

Compensation for staggered working hours and overtime compensation cannot be paid at the same time.

Monthly salary means the current fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

5.4 Local Agreement

The local parties may make an agreement for other compensation for staggered working hours, if there are special reasons therefor.

5.5 Individual Agreement

The employer and an individual salaried employee may agree that the rules on compensation according to the above shall not apply, and that the salaried employee instead shall receive reasonable compensation in another manner. Such agreement shall be in writing.

The agreement shall apply until further notice and may be revised at the time of the following salary revision.

A party wishing for the agreement to terminate, shall notify the other party not less than two months in advance.

5.6 When the Salaried Employee Has Received Other Compensation Before

If a salaried employee, through salary or in any other manner has been compensated for work during staggered working hours and therefore has not received any special compensation, the terms shall not change by this agreement entering into effect.

§ 6 On-Call Time

6.1 On-Call Time

On-call time means time when the salaried employee has no obligation to work but is obligated to be at the employer's disposal in order to carry out work when the need arises.

6.2 Schedule

On-call time shall be allocated so that it does not unreasonably burden any individual salaried employee.

Schedules for on-call time should be made well ahead of the time they concern.

6.3 Compensation for On-Call Time

On-call time is compensated per on-call hour by $\frac{\text{the monthly salary}}{600}$

The following shall however apply:

from Friday 6 p.m. to Saturday 7 a.m. $\frac{\text{the monthly salary}}{400}$

from Saturday 7 a.m. to Sunday 12 midnight $\frac{\text{the monthly salary}}{300}$

from 6 p.m. the day before to 7 a.m. on Epiphany,
1 May, Ascension Day and All Saints' Day $\frac{\text{the monthly salary}}{400}$

from 7 a.m. on Epiphany, 1 May, the National Day, Ascension Day and All Saints' Day
to 12 midnight before the first business day
after the relevant holiday $\frac{\text{the monthly salary}}{300}$

from 6 p.m. on Maundy Thursday and New Year's Eve and from 7 a.m. on Whitsun Eve,
Midsummer's Eve and Christmas Eve to
12 midnight before the first business day after
the relevant holiday. $\frac{\text{the monthly salary}}{150}$

On-call compensation is paid per working period for not less than 8 hours, as the case may be, reduced by the time for which the salaried employee has received overtime compensation.

Monthly salary means the current fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

6.4 Local Agreement

The local parties may make an agreement for another solution if there are special reasons therefor.

6.5 Individual Agreement

The employer and an individual salaried employee may agree that the rules on compensation according to the above shall not apply, and that the salaried employee instead shall receive reasonable compensation in another manner. Such agreement shall be in writing.

The agreement shall apply until further notice and may be revised at the time of the following salary revision.

A party wishing for the agreement to terminate, shall notify the other party not less than two months in advance.

§ 7 Emergency Service

7.1 Emergency Service

1 *Emergency service I* means time when the salaried employee has no obligation to work but is obligated to remain at the employer's disposal by being available in order to be able to work immediately when there is a need.

2 *Emergency service II* means time when the salaried employee has no obligation to work but is obligated to be available in order to be able to work within a prescribed time after notice to carry out work at the place of employment or elsewhere.

7.2 Schedule

Emergency service shall be allocated so that it does not unreasonably burden any individual salaried employee.

Schedules for emergency service should be made well ahead of the time they concern.

7.3 Compensation for Emergency Service

	Emergency service I	Emergency service II
Emergency service is compensated per hour of emergency service by	<u>the monthly salary</u> 1 000	<u>the monthly salary</u> 1 400
However, the following shall apply:		
Friday-Sunday from Friday 6 p.m. to Saturday 7 a.m.	<u>the monthly salary</u> 700	<u>the monthly salary</u> 1 000
from Saturday 7 a.m. to Sunday 12 midnight	<u>the monthly salary</u> 500	<u>the monthly salary</u> 700
from 6 p.m. the day before to 7 a.m. on Epiphany, 1 May, Ascension Day and All Saints' Day	<u>the monthly salary</u> 700	<u>the monthly salary</u> 1 000
from 7 a.m. on Epiphany, 1 May, the National Day, Ascension Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday.	<u>the monthly salary</u> 500	<u>the monthly salary</u> 700

from 6 p.m. on Maundy Thursday and New Years' Eve and from 7 a.m. on Whitsun Eve, Midsummer's Eve and Christmas Eve to 12 midnight before the first business day after the relevant holiday.

<u>the monthly salary</u>	<u>the monthly salary</u>
250	350

Emergency service compensation is paid per working period for not less than 8 hours, as the case may be, reduced by the time for which the salaried employee has received overtime compensation.

Upon reporting for work as instructed, the salaried employee shall be paid overtime compensation for time worked, but not less than for one hour upon *Emergency service I* and not less than for two hours upon *Emergency service II*. Compensation for travel costs in connection with such reporting for service shall be paid.

Monthly salary means the current fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

7.4 Local Agreement

The local parties may make an agreement for another solution if there are special reasons therefor.

7.5 Individual Agreement

The employer and an individual salaried employee may agree that the rules on compensation according to the above shall not apply, and that the salaried employee instead shall receive reasonable compensation in another manner. Such agreement shall be in writing.

The agreement shall apply until further notice and may be revised at the time of the following salary revision.

A party wishing for the agreement to terminate, shall notify the other party not less than two months in advance.

§ 8 Travel Time Compensation

8.1 The Right to Travel Time Compensation

Salaried employees have a right to travel time compensation according to 8.3 with the following exceptions:

Exceptions

- 1 An employer and a salaried employee who have made an agreement for compensation for overtime according to 4.1.1 and 4.1.2, may agree that the provisions for travel time compensation shall not apply.
- 2 The employer and salaried employees may agree that compensation for travel time shall be paid in another form, e.g., that the existence of travel time is taken into consideration upon the determination of the salary.
- 3 Salaried employees with a line of work that normally entails business travel to a significant extent, e.g., travelling salesmen and service technicians, have a right to travel time compensation only if the employer and the salaried employee have agreed on this.

8.2 Travel Time

Travel time is the time during ordered business travel taken to travel to the point of destination.

Only travel time before and after the salaried employees regular working hours shall be included in the calculation of travel time that gives the right to compensation.

If the travel time occurs before as well as after regular working hours on a certain day, the time periods shall be added together. Only full half hours shall be included in the calculation.

If the employer has paid for a sleeping berth on a train or a boat during the trip or part thereof, the time between 10 p.m. and 8 a.m. shall not be included in the calculation.

Normal time when the salaried employee himself drives an automobile or other vehicle during business travel is also included in the travel time, regardless of whether the vehicle belongs to the employer or not.

The trip shall be considered commenced and concluded according to the regulations that apply to the calculation of per diem allowances or the corresponding at the relevant company.

8.3 Travel Time Compensation

- 1 Travel time compensation *per hour*

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

Travel time compensation according to the divisor 240 is paid for not more than six hours per calendar day, unless a longer travel time can be proven.

- 2 If the travel has occurred during the time Friday 6 p.m. - Monday 6 a.m.

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

- 3 If the travel has occurred during the time from 6 p.m. on a day before a non-working holiday eve or holiday to 6 a.m. on the day after the holiday

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

Monthly salary means the relevant fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

§ 9 Holiday

9.1 General Terms

Holiday shall be granted according to law, with the additions and exceptions set out below.

9.2 Accrual Year and Holiday Year

The *accrual year* is counted from 1 April up to and including 31 March the following year.

The *holiday year* is the 12-month period following thereafter.

The employer may agree with an individual salaried employee or with the local salaried employee union representative that the accrual year and/or the holiday year shall be staggered to other time periods or be entirely concurrent.

9.3 Length of the Holiday

9.3.1 Number of Holiday Days

- 25 holiday days according to the Swedish Holiday Act
- 3 or 5 holiday days in addition to holiday mandated by law, upon agreement between the employer and the salaried employee according to Section 4 of this agreement.

Holiday days mean both paid and unpaid holiday days.

9.3.2 Number of Paid Holiday Days

The number of accrued holiday days with salary shall be calculated in the following manner:

$$A \times \frac{B}{C} = D$$

A = number of agreed holiday days (according to 9.3.1)

B = number of employment days during the accrual year, minus absence that is not included in the holiday pay calculations

C = number of calendar days during the accrual year

D = number of accrued, paid holiday days (fractions are rounded up to whole numbers).

9.3.3 Change of Holiday Days

If this agreement enters into force for a salaried employee who is comprised by a special agreement or service regulation at the company, that salaried employee has the right to at least the same number of holiday days as before.

If holiday provisions in the regulations presently in force are to be changed, the employer shall notify the salaried employee union representative, and if that party so requests, negotiations shall take place before a decision is made.

9.3.4 Promoted or Newly Hired Salaried Employee

As to promoted or newly hired salaried employees, employment time at the company or at another company in the same company group, shall be included in the accrual year.

9.3.5 Holidays For Certain Part-Time Employees

As to part-time employed salaried employees who work less than five days on an average per week, the number of net holiday days is calculated according to the following:

$$\frac{\text{Number of work days/week} \times \text{number of holiday days according to 9.3}}{5}$$

= Number of holiday days (net holiday days) to be scheduled for days that according to the working hours schedule would have been work days. Fractions obtained in the calculation shall be rounded up to the nearest higher number of days.

If the salaried employee according to the working hours schedule is to work both whole and parts of days in the same week, the partly worked day shall be counted as a whole day. When the holiday is scheduled for such a salaried employee, an entire holiday day will be used up also for days during which the salaried employee only would have worked during part of the day.

Example

The salaried employee's part time is scheduled for an average of the following number of work days per week	Number of net holiday days (upon 25 days' holiday)
---	--

4	20
3.5	18
3	15
2.5	13
2	10

If the working time schedule is changed so that the "number of work days per week" is changed, the number of unused net holiday days shall be recalculated to correspond to the new schedule.

Holiday supplements, holiday compensation and salary deductions (upon unpaid holidays) are calculated on the basis of the number of gross holiday days.

9.4 Holiday Pay, Holiday Compensation etc.

9.4.1 Holiday Pay and Holiday Supplement

The holiday pay is the current monthly salary at the time of the holiday plus a holiday supplement.

The holiday supplement for each paid holiday day is

- 0.8 % of the salaried employee's current monthly salary at the time of the holiday plus any fixed salary supplements per month. As to changed working time, see 9.4.6.
- 0.5 % of the sum of the variable part of the salary that has been paid during the accrual year.

If the salaried employee has not accrued a full holiday, the holiday supplement of 0.5 % shall be adjusted upwards according to the following:

$$\frac{0.5 \% \times \text{the number of holiday days that the salaried employee has a right to}}{\text{Number of paid holiday days that the salaried employee has accrued.}}$$

Fixed salary supplements means in this context, e.g., fixed staggered working hours, on-call, emergency, overtime or travel time supplements, guaranteed minimum commissions or the like.

Variable salary element means in this context, e.g., commission, profit share, bonuses, incentive pay, on-call, emergency, and compensation for staggered working hours or the like, to the extent it has not been included in the monthly salary.

In this context, commission, profit share, bonus and the like refer to such variable salary elements that are directly related to the salaried employee's personal work effort.

Compensation for overtime, including to part-time employees, and for travel time includes holiday pay.

9.4.2 Calculation of Variable Salary Element Upon Absence Included in the Basis for Holiday Pay Calculations

For each day of absence that is included in the calculation of holiday pay, one average daily income from variable salary elements shall be added to the aggregate variable salary elements paid out during the accrual year.

Average daily income =

$$\frac{\text{Variable salary element paid during the accrual year}}{\text{Number of days of employment, minus holiday days and whole days of such absence that is included in the calculation of holiday pay during the accrual year}}$$

Compensation for shift, on-call and emergency duty and compensation for staggered working hours and the like shall not be included in the above-referenced average calculation, if the salaried employee during the accrual year has received such compensation for not more than 60 calendar days.

9.4.3 Payment of Holiday Pay

The holiday supplement of 0.8 % is paid out together with the salary in connection with or immediately following the holiday.

The holiday supplement of 0.5 % is paid out no later than the end of the holiday year.

Exceptions

- 1 If a significant part of the salary consists of variable salary elements, the salaried employee has a right to receive a holiday supplement in advance, based on the variable salary elements. The employer shall estimate the amount of the supplement. The supplement shall be paid out together with the salary at the regular payment time in connection with the holiday. The employer shall no later than by the end of the holiday year pay the remaining holiday supplement, if any, after calculation according to 9.4.1 and 9.4.2.
- 2 If an agreement has been made that the holiday year and the accrual year may be one and the same, the employer may pay out the remaining holiday pay attributable to variable salary elements after the end of the holiday year. This shall be done together with the first regular salary payment in the new accrual year in the application of normal salary routines.

9.4.4 Holiday Compensation

Compensation for each paid holiday day not taken out is 4.6 % of the current monthly salary and holiday supplement according to 9.4.1 and 9.4.2.

For each saved holiday day, holiday compensation is calculated as if the saved day had been taken out in the holiday year when the employment terminates.

9.4.5 Unpaid Holiday

For each used unpaid holiday day, a deduction shall be made from the salaried employee's current monthly salary in the amount of 4.6 % of the monthly salary. As to the term monthly salary, see 9.4.1.

9.4.6 Change in Hours Worked

If the salaried employee during the accrual year has worked a different number of hours than at the time of the holiday, the current monthly salary at the time of the holiday shall be prorated in proportion to the share of full regular working hours that applied at the place of employment during the accrual year. If the number of hours worked has changed during the course of a calendar month, the number of hours

worked that applied during the majority of the calendar days of the month shall be used in the calculation. As to the term monthly salary, see 9.4.1.

9.5 Holiday for the Newly Hired

If a newly hired salaried employee's paid holiday days are insufficient to cover the company's main holiday or if the salaried employee otherwise desires a longer holiday than the number of holiday days available, the employer and the salaried employee may agree that the salaried employee shall receive a paid leave of absence or leave without salary deduction for a requisite number of days. Such an agreement shall be in writing.

Upon absence without salary deduction, the following shall apply. If the employment terminates within five years from the day it started, a deduction shall be made from the accrued salary or holiday compensation according to the same principles as with regard to leave, but shall be calculated on the basis of the salary that applied during the leave. No deduction shall be made if the employment terminates because of

- 1 the salaried employee's disease, or
- 2 a salaried employee leaving his employment under the circumstances stated in Section 4 para. 3 first sentence of the Act on Security of Employment, or
- 3 termination by the employer due to a circumstance that is not attributable to the salaried employee personally.

To those who have received a greater number of paid holiday days than accrued, the provisions concerning holiday pay advances of Section 29 para. 3 of the Swedish Holiday Act shall apply, unless a written agreement according to the above has been made.

9.6 Saving Holiday

9.6.1 Saving Holiday Days

Salaried employees who have a right to more than 25 holiday days with holiday pay may, after agreement with the employer, save also these additional holiday days provided that they do not in that year take out holiday saved previously. The employer and the salaried employee shall agree on the scheduling of saved holiday days. This applies both to the holiday year during which the saved days are to be taken and to how they shall be scheduled during that holiday year.

9.6.2 Taking Out Saved Holiday Days

Saved holiday days shall be taken out in the order they have been saved. Holiday days that have been saved according to law are to be taken out before holiday days that have been saved according to 9.6.1 during the same year.

9.6.3 Holiday Pay for Saved Holiday Days

Holiday pay for saved holiday days is calculated according to 9.4.1 and 9.4.2.

However, upon the calculation of the holiday supplement of 0.5 %, all absence during the accrual year excluding regular holiday shall be treated in the same manner as absence that is to be included in the calculation of holiday pay.

The holiday pay for saved holiday days shall be adapted to the salaried employee's share of full regular working hours during the accrual year preceding the holiday year when the day was saved.

As to the calculation of the share of full regular working hours, see 9.4.6.

§ 10 Sick Pay etc.

10.1 The Right to Sick Pay and Notification

10.1.1 The Right to Sick Pay

The employer shall provide sick pay during the first 14 calendar days of the period of illness according to the Swedish Act on Sick Pay with the addition stated in 10.2.2 para. 2. The calculation of the amount of sick pay is set out in 10.3.1 - 10.3.2.

The employer shall provide sick pay from the 15th calendar day of the period of illness according to 10.3.6 - 10.3.8 and 10.4 - 10.7.

A new period of illness that starts within 5 calendar days from the end of an earlier period of illness shall be deemed as a continuation of the earlier period of illness.

10.1.2 Notification

A salaried employee who becomes ill and is therefore unable to work shall notify the employer thereof as soon as possible. Furthermore, the employee shall, as soon as possible, inform the employer of when the employee expects to be able to return to work.

The same shall apply if the salaried employee becomes unable to work as a result of an accident or occupational injury or must refrain from work because of the risk of transmitting a contagious disease and there is a right to compensation under the Act on Compensation to Disease Carriers.

Sick pay shall in principle not be paid for the period before the employer has received notice of the illness (Section 8, para. 1 of the Act on Sick Pay).

10.2 Confirmation of Illness and Medical Certificate

10.2.1 Written Confirmation

The salaried employee shall provide the employer with written confirmation of having been ill, information as to the extent to which the employee's working capacity has been reduced because of the illness and during which days the salaried employee would have worked (Section 9 of the Act on Sick Pay).

10.2.2 Medical Certificate

The employer shall provide sick pay from the seventh calendar day after the day the notice of illness is given only if the salaried employee proves the reduction in working capacity and the duration of the illness period by a medical certificate (Section 8, para. 2 of the Act on Sick Pay).

If the employer so requests, the salaried employee shall provide such a medical certificate from an earlier day. The employer has the right to appoint the physician.

10.3 The Amount of Sick Pay

10.3.1 The Amount of Sick Pay

The amount of sick pay shall be calculated by making salary deductions, as provided below.

10.3.2 Illness up to and Including 14 Calendar Days per Illness Period

For each hour a salaried employee is absent as a result of illness, an hourly sick deduction shall be made by:

on the first day of absence (waiting period) in the sick pay period	$\frac{\text{the monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$
---	---

from the second day of absence in the sick pay period	$\frac{20\% \times \text{the monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$
---	---

If the salaried employee would have performed work during scheduled staggered working hours, additional sick pay shall be paid from the second day of absence by 80 % of the compensation for staggered working hours that the salaried employee has lost.

10.3.3 Sick Pay from the First Day in Certain Cases

As to salaried employees who, according to a decision by the social insurance office, are entitled to sick pay of 80 % already from the first day of absence because of illness, sick deductions shall be made according to the rules from the second day of absence in the sick pay period.

10.3.4 When Deductions Have Already Been Made for Ten Waiting Days

The number of waiting period days may not, according to law, exceed ten during a twelve-month period. If, upon a new period of illness, it becomes apparent that the salaried employee has incurred deductions for ten waiting period days within twelve months before the start of the new sick pay period, the sick deduction for the first day of absence shall be made according to the rules that apply starting from the second day of absence.

10.3.5 Definition of Monthly Salary and Weekly Working Hours

Monthly salary

Monthly salary means the current monthly salary.

The monthly salary includes:

- fixed monthly salary in cash plus any fixed monthly salary supplements (e.g., fixed shift supplements or overtime supplements)
- the estimated average monthly income from commissions, profit sharing, bonuses, incentive pay or similar variable salary elements.

As to salaried employees who receive a substantial part of their pay through such elements, a special agreement should be made concerning the amount of pay that will constitute the monthly salary from which the sick deduction shall be made.

Weekly working hours

Weekly working hours means 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.

If the salary is changed

If the salary is changed, the following shall apply. The employer shall make sick deductions on the basis of the former salary until the day the salaried employee is notified of his new salary.

10.3.6 Illness from the 15th calendar day

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

Monthly salary means, in addition to what is stated in 10.3.5, also benefits in the form of meals or accommodation valued according to the directions of the Swedish Tax Agency.

The sick deduction is calculated differently depending on whether the salaried employee's monthly salary is greater or smaller than a certain salary limit. This salary limit is calculated as

$$\frac{7.5 \times \text{the price base amount (pbb)}^1}{12}$$

¹ Translator's note: the "price base amount" (Sw. *prisbasbelopp*) is an indexed amount determined each year under the Act (1962:381) on National Social Insurance.

Example 2007:

The base amount for 2007 is SEK **40,300**.

The salary limit is then:

$$\frac{7.5 \times \text{SEK } 40,300}{12} = \text{SEK } 28,187.50 \text{ for } 2007$$

For salaried employees with a monthly salary not exceeding the salary limit:

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

For salaried employees with a monthly salary exceeding the salary limit:

A sick deduction is made by:

$$90 \% \times \frac{7.5 \text{ of the base amount}}{365} + 10 \% \times \frac{\text{the monthly salary} \times 12 - 7.5 \times \text{the base amount}}{365}$$

10.3.7 Maximum Sick Deduction Per Day

The sick deduction per day may not exceed:

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

In this context, the following is included in the monthly salary

- fixed monthly salary supplements (e.g., fixed shift supplements or overtime supplements)
- such commissions, profit sharing, bonuses, or the like, earned during periods of absence without a direct connection to the personal work efforts of the salaried employee
- guaranteed minimum commissions or the like.

For a definition of monthly salary, see 10.3.5.

10.3.8 Duration of the Sick Pay Period*Main Rule*

If a salaried employee under this agreement has the right to sick pay from the 15th calendar day of the illness period, the employer shall provide such pay according to the following:

Sick pay shall be paid up to and including the 90th calendar day of the illness period to a person who:

- has been continuously employed by the employer for at least one year, or
- has transferred directly from an employment in which the employee was entitled to sick pay for at least 90 days (Category 1).

Sick pay shall be paid up to and including the 45th calendar day of the illness period to all others (Category 2).

The illness period includes all days with sick deductions (including waiting period days), as well as non-working days that occur during the period.

Maximum number of days with sick pay

If the salaried employee during a twelve-month period is ill on two or more occasions, the right to sick pay is limited to an aggregate of 105 days for Category 1 and 45 days for Category 2. Therefore, if the salaried employee during the past 12 months, calculated from the beginning of the relevant illness period, has received sick pay from the employer, the number of sick pay days shall be deducted from 105 or 45, respectively. The remainder constitutes the maximum number of sick pay days for the relevant case of illness.

The right to sick pay during the first 14 calendar days of the illness period shall not be affected by the above-mentioned limitation rule.

10.4 Certain Co-ordination Rules

10.4.1 Rehabilitation Benefits

If a salaried employee is absent with rehabilitation benefits during a period when the employee would otherwise be entitled to sick pay under 10.3.8, salary deductions shall be made as for illness from the 15th calendar day according to 10.3.6.

10.4.2 Compensation From Other Insurance

If a salaried employee is receiving compensation from insurance other than the ITP or the Security Insurance Upon Work-Related Injuries (TFA), and the employer has paid the premiums for such insurance, the sick pay shall be reduced by the amount of such compensation.

10.4.3 Other Compensation From the State

If a salaried employee receives compensation from the State other than from National Social Insurance, Occupational Security Insurance or under the Act on National Personal Injury Protection, the sick pay shall be reduced by the amount of such compensation.

10.5 Limitations on the Right to Sick Pay

10.5.1 The Salaried Employee Has Reached the Age of 60

If a salaried employee has reached the age of 60 when the employee is hired, the employer and the employee may agree that there is no right to sick pay from the 15th calendar day of the illness period. If such an agreement has been made, the employer shall notify the local salaried employee's union representative.

10.5.2 Concealment of Disease

If a salaried employee has concealed the fact that the employee suffers from a certain illness upon being hired, the employee shall have no right to sick pay from the 15th calendar day of the illness period if the inability to work is attributable to such illness.

10.5.3 Failure to Supply a Certificate of Health

If the employer, when a salaried employee was hired, requested a certificate of health from the salaried employee, but the employee was unable to provide such a certificate for the reason of being ill, the employee shall have no right to sick pay from the 15th calendar day of the illness period if the inability to work is attributable to such illness.

10.5.4 Reduced Sick Benefits

If a salaried employee's sick benefits have been reduced according to the Act on National Social Insurance, the employer shall reduce the sick pay to a corresponding extent.

10.5.5 Injury in Accident Caused by a Third Party

If a salaried employee has been injured in an accident caused by a third party and compensation is not paid according to Security Insurance Upon Work-Related Injuries (TFA), then the employer shall provide sick pay only if - or to the extent - the salaried employee cannot obtain damages for lost income from the person responsible for the injury.

10.5.6 Accident at Another Employer

If a salaried employee has been injured in an accident during gainful employment with another employer or in connection with the employee's own business, the employer shall provide sick pay from the 15th calendar day of the illness period only to the extent the employer has specifically undertaken to do so.

10.5.7 Upon Payment of Disability Pension

If payment of disability pension commences according to the ITP plan, the right to sick pay terminates.

10.5.8 Reached Retirement age

As to limitations on the right to sick pay from the 15th calendar day of the illness period for salaried employees who have reached the retirement age, see Sections 1, 1.4.

10.5.9 Miscellaneous Limitations on the Right to Sick Pay

The employer is not obligated to provide sick pay from the 15th calendar day of the illness period

- if the salaried employee has been excluded from health insurance benefits according to the Act on National Social Insurance, or
- if the salaried employee's inability to work is self-inflicted, or
- if the salaried employee has been injured as a result of acts of war, unless an agreement providing differently has been made.

10.6 Disease Carriers

If a salaried employee is required to refrain from work because of the risk of transmitting a disease and there is a right to compensation according to the Act on Compensation to Disease Carriers, a deduction shall be made according to the following up to and including the 14th calendar day.

For each hour a salaried employee is absent, an hourly deduction is made by

the monthly salary x 12
52 x weekly working hours

From the 15th calendar day, deductions shall be made according to 10.3.6 - 10.3.8.

10.7 Miscellaneous

In the application of the provisions of this section, benefits paid according to the Act on Governmental Personal Injury Protection shall be equated with the corresponding benefits under the Act on National Social Insurance and the Act on Work-Related Injury Insurance.

§ 11 Leave

11.1 Leave of Absence, Brief Leave With Pay

A leave of absence is normally granted only for part of a working day. In special cases, however, a leave of absence may be granted for one or more days, e.g., in case of a sudden illness in the salaried employee's family or the death of a close relative.

If Easter Eve, Midsummer's Eve and Christmas Eve are not regular days off, a leave of absence should be granted on these days only to the extent this does not inconvenience the operations of the company.

The salaried employee has the right to one day's paid leave in the years that the National Day 6 June occurs on a Saturday or Sunday. Such paid leave requires that the salaried employee has been employed not less than five months when the National Day occurs on these days. Leave for this reason may not be taken in another year. For part-time salaried employees, the leave shall be prorated in relation to the working hours.

11.2 Unpaid Leave, Leave for a Whole Day Without Pay

Unpaid leave may be granted if the employer finds that it is possible without inconvenience to the operations of the company, unless it is not leave mandated by law, i.e., leave for higher studies or parental leave.

Unpaid leave for the purpose of trying a different job shall be granted in the case of rehabilitation. Such leave shall be no longer than six months but may be extended upon agreement between the employer and the salaried employee.

Upon granting the leave, the employer shall state the period of time that the leave comprises. Leave may not be scheduled so that it starts and/or ends on a Sunday or holiday which is non-working for the individual salaried employee. The corresponding rule shall be applied to a salaried employee whose weekly rest is scheduled on another day than Sunday.

11.2.1 Salary Deduction for the Full-Time Employed, Whole Day

When a salaried employee is absent at least one day on unpaid leave, a salary deduction shall be made as follows:

- during a period of not more than 5 (6)* work days, a deduction is made for each working day of $1/21$ ($1/25$)* of the monthly salary
- during a period exceeding 5 (6)* work days, a deduction is made by the daily salary for each day on leave. This also applies to the salaried employee's non-working business days and Sundays and holidays.

$$\text{daily salary} = \frac{\text{the fixed monthly salary in cash} \times 12}{365}$$

* The number within parentheses shall be used as to six-day weeks.

11.2.2 Salary Deduction for the Part-Time Employed, Whole Day

If the salaried employee is employed part-time and works only during certain work days of the week (so-called intermittent part-time work), a salary deduction shall be made for each day that the salaried employee is on leave that would otherwise have been a work day.

A deduction is made according to the following:

The monthly salary divided by

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

* The number within parentheses shall be used as to six day weeks.

Example

The salaried employee's part-time work is scheduled on the following number of work days/week

Deduction

4	$\frac{\text{the monthly salary}}{16.8}$
3.5	$\frac{\text{the monthly salary}}{14.7}$
3	$\frac{\text{the monthly salary}}{12.6}$
2.5	$\frac{\text{the monthly salary}}{10.5}$
2	$\frac{\text{the monthly salary}}{8.4}$

"Number of work days per week" means the number of work days per holiday-free week calculated as an average per month.

11.3 Other Leave, Leave for Part of a Day Without Pay

Leave for part of a day may be granted if the employer finds that it is possible without inconvenience to the operations of the company.

A salary deduction shall be made for each full half hour. The deduction per hour is 1/175 of the monthly salary. For part-time employees, the salary shall first be adjusted to correspond to a full-time salary.

11.4 Monthly Salary

Monthly salary means the current monthly salary. Fixed monthly salary, in this context, means

- fixed monthly salary supplements (e.g., fixed shift supplements or overtime supplements)
- such commissions, profit sharing, bonuses, or the like, earned during periods of absence without a direct connection to the personal work efforts of the salaried employee
- guaranteed minimum commissions or the like.

If a period of leave comprises one or more entire calendar months/settlement periods, the entire monthly salary of the salaried employee shall be deducted for each of such calendar months/settlement periods.

11.5 Parental Pay

11.5.1 Preconditions for Parental Pay

A salaried employee who is on a leave because of pregnancy or in connection with childbirth or adoption has a right to parental pay from the employer if

- the salaried employee has been continuously employed by the employer for at least one consecutive year, and

the salaried employee's employment continues for at least three months after the leave.

The term "in connection with" shall refer to leave taken within 18 months.

11.5.2 Amount of Parental Pay

The parental pay deduction shall be calculated differently depending on whether the salaried employee's monthly salary is greater or less than a certain salary limit. This **salary limit** shall be calculated as

$$\frac{10 \times \text{the price base amount (pbb)}}{12}$$

12

Example 2007:

Pbb: year 2007 SEK 40,300

The salary limit will then be

$$\frac{10 \times \text{SEK } 40,300}{12} = \text{SEK } 33,583 \text{ for } 2007$$

For salaried employees with a monthly salary not exceeding the salary limit a parental pay deduction per day shall be made by:

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

For salaried employees with a monthly salary exceeding the salary limit a parental pay deduction per day shall be made by:

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

Monthly salary means, in addition to what is set forth in 10.3.5, also benefits in the form of meals or housing valued according to the directions of the Tax Agency.

If the salaried employee has been employed for one but not two consecutive years, the parental pay is

- one monthly salary minus 30 parental pay deductions calculated per day according to this clause.

If the salaried employee has been employed for more than two but not three consecutive years, the parental pay is

- two monthly salaries minus 60 parental pay deductions calculated per day according to this clause.

If the salaried employee has been employed for more than three but not four consecutive years, the parental pay is

three monthly salaries minus 90 parental pay deductions calculated per day according to this clause.

If the salaried employee has been employed for more than four consecutive years, the parental pay is

four monthly salaries minus 120 parental pay deductions calculated per day according to this clause.

Parental pay is provided only if the leave is continuous for at least one month.

11.5.3 Payment of Parental Pay

One half of the parental pay shall be paid out when the leave of absence commences and the remaining half after the salaried employee has continued her employment for three months after the leave of absence.

11.5.4 Reduction of Parental Pay

Parental pay shall not be provided if the salaried employee is excluded from parental benefits under the Act on National Social Insurance. If these benefits have been reduced, the parental pay shall be reduced to a corresponding extent.

11.6 Leave With Temporary Parental Pay

11.6.1 Deductions

If a salaried employee is on leave with temporary parental pay, a salary deduction per hour of absence shall be made according to the following:

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

If a period of leave comprises one or more whole calendar months /settlement periods, the salaried employee's whole salary shall be deducted for each of the calendar months/settlement periods.

Weekly working hours

Weekly working hours means 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.

If the salary is changed

If the salary is changed, the following shall apply. The employer shall make deductions on the basis of the former salary until the day the salaried employee is notified of his new salary.

11.6.2 Monthly Salary

Monthly salary means

- fixed monthly salary in cash plus any fixed monthly salary supplements (e.g., fixed shift supplements or overtime supplements)
- the estimated average monthly income from commissions, profit sharing, bonuses, incentive pay or similar variable salary elements. As to salaried employees who receive a substantial part of their pay through such elements, a special agreement should be made concerning the amount of pay that will constitute the monthly salary from which the deduction shall be made.

§ 12 Salary for a Part of a Salary Period

If a salaried employee commences or ends his employment or changes the time worked during a calendar month/settlement period, the salary shall be calculated in the following manner:

$$\frac{X}{Y} \times Z = L$$

X = current monthly salary

Y = number of working days during the relevant month/settlement period and such days that occur on a holiday

Z = number of days of **Y** that fall within the period

L = salary for the period calculation

Upon changes in the time worked, each period and time worked, respectively, shall be calculated separately.

Example

The settlement period is the time up to and including the 20th of each month. The salaried employee's full-time salary is SEK 20,000. Employed from 1 October 20xx.

Full time up to and including 16 May 20xx

X = SEK 20,000

Y = 31 days

Z = 27 days

L = SEK 17,419

Part time (50 %) from 17 May 20xx

X = SEK 10,000

Y = 31 days

Z = 4 days

L = SEK 1,290

§ 13 Termination

13.1 Resignation by the Salaried Employee

13.1.1 Notice Period

The notice period upon resignation by the salaried employee is the following, unless otherwise set forth in 13.3 or follows from 13.4.2 - 13.4.6.

The salaried employee's notice period in months

Time employed by the company	Notice period
less than 2 years	1 month
2 years and more	2 months

13.1.2 Written Notice

The salaried employee should resign in writing. If the resignation is oral, the salaried employee should as soon as possible confirm it in writing to the employer.

13.2 Termination by the Employer

13.2.1 Notice Period

The notice period upon termination by the employer is the following, unless otherwise stated under 13.3 or follows from 13.4.2 - 13.4.6.

The employer's notice period in months

Time employed by the company	Notice period
less than 2 years	1 month
from 2 years to 4 years	2 months
from 4 years to 6 years	3 months
from 6 years to 8 years	4 months
from 8 years to 10 years	5 months
from 10 years	6 months

Information to 13.1.1 and 13.2.1

Calculation of the time of employment

The method for calculating the time of employment according to the above is set forth in Section 3 of the Act on Security of Employment.

13.2.2 Extended Notice Period in Certain Cases

If a salaried employee, who has been terminated because of redundancy, has reached the age of 55 on the day of the notice of termination and at that time has been consecutively employed for at least 10 years, the notice period shall be extended by six months.

13.2.3 Advance Notice

Advance notice of termination that the employer is required to give to the local union under the Act on Security of Employment shall be considered given when the employer has handed over the advance notice to the local salaried employee union representative or two work days after the employer has sent the notice by certified mail to the relevant union. Notice given by the employer during a time when the company is stopped for holidays shall be considered given the day after the holiday stop has ceased.

13.3 Implementation Provision. Notice of Termination Periods for Salaried Employees Hired Before 1 January 1998

The salaried employee's notice of termination period is set forth in 13.1.1 and 13.2.1. If the salaried employee's current employment was entered into before 1 January 1998 the notice of termination period is at least the number of months that applied to the salaried employee on 31 December 1997. This notice of termination period is calculated according to the tables below.

The salaried employee's notice period

Time of employment by the company	less than 25 years	25 years or older	30 years or older	35 years or older
less than 6 months	1	1	1	1
from 6 months to 3 years	1	1	2	3
from 3 years to 6 years	1	1	2	3
from 6 years	1	2	3	3

The employer's notice period

Time of employment by the company	less than 25 years	25 years or older	30 years or older	35 years or older	40 years or older	45 years or older
less than 6 months	1	1	1	1	1	1
from 6 months to 6 years	1	2	3	4	5	6
from 6 years to 9 years	2	3	4	5	5	6
from 9 years to 12 years	-	3	4	5	6	6
from 12 years	-	3	4	6	6	6

Information to 13.3*Calculation of the time of employment*

The method for calculating the time of employment according to the above is set forth in Section 3 of the Act on Security of Employment.

13.3.1 Extended Notice Period in Certain Cases

If a salaried employee, who has been terminated because of redundancy, has reached the age of 55 on the day of the notice of termination and at that time has been consecutively employed for at least 10 years, the notice period shall be extended by six months.

13.4 Miscellaneous Provisions Upon Termination**13.4.1 Salary During the Notice Period**

If a salaried employee cannot be provided with work during the notice period, salary and other compensation shall still be paid out as if the salaried employee had been in service (Section 12 of the Act on Security of Employment).

13.4.2 Agreement on Different Notice Periods

Salaried employees who according to a collective bargaining agreement or special employment agreement have a longer notice period when this agreement enters into effect, shall keep the longer period.

The employer and the salaried employee may agree on a different notice period. If they do, the employer's notice period may, however, not be less than the notice period according to the tables in 13.2.1 or 13.3.

13.4.3 Notice Period Upon Employment for a Trial Period and Employment to Relieve a Temporary Work Peak or During Holidays etc.

The trial employment may be terminated by either the employer or the salaried employee prior to its expiration by giving not less than one month's notice.

If the employer or the salaried employee does not want the employment to continue after the expiration of the trial period, notice thereof shall be given not later than two weeks before the expiration of the trial period.

§ 13 Termination

The employer shall, concurrently with a notice according to the above, notify the local union at the workplace. The salaried employee and the local union have the right to consultations with the employer regarding the notice.

If the trial employment does not turn into employment until further notice, the employer shall provide a reason for its position if the salaried employee so requests.

Note

This provision means that the salaried employee will receive one month's salary after the notice concerning the advance termination of the employment for a trial period and two weeks' salary when the employment does not turn into employment until further notice in connection with the expiration of the trial period, unless otherwise agreed.

The parties agree that a notice according to paragraph 2 above otherwise is the recommended period of notice only.

Employment to relieve a temporary work peak or employment during holidays, study breaks or upon practical work training according to 2.2 may be terminated 14 days after the employer or the salaried employee having notified the other party that the employment is to be terminated. One precondition is that the notice has been given not later than within one month from the employee having commenced the employment. The notice shall be in writing and shall have been given to the other party in person or, if it is unreasonable to so require, by certified post.

13.4.4 Reached Retirement Age - Termination of Employment

The employment shall terminate without notice when the employee reaches the retirement age that applies to the employment according to the ITP plan, unless the employer and the salaried employee agree otherwise. A notice according to Section 33 of the Act on Security of Employment does not have to be given.

13.4.5 Pensioners — Notice Period

As to salaried employees who remain in service at the company after reaching the regular retirement age that applies to the employment according to the ITP plan, notice periods according to 13.1.1 and 13.2.1 shall apply. The same shall apply to a salaried employee who has been hired by the company after having reached the regular retirement age that the company applies. If the salaried employee has reached the age of 67, a mutual notice period of one month shall apply for both employer and employee.

13.4.6 Shortening of the Notice Period for the Salaried Employee

If a salaried employee due to special circumstances wishes to leave his employment before the end of the notice period, the employer should consider whether this may be granted.

13.4.7 Damages for a Salaried Employee Failing to Observe the Notice Period

If a salaried employee leaves his employment before the end of the notice period, the employer has a right to damages for the economic damage and inconvenience caused thereby. The damages are at least equal to the amount that corresponds to the salaried employee's salary during the part of the notice period that the salaried employee has failed to observe.

13.4.8 Certificate of Employment

When the employer or a salaried employee has terminated the employment, the salaried employee has the right to receive a certificate of employment, showing

- the time that the salaried employee has been employed,
- the work assignments performed by the salaried employee, and
- if the salaried employee so requests, an evaluation of the manner in which the work has been carried out. The employer shall give the certificate of employment to the salaried employee not later than one week after the salaried employee's request.

13.4.9 Certificate of Holiday Taken

When the employment terminates, the salaried employee has the right to receive a certificate showing how many of the 25 holiday days mandated by law that have been taken out during the present holiday year. The employer shall give this certificate to the salaried employee not later than one week after the salaried employee's request. If the salaried employee has a right to a greater number of holiday days than 25, the additional holiday shall in this context be considered to have been taken out first.

13.5 Order of Termination Upon Production Reductions and Rehiring

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

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

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

The local parties may also, by derogation from the provisions of Sections 25-27 of the Act on Security of Employment, agree on the order of rehiring. The same criteria as above shall apply to such agreement.

It is incumbent on the local parties to, upon request, conduct negotiations, as provided in the preceding paragraphs and to confirm any agreements made in writing.

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

It is assumed that the employer will provide the local or the central agreement party with relevant documentation before the negotiation of issues addressed in 13.5.

Information

In the absence of a local or central agreement as provided above, termination due to shortage of work or rehiring may be tried in accordance with law, observing the applicable negotiation procedure.

§ 14 Negotiation Procedure For Legal Disputes

Limitation of Negotiation

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 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.

Local Negotiations

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

The negotiations shall commence as soon as possible and not later than three weeks after the day the request is made, unless the parties otherwise agree.

Central Negotiations

After local negotiations are concluded, a party who wishes to pursue the matter further shall refer the matter to central negotiations.

A request for central negotiations shall be made in writing to the other party's organisation within two months after the day the local negotiations are concluded. A party who fails to do so, loses the right to negotiations.

Central negotiations shall commence as soon as possible and not later than three weeks after the day the request is made, unless the parties otherwise agree.

Legal Settlement

If a legal dispute concerning law, collective bargaining agreement or individual agreement has been the subject of central negotiations without being resolved, a party may refer the dispute to legal settlement within three months after the day when central negotiations finish. A party who fails to do so, loses the right to bring action.

If a dispute between a central employer and employee organisation is referred to legal settlement, the other party should be notified thereof in writing not later than at the time the request for a summons is submitted.

The notice shall be sent to the office of the other party at the place where the other party's registered office is located.

Note to § 14

If a disputed issue is based on the Act on Security of Employment, the time limits set out in the act shall apply instead of the time limits in this negotiation procedure. This negotiation procedure does not affect the rules concerning time limits and duty of the employer to request negotiations according to Sections 34, 35 and 37 of the Act on Co-Determination.

§ 15 Fiduciary Council

Assignment of the Fiduciary Council

The assignment of the Fiduciary Council is to:

- follow up on the interpretation and application of the agreement's terms with respect to salaries and general terms of employment
- issue recommendations to the parties in matters referred to the Council for hearing
- be a forum for discussion of issues of significance to the areas of agreement between the parties
- constitute an arbitral tribunal upon agreement.

Matters received by the Fiduciary Council shall be considered without delay.

Composition of the Fiduciary Council

The Council shall consist of six members of which the employer side shall appoint three and the employee side three. The Council shall appoint from among its members one chairman and one vice chairman. The members of the Council are appointed for a term of two years with a right for each of the employer and employee side to change its own representation.

Decisions of the Fiduciary Council

The Council may unanimously decide on a joint recommendation in a certain matter and on joint information in a certain issue.

Arbitral Tribunal

If the parties agree, the Fiduciary Council may, in individual matters, constitute an arbitral tribunal in legal disputes within the parties legal competence. Disputed matters may not be considered by the Council until central negotiations have been concluded.

If the Fiduciary Council is to constitute an arbitral tribunal, the parties shall jointly appoint an impartial chairman.

The Council may rule in legal disputes only if all members are present. Upon parity of votes, the impartial chairman shall have a casting vote.

§ 16 Term

This Agreement is valid from 1 May 2007 to 30 April 2010.

Unless the Agreement is terminated by either party no later than three months before the end of its term, it shall be renewed for one year at a time.

If the Swedish Federation of Trade or either of HTF or the Swedish University Graduate Unions has terminated the agreement or agreed to postpone the notice period for termination, such termination or agreement shall automatically apply to the affected area of agreement unless the parties agree otherwise.

Stockholm 7 May 2007

The Swedish Federation of Trade

Stefan Myrefelt

The Swedish Union of Commercial Employees (HTF)

Bo Drewsäter

The Swedish University Graduate Unions *)

Ann-Kristin Eriksson

** The Swedish University Graduate Unions consist of:
The Swedish Association of Graduates in Agricultural, Horticultural, Forestry and Nutrition Sciences, The Swedish Association of Graduates in Social Science, Personnel and Public Administration, Economics and Social Work, The Swedish Association of Graduates in Business Administration and Economics, The DIK Association, The Swedish Association of Graduates in Law, Business Administration and Economics, Computer and Systems Science, Personnel Management and Social Science, The Swedish Association of Graduates within the Church (Kyrkans Akademikerförbund), The Swedish Association of Registered Physiotherapists, The Swedish Association of School Principals and Directors of Education, The Swedish Pharmacists Association, The Swedish Association of Graduate Engineers, The Swedish Psychological Association, The Swedish Association of Scientists and The Swedish Veterinary Association.*

Agreement on Working Hour Regulations for Salaried Employees

§ 1 Scope of the Agreement

1.1 Scope

This agreement applies to all salaried employees comprised by the Salaried Employee Agreement. These salaried employees are exempted from the application of the Swedish Working Hours Act (SFS 1982:673) in its entirety.

The parties agree that this agreement is within the scope of the EC working hours directive, which aims to provide security and health to employees in the scheduling of the working hours. Special provisions regarding the working hours for minors are set forth in the Swedish Working Hours Act.

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

1.2 Exception

The provisions of Sections 2-6 regulating regular working hours, overtime, overtime for part-time employees, on-call time and aggregate working hours do not apply to:

- a) salaried employees in qualified positions with a management function
- b) work carried out by the salaried employee in his or her home or otherwise under such circumstances that it cannot be deemed to be up to the employer to monitor how the work is arranged.

1.3 Agreed Exceptions

Salaried employees who under 4.1.1 “Agreement with certain salaried employees” of the Salaried Employee Agreement make an agreement that overtime work shall be compensated by a longer holiday and/or higher salary, may make an agreement that they shall be exempted from the provisions of Sections 2-6 of this agreement.

It is of mutual interest to the employer and the salaried employee union to have information about the total scope of the working hours for salaried employees who are exempted from Sections 2-6. If the salaried employee union so requests, the local parties shall jointly develop suitable documentation to be able to evaluate the total scope of the working hours also for these salaried employees.

§ 2 Regular Working Hours

Appendix 1: Agreement on Working Hour Regulations

2.1 Duration and Limitation Period

Regular working hours may not exceed 40 hours on an average per regular working week during a limitation period of four weeks or a calendar month. The week is counted from and including Monday unless a different calculation is applied at the workplace.

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

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

2.2 Other Limitation Period

An agreement for a limitation period not exceeding twelve months may be made between the employer and the salaried employee union. Such an agreement may comprise a certain salaried employee or group of salaried employees. A notice of termination of such an agreement shall be given at least three months before the end of the term.

Note

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

2.3 Scheduling of the Working Hours

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

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

Upon a change of the salaried employee's working hours, a reasonable transition period taking the above into consideration may be needed before the change is implemented.

§ 3 Overtime

3.1 Overtime Work

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

- the overtime work has been requested in advance or

- the overtime work has been approved afterwards by the employer.

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

Only full half hours are included in the calculation of overtime.

If the overtime work has been carried out before as well as after the regular working hours during a certain day, the overtime periods shall be added together.

As to part-time salaried employees, work that is compensated according to 4.4.1 of the Salaried Employee Agreement shall be deducted from the available overtime of 3.2 below.

3.2 General Overtime

When there are special needs, general overtime may be taken out by not more than 200 hours per calendar year.

In the calculation of overtime, leave scheduled for the employee's regular working hours or on-call time shall be equated to fulfilled working hours.

3.3 Transfer of Overtime

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

Example

A salaried employee performs overtime work a weeknight for 4 hours. These overtime hours are deducted from available overtime according to 3.2. An agreement is made that the salaried employee will be compensated by time off (compensatory leave) for 6 hours (4 hours x 1.5 hour = 6 hours compensatory leave).

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

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

Note

The employer and the salaried employee union may agree that overtime that is compensated by compensatory leave shall be scheduled within a certain time period, e.g., counted from the time the overtime work is carried out and

before a certain date. Such an agreement shall apply until further notice with a three-month notice period for termination.

3.4 Additional Overtime

In addition to what has been stated above, when there are exceptional reasons, additional overtime may be taken during the calendar year according to the following:

- 1 not more than 75 hours upon agreement between the employer and the salaried employee union
- 2 further not more than 75 hours upon agreement between the association parties or, if they so agree, between the employer and the local salaried employee union.

3.5 Emergencies

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

3.6 Overtime for Part-Time Employees

Overtime for part-time employees means such overtime for part-time employees that exceeds the salaried employee's regular working hours according to the employment agreement.

§ 4 On-Call Time

4.1 Scope of On-Call Time

If because of the nature of the operations it is necessary that the salaried employee is at the employer's disposal at the workplace to carry out work when the need arises, on-call time may be taken out by not more than 48 hours during a time of four weeks or 50 hours during one calendar month. Time when the salaried employee is carrying out work on behalf of the employer is not considered on-call time.

4.2 Other Limitation Period

The employer and the salaried employee union may make a written agreement for another limitation period for on-call time with respect to a certain salaried employee or group of salaried employees.

An agreement according to the preceding paragraph shall apply until further notice with a three-month notice period for termination.

§ 5 Notes Concerning Overtime and On-Call Time

Appendix 1: Agreement on Working Hour Regulations

The employer shall keep the notes that are required to make the calculations of overtime, overtime for part-time employees and on-call time. The salaried employee, the salaried employee union or representatives of the central employee union has the right to review these notes.

§ 6 Total working hours

Total working hours during each period of seven days may not exceed 48 hours on an average during a calculation period of four months.

By local agreement it may be decided that the calculation period instead shall be longer, but not more than 12 months. An extension of the calculation period requires that the affected employees are compensated with leave or are granted suitable protection.

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

Note:

Total working hours include regular working hours, general and additional overtime, emergency overtime and overtime for part-time employees and on-call time. Work carried out during emergency service shall be considered working time.

§ 7 Night work - Night

A night worker means a salaried employee who is normally performing at least three hours of his or her work period during the night time and a salaried employee who probably will perform one third of his or her yearly working hours at night. The period between 10.00 p.m. and 06.00 a.m. is considered night.

Working hours for night-working salaried employees may during each period of 24 hours not exceed eight hours on an average, during a calculation period of four months. In the calculation of the average, 24 hours shall be deducted for each commenced period of seven days. A deviation may be made by a local agreement on the precondition that the salaried employee is compensated with leave or is granted suitable protection.

Night-working salaried employees, whose work implies special risks or great physical or mental effort, may not work more than eight hours within the 24-hour period in which they perform night work. A deviation may be made if caused by special conditions unforeseeable by the employer. Such a deviation may only be made under the condition that the salaried employee is compensated with corresponding leave.

Appendix 1: Agreement on Working Hour Regulations

Holiday and sick leave during the time when the salaried employee otherwise would have worked, shall be equated to fulfilled working hours.

§ 8 Breaks and meal breaks

8.1 Breaks

When the working day is longer than five hours, the salaried employee has the right to a break. A deviation may be made by a local agreement on the precondition that the salaried employee is compensated with leave or is granted suitable protection.

The employer shall in advance state the length and scheduling of the breaks as exactly as the circumstances permit.

The number of breaks, length and scheduling shall be satisfactory, taking the work situation in consideration.

Note

A good working environment requires that it is possible, in addition to the breaks, to take pauses during the workday.

8.2 Meal breaks

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

§ 9 Rest

9.1 Daily rest

Salaried employees shall be given at least 11 hours' continuous rest per 24-hour period. The daily rest should be scheduled at night, which means that the time between 00.00 and 05.00 a.m. should be included. The above-mentioned 24-hour period may include a calendar day between midnight and midnight or some other 24-hour period. The period shall upon being determined be scheduled according to a fixed system and be applied consistently. A change of period may be made only upon breaks such as change of schedules. *See note 1 below.*

Temporary deviations from the daily rest may be made if caused by special circumstances not foreseeable by the employer, provided that the salaried employee will be compensated with corresponding leave. *See note 2 below.*

By a local agreement, a deviation from the above may be made on the precondition that the salaried employee is compensated with leave or is granted suitable protection.

In case the absence is scheduled for regular working hours, no salary deduction shall be made.

Note

1. In case of work during emergency service, time off corresponding to actual worked time during the emergency service shall be scheduled in connection with the following work shift in order to fulfil aggregate daily rest, *according to the first paragraph above*.

2. A deviation, *according to the second paragraph above*, may be made temporarily if caused by special circumstances not foreseeable by the employer. Such a deviation from the daily rest requires that the salaried employee is granted an extended rest period corresponding, hour by hour, to the interruption. The extended rest period shall if possible be scheduled in connection to the work shift that has interrupted the rest period. If, for objective operational reasons, this is not possible, the leave shall be scheduled within seven days after the interruption of the daily rest.

9.2 Weekly rest

The salaried employee shall be given at least 36 hours' continuous leave during each seven-day period (weekly rest).

The leave shall, if possible, be scheduled during a weekend. The leave may, however, be scheduled both in the beginning and in the end of a seven-day period. The leave for two periods may be joined on one weekend, which makes it possible to adapt the leave, e.g., in case of emergency service.

If objective technical or work organizational reasons so require, a weekly rest of not less than 24 hours may be applied by a local agreement.

A temporary deviation from the first paragraph may be made if caused by special circumstances not foreseeable by the employer, provided that the salaried employee will be compensated with corresponding leave.

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

§ 10 Negotiation Procedure

The same negotiation procedure that applies in the Salaried Employee Agreement shall apply to this agreement.

§ 11 Termination of Agreements

Agreements made on the basis of this agreement may be terminated by the parties in accordance with the provisions of each section.

Appendix 1: Agreement on Working Hour Regulations

Termination may be made by the employer, the salaried employee union or by the relevant central employee union.

If either party wishes the local agreement or the right to make a local agreement to remain in effect, the party shall forthwith request that negotiations to that effect be conducted during the notice period. The association parties may extend the notice period of the local agreement to enable the conclusion of negotiations according to the negotiation procedure before the termination of the agreement. In last instance, the issue whether the agreement is to remain in effect may be brought up for consideration in the Fiduciary Council.

§ 12 Term

This agreement has the same term as the Salaried Employee Agreement.

Agreement on Continuing Education

1. Aim

The competitiveness of companies within the commercial and service industries is becoming increasingly dependent on qualified employees. In order for the business to develop, continuous and systematic continuing education of the employees is necessary.

Continuing education may to a great extent be carried out directly in the work place through a flexible work organisation where theories meet practice.

Continuing education of the company and its employees create the preconditions for profitability and greater security of employment.

2. Right and Responsibility

All employees have a right as well as a responsibility to develop continuously in their work. The company shall create the requisite preconditions therefor. Women and men shall be granted the same possibility for continuing education.

3. Develop by Co-operation

The development of continuing education is a task for management. Continuing education is based on a long-term operational analysis, carried out by the company after consultation with the local union organisation/union representative in the company. The analysis requires the participation and commitment of each employee.

Plans for continuing education shall be developed and followed up as often as the competition and the surrounding world give rise thereto.

A survey of the individual employee's educational needs and the planning of suitable actions shall be carried out in co-operation with the salaried employee.

Employee reviews and work place meetings are recommended as a basis for planning continuing education.

4. Costs

Continuing education ordered by the employer is considered work and shall be compensated according to the collective bargaining agreement in effect.

5. Stimulate and Reward

Continuing education must be noticed, stimulated and rewarded. Upon salary reviews, it should be natural that there is a connection between results and competence. Each supervisor should carry out employee reviews as a means to obtaining a basis for the evaluation of educational efforts and salary determination for the salaried employees.

Information

The parties have jointly developed the following materials:

The policy document "*Continuing Education*"

"*Tools – The Competence Analysis and the Employee Review*".

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