

Collective agreement regarding conditions for posting from another country within the EU/EEA or Switzerland, when work is to be carried out on behalf of Innovations- och kemiindustrierna (IKEM) member companies

- § 1 This collective agreement covers work performed by salaried employees during posting to Sweden and on behalf of Innovations- och kemiindustrierna (IKEM) member companies.
- § 2 During the posting period, the company must provide pay and employment terms that at least correspond to:
- a) remuneration: the remuneration rules set out in the Salaried Employees Agreement between IKEM and Unionen in Sections 5-6, and the Agreement on compensation for staggered working hours, standby hours and on-call hours between IKEM and Unionen (Annex A-B),
 - b) working hours: agreements on working hours for salaried employees between IKEM and Unionen and others, existing agreements on working hours rules for underground work, agreement on compensation for weekly rest (Annex C-E), agreement on working hours reduction (Annex F) and agreement regarding National Day (Annex G), and
 - (c) the salaries set out in the agreements in force on local salary formation at companies between IKEM and Unionen in force at any time (annex H).
- Comment 1: Sections 6-10 of the Posting of Workers Act apply to holidays etc., when regulated in this agreement.*
- Comment 2: Companies paying salaries for a posting must take into account the principles for determining salary levels set out in Section 2, Agreement on Local Salary Formation at companies, IKEM - Union when applicable.*
- § 3 With regard to a reduction in working hours, the Agreement on working hours reduction (Annex F) and National Day (Annex G) must be applied in such a way that earnings during a posting are paid in cash, unless the company already applies systems of time banks or reduced working hours and hours worked are posted there. Cash payments must be made no later than the date on which the posting ends.
- § 4 When the Salaried Employees Agreement allows for local agreements to be reached other than those provided for in the provisions set out in Section 2 and 3 above, it must be possible to reach agreement between the individual worker and the company instead. When it comes to agreements on salaries or compensation for staggered working hours, standby hours and on-call hours, agreement must first be reached on deviations between the company and Unionen, and then between the company and individual salaried employees.

§ 5 The company must make a pension plan agreement with Collectum on the ITP plan and group life insurance (TGL), and reach an agreement on TFA via FORA. When attempting to reach such agreements, the company is expected to be granted exemptions to the extent resulting from the applicable and relevant insurance regulations at any given time.

Comment 1: Unionen and IKEM have agreed on the principle that a posting company does not need to reach agreement on insurance and pension if an existing insurance and pension provision is already in place (double insurance). On this basis, Unionen will inform the company when signing this collective agreement that when signing an insurance agreement with Collectum and Fora, certain exceptions can be made. Which exceptions can be seen from Section D, annex 1 to the ITP plan or Sections 56-60 in the mutual insurance terms and conditions for the Afa insurance policies and collective agreement pensions SAF-LO. (according to the insurance terms and conditions, exemptions from occupational injury insurance (TFA) and group life insurance (TGL) are not granted).

Comment 2: There is no requirement for the company to sign the Reassignment Agreement.

§ 6 For employees who have been posted for more than 12 months, or 18 months if the employer has provided notice according to Section 12 of the Posting of Workers Act on an extension to the period, the employer must apply certain additional provisions in the Salaried Employees Agreement in addition to the above. Those additional provisions will also apply if, pursuant to Section 13 of the Posting of Workers Act, the employer has replaced one posted worker with another in order to perform the same work at the same place when the employees' total posting time is to be taken into account. These additional provisions are (see Annex I):

- Section 8 Sick pay, etc.
- Section 9 item 1 Paid leave of absence
- Section 10 Parental leave supplement

In the event of salary reviews during long-term postings, the provisions in the Agreement on Local Salary Formation at companies between IKEM and Unionen will apply as fulfilled between the company and salaried employee, such as the rules on salary formation and individual guarantees. On the other hand, the company does not need to apply the provisions of the pay agreement intended to be fulfilled between the company and Unionen, such as the provisions on opening and concluding negotiations. However, at the time of a review, the company must allocate the percentage of salary increases in the agreement between IKEM and Unionen for salary increases (which for local partners bound by the entire salary agreement applies unless they agree otherwise), when not fulfilled by through the company's regular salary formation process.

Comment: In the case of long-term posting, in addition to what is set out in Section 2 (2) above, the company must apply the additional terms of work and employment in accordance with Swedish law or regulations from Section 11 of the Posting of Workers Act and inform in accordance with Section 14 of the same Act.

- § 7 The company must inform posted workers of the terms of employment to be applied under this Agreement during their posting.
- § 8 According to Section 29 of the Posting of Workers Act, the company must report postings to the Swedish Work Environment Authority. The company must send a copy of the notification to Unionen. If the company is subject to a fine under the Posting of Workers Act for breach of this obligation, no additional sanction will be considered for collective agreement violations.
- § 9 With regard to the rules of the Co-determination Act, the parties agree that the negotiating obligations of that Act, with respect to this Agreement, will apply only to the correct application of this Agreement. At the time of signing this Agreement, the company must appoint the person whom Unionen should contact with respect to the negotiations and application of this Agreement.
- § 10 At the request of Unionen, the company must confirm that it is actually applying this agreement in English or Swedish or in some other appropriate manner.
- § 11 If the rules of the Salaried Employees Agreement or other agreements relevant to this Agreement change, the amended rules will apply in this Agreement from one month after the entry into force of the amendments to the amended Agreement.
- § 12 The signing of this Agreement implies a no-strike clause between the parties.
- § 13 Disputes arising from the Agreement shall be tried in accordance with Swedish law and in a Swedish court.
- § 14 The agreement is valid for 12 months from the date of signature. If the company subsequently posts employees for work to be performed on behalf of an IKEM member, a new agreement is required.

Place Date

Company name

Unionen

Annexes

- A, Sections 5-6 of the Salaried Employees Agreement,
- B, Agreement on Staggered Working Hours, Standby Hours and On-Call Hours,
- C, Agreement on Working Hours for Salaried employees,
- D, Working Hours Rules for Underground Work,
- E, Agreement on Compensation for Weekly Rest,
- F, Agreement on Working Hours Reduction,
- G, Agreement Regarding National Day,
- H, Agreement on Local Salary Formation at companies between IKEM and Unionen,
- I, The Salaried Employees Agreement Section 8, Section 9 (1) and Section 10

§ 5 Overtime

Item 1 Overtime work

Item 1:1 Definition

'Overtime work' that entitles the employee to overtime compensation means work carried out by an employee over and above his or her regular daily working hours, if the employer has requested or subsequently consented to the overtime work.

If working hours have been shortened for a certain period of the year without being lengthened correspondingly at other times of the year, overtime will only be credited once the employee has completed the longer daily working hours that apply for the remainder of the year.

Overtime does not include any time taken to carry out any necessary preparation or rounding-off work that is normally part of the job.

Item 1:2 Calculation of overtime

Overtime is credited by the full half-hour. If overtime work is carried out both before and after regular working hours on any one day, the two periods will be added together.

Item 2 Compensation for overtime

Item 2:1 Cash, leave, salary, vacation

Overtime compensation takes the form of:

- cash
- leave
- higher salary
- longer vacation
- in accordance with the rules below

Item 2:2 Cash or leave

The employee is entitled to overtime compensation either in cash (overtime pay) or in the form of time off (leave in lieu), except where otherwise specified in Item 2:3 or Item 2:4 below.

Leave in lieu is given if the employee so wishes and if the employer, after consulting the employee, deems that such leave can be taken without inconvenience to the business. When consulting the employee, the employer should as far as possible satisfy the employee's wishes as to when the leave is to be taken.

Item 2:3 Higher salary, longer vacation

The employer and the employee can reach an agreement that the employee will receive, instead of cash or leave, a higher salary and/or three or five vacation days in addition to the statutory number. Such agreements should be reached with managerial staff or employees whose working hours are difficult to verify or who are at liberty to plan their own working hours.

The agreement shall be in writing and applies to one vacation year except where otherwise agreed by the employer and the employee. Such other agreement may be renegotiated ahead of each new vacation year.

Comment:

Such an agreement should be structured such that its meaning is clear and should be subject to regular evaluation in a dialogue with the employee.

This requires that the employer and the employee, prior to an agreement, make an assessment of the nature of the position and/or the amount of work that can be expected from the employee, and that they adjust compensation in the form of salary and/or vacation in line with the assessment. It is important, particularly in the case of new employment, that an agreement be preceded by such an assessment. If necessary, the employee can turn to their union organisation for discussion on the assessment.

During the first six months of a temporary employment it is, in cases where the salaried employee is unproven in the labour market, not appropriate to make an agreement according to this provision.

An agreement under this segment does not mean that the employer relinquishes their responsibility for maintaining the employee's working hours at a reasonable level. Nor does an agreement mean that the employee is subject to an extended obligation to work beyond the ordinary working hours under the collective agreement.

Item 2:4 Preparation and rounding-off

If the employer and the employee have reached an explicit agreement that preparation and rounding-off work shall be carried out daily and the salary has not been determined, or is determined taking this into

account, the employee shall be compensated by receiving 28 days of vacation.

Item 2:5 Informing local branch of salaried employees' union

If an agreement has been reached in accordance with Item 2:3 or Item 2:4, the employer shall inform the relevant branch of the salaried employees' union thereof on conclusion of the agreement. After informing the branch, the employer is obliged, if so required by the branch, to state the reasons for the agreement.

Item 3 Calculation of overtime compensation and leave in lieu

Item 3:1 Overtime compensation

Overtime compensation is paid for each hour in accordance with the following formula:

Overtime 6.00 a.m.–8.00 p.m on Mondays to Fridays where there are no public holidays	Overtime at other times
$\frac{\text{monthly pay}}{94}$	$\frac{\text{monthly pay}}{72}$

'Monthly salary' means the current fixed cash monthly salary.

When calculating overtime compensation, the salary of a part-time employee should be adjusted to a full-time salary.

Overtime on weekdays when the individual employee would not be working and on Midsummer Eve, Christmas Eve and New Year's Eve is deemed to be overtime 'at other times'.

The compensation amount includes vacation pay.

Item 3:2 Leave in lieu

Leave in lieu is calculated for each hour of overtime in accordance with the following formula:

Overtime 6.00 a.m.–8.00 p.m on Mondays to Fridays where there are no public holidays	Overtime at other times
1.5 hours	2 hours

Item 3:3 Overtime work separated from regular working hours

Overtime work separated from regular working hours is compensated according to local agreement.

If a local agreement according to the above cannot be reached, compensation is given according to the following:

- If the overtime work required the employee to present himself/herself at work, overtime compensation or leave in lieu is provided as if the overtime work had been performed for at least three hours. This does not apply if the overtime is separated from regular working hours only by a meal break.
- If the overtime work did not require the employee to present himself/herself at work, overtime compensation is provided for the actual time worked.

The employer shall refund any travel costs incurred in connection with overtime work as defined above. This also applies to employees who are not entitled to overtime compensation or leave in lieu.

§ 6 Compensation for travelling time

Item 1 Travelling time

Travel time providing entitlement to compensation is the time during an approved business trip that it takes to travel to the destination.

Travelling time during the employee's regular working hours is classed as working time. Travelling time therefore only includes the hours spent on travel that occurs outside regular working hours.

Only full half-hours are included in travel time. Travel time, both before and after regular working hours on any given day, shall be added together.

If the employer has paid for a berth on a train or a boat during the journey or part of the journey, the hours between 10 p.m. and 8 a.m. shall not be included.

Travelling time also includes the normal time spent by an employee driving a car or other vehicle on a business trip, irrespective of whether or not it is owned by the employer.

The journey shall be considered to have started and ended in accordance with the employer's rules on the calculation of subsistence allowances or equivalent.

Travelling time should be planned so that it does not unreasonably burden the employee with regard to night, daily and weekly rest.

Item 2 Entitlement to compensation for travelling time

An employee is entitled to compensation for travelling time according to the following general rule and exceptions:

General rule

- If the employee is entitled to specific compensation for overtime work, the employee is entitled to compensation for travelling time according to Item 3 below.
- If the employee is not entitled to specific compensation for overtime work, the employee is entitled to compensation for travelling time according to Item 3, unless the employer and employee have agreed that the employee shall be exempted from the provisions on compensation for travelling time.

Exceptions

- The employer and the employee may agree that compensation for travelling time shall be provided in another form, e.g. travelling time requirements may be taken into consideration when determining the salary.
- An employee who holds a position that normally involves a considerable number of business trips, e.g. travelling sales representative, service technician, etc., is entitled to compensation for travelling time only if the employer and the employee have reached an agreement to this effect.

Item 3 Compensation

Compensation for travelling time is paid by the hour in accordance with the following:

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

When the journey is made between 6.00 p.m. on Friday and 6.00 a.m. on Monday, or between 6.00 p.m. on the day before a non-working eve of a public holiday or on the day before a public holiday and 6.00 a.m. on the day following a public holiday, compensation is instead calculated using the following formula:

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

‘Monthly salary’ means the current fixed cash monthly salary.

The compensation amount includes vacation pay.

When calculating compensation for travelling time, the salaries of part-time employees are adjusted pro rata to a full-time salary.

BILAGA B

ÖVERENSKOMMELSE OM ERSÄTTNING FÖR FÖRSKJUTEN ARBETSTID, BEREDSKAPSTJÄNST OCH JOURTID

Agreements on staggered working hours, standby hours and on-call hours

Agreements on staggered working hours, standby hours, etc. is regulated in an agreement with Ledarna and an agreement with Unionen, Sveriges Ingenjörer and Naturvetarna. The agreements are identical in terms of the provisions for compensation for unsocial working hours, standby duty and on-call hours.

The agreement with Ledarna also contains rules on attendance compensation.

Unionen, Sveriges Ingenjörer / Naturvetarna

Agreement on compensation for staggered working hours, standby hours and on-call hours

between IKEM and Unionen, Sveriges Ingenjörer/Naturvetarna.

Item 1 Staggered working hours

1. The following guidelines apply to compensation for work during staggered working hours. The local parties may reach an agreement providing for a different solution where there are special reasons to do so.
2. 'Staggered working hours' means that part of the employee's regular volume of work that is scheduled outside the regular schedule of daytime working hours at the employee's workplace.

Compensation for staggered working hours is paid in accordance with point 4 below.

Statements entered in the minutes:

- a. The parties are agreed that reasonable grounds should exist for the introduction of working staggered working hours. If, in an individual case, the salaried employees' side claims that no reasonable grounds exist for staggering working hours, the employer may nevertheless stagger the working hours pending the outcome of any negotiations that may be demanded.*
 - b. If a system of flexible working hours is applied, compensation is not paid for working hours between the starting and ending times of the regular schedule of daytime working hours, i.e. within the so-called bandwidth.*
3. As far as possible, the employer should notify the employee concerned at least 14 days in advance that working hours are to be staggered. Such notification should also contain information concerning the expected duration of the staggering of working hours.
 4. Compensation for staggered working hours is paid as follows:

Evening	Compensation/hour
Monday – Thursday from 6 p.m. to midnight	$\frac{\text{monthly pay}}{600}$
Friday evening and Nights	Compensation/hour
Friday from 6 p.m. to midnight Monday – Saturday from midnight to 7 a.m.	$\frac{\text{monthly pay}}{400}$
Saturday and Sunday and moveable public holidays	Compensation/hour
From 7 a.m. Saturday to midnight on Sunday From 7 a.m. to midnight on Epiphany From 7 a.m. to midnight on 1 May From 7 a.m. to midnight on Ascension Day From midnight to midnight on National Day	$\frac{\text{monthly pay}}{300}$
Major public holidays	Compensation/hour
From 6 p.m. on New Year's Eve to midnight on the first weekday after New Year's Day From 6 p.m. on Maundy Thursday to midnight on Easter Monday From 7 a.m. on Midsummer Eve to midnight on the day after Midsummer's Day From 7 a.m. on Christmas Eve to midnight on the first weekday after Boxing Day	$\frac{\text{monthly pay}}{150}$

5. Agreements to depart from the above compensation rules may be reached with employees in more senior positions to whom reasonable compensation is paid in accordance with a different arrangement.
6. Compensation for staggered working hours and overtime compensation cannot be paid concurrently.
7. The employee is not entitled to compensation for staggered working hours if the staggered working hours are at the employee's own request.

Item 2 Standby hours

1. The following guidelines apply to compensation for standby hours. Local parties may reach an agreement providing for a different solution where there are special reasons to do so.
2. 'Standby hours' means the time when an employee is not under an obligation to work but is required to be available in order to attend at the workplace within a certain period of time after being notified.
3. Compensation per hour according to the table.

Weekdays	Compensation/hour
Monday to Friday, except where a higher amount is stated below	$\frac{\text{monthly pay}}{1400}$
Friday evening – Sunday and moveable public holidays	Compensation/hour
From Friday at 6 p.m. to Sunday at midnight From 6.00 p.m. the day before Epiphany to midnight on Epiphany From 6.00 p.m. on Walpurgis Night to midnight on 1 May From 6.00 p.m. on the day before Ascension Day to midnight on Ascension Day From midnight to midnight on National Day	$\frac{\text{monthly pay}}{650}$
Major public holidays	Compensation/hour
From 6 p.m. on New Year's Eve to midnight on the first weekday after New Year's Day	$\frac{\text{monthly pay}}{320}$

From 6 p.m on Maundy Thursday to midnight on Easter Monday From 7 a.m. on Midsummer Eve to midnight the day after Midsummer's Day From 7 a.m. on Christmas Eve to midnight on the first weekday after Boxing Day	
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Standby allowance is paid per minimum session of eight hours.

4. In the event of working during standby duty, the compensation rules in Section 5 Item 3:3. of the agreement on general conditions of employment apply.
5. Agreements to depart from the compensation rules above may be reached with employees in more senior positions to whom reasonable compensation is paid in accordance with a different arrangement.
6. A schedule for standby hours shall be drawn up well in advance.

Item 3 On-call hours

1. The following guidelines apply to compensation for on-call hours. The local parties may reach an agreement providing for a different solution where there are special reasons to do so.
2. 'On-call hours' means the time when the employee is not under an obligation to work but is required to be available to the employer at the workplace in order to perform work when the need arises.
3. Compensation per hour according to the table.

Weekdays	Compensation/hour
Monday to Friday, except where a higher amount is stated below	$\frac{\text{monthly pay}}{600}$
Friday evening – Sunday and moveable public holidays	Compensation/hour
From Friday at 6 p.m. to Sunday at midnight From 6.00 p.m. the day before Epiphany to midnight on Epiphany From 6.00 p.m. on Walpurgis Night to midnight on 1 May From 6.00 p.m. on the day before Ascension Day to midnight on Ascension Day From midnight to midnight on National Day	$\frac{\text{monthly pay}}{320}$
Major public holidays	Compensation/hour

From 6 p.m. on New Year's Eve to midnight on the first weekday after New Year's Day From 6 p.m on Maundy Thursday to midnight on Easter Monday From 7 a.m. on Midsummer Eve to midnight the day after Midsummer's Day From 7 a.m. on Christmas Eve to midnight on the first weekday after Boxing Day	$\frac{\text{monthly pay}}{130}$
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On-call compensation is paid per minimum session of eight hours.

4. Agreements to depart from the above compensation rules may be reached with employees in more senior positions to whom reasonable compensation is paid in accordance with a different arrangement.
5. On-call hours shall be allotted so that they do not involve an unreasonable burden on any individual employee.

A schedule for on-call hours should be drawn up well in advance.

Working hours agreement for white collar employees

§ 1 Scope of Agreement

Item 1

This agreement applies to all white collar employees whose employers are affiliated to IKEM. This agreement replaces the Swedish Working Hours Act in its entirety. In this agreement the terms 'white collar employee' or 'employee' and 'the local branch of the white collar employees' union' include 'supervisor' and 'the local branch of the supervisors' union'.

The parties agree that this agreement lies within the scope of the EU Working Time Directive, which aims to provide employees with health and safety when organising working time. Specific rules pertaining to working time for juveniles can be found in the Swedish Work Environment Act.

Travelling time should be planned so that it does not unreasonably burden the employee with regard to night, daily and weekly rest.

Item 2

The provisions of Sections 2–4 do not apply to:

- employees with managerial status;
- work carried out by employees in their homes or otherwise under such conditions that it cannot be considered to be the employer's responsibility to supervise how the work is arranged.

Item 3

Employers and employees who reach an agreement that the right to specific compensation for overtime shall be replaced by longer vacation, or compensated for in some other way in accordance with Section 5 Item 2:3. in the agreement on general conditions of employment, may reach an agreement that the employee shall be

exempted from the provisions of Sections 2–4. Such agreement may only be reached with respect to:

1. work that is performed under such conditions that it cannot be considered to be the employer's responsibility to supervise how the work is arranged, and
2. work performed by employees whose duties and conditions of employment are such that they may be deemed to occupy a managerial or comparable position, or by employees who, considering their duties of employment, are entrusted to organise their working hours themselves.

Comment on Items 2 and 3:

According to Items 2 and 3 above, the provisions of Sections 2–4 do not apply to certain employees. However, it is in the mutual interest of the employer and the local branch of the white collar employees' union to gain an idea of the total number of working hours of these employees. For some of them, hours are registered by a time stamp or in some other way, for example when a company applies a system of flexible working hours. In these cases, the system provides a basis on which to assess working hours. In other cases hours cannot be registered in the same manner as for other employees. If the local branch of the white collar employees' union so requests, the employer and the local branch of the union shall jointly prepare a suitable basis on which to assess the volume of working hours for these employees.

Some employees who are exempt from the provisions of Sections 2–4 have, in accordance with current practice up to now, had a certain amount of freedom with regard to the scheduling of working hours. This freedom is not affected by this agreement.

Exemption from working hours regulation is primarily intended to apply to employees who have freedom with regard to the scheduling of their working hours and for employees who are able to influence their own work volumes.

Agreements which cover Sections 2-4 of the Working Hours Agreement should be formulated such that their meaning is clear.

The employer cannot, through an agreement in accordance with this Item, be released from its liability for work environment factors and the application of, among other things, the Swedish Work Environment Authority's regulation on the organisational and social work environment.

Item 4

In addition to the exemptions in Items 2 and 3, written agreement may be reached between the employer and the local branch of the white collar employees' union that certain employees or groups of

employees shall be exempted from the provisions of Sections 2–4, in those cases where the employees, with respect to their duties, can be deemed to hold a particular position of trust regarding working time or if there are exceptional circumstances.

For the term of such agreements, see Section 7 Item 2.

§ 2 Number of working hours, etc.

Item 1 Available working time

The total working hours during any seven-day period may amount to a maximum of 48 hours on average over a reference period of 12 months. Regular working hours, overtime, extra hours for part-time employees and hours on call are included in the total working hours.

When calculating the total working time, paid vacation and sick leave during periods when the employee should otherwise have been working, shall be deemed equal to performed working time.

Item 2 Regular working hours

Regular working hours for white collar employees may not exceed an average of 40 hours per week with no public holidays over a reference period of 12 months.

In addition, for shift work, average regular working hours per week with no public holidays over a reference period of 12 months may not exceed:

Two-shift work	40 hours*
Intermittent three-shift work	38 hours
Continuous three-shift work	36 hours
Continuous three-shift work with major public holiday work	35 hours
Underground work	in accordance with Appendix 2

*White collar employees working in intermittent two-shift work in line with production should be given paid time off to the same extent as is given to subordinate workers under collective bargaining agreements. If such time off is not provided for in the working time schedule, the

time off shall be given as paid days off, after consultation with the employee. The legitimate interests of production and of the employee shall both be taken into account here.

Comments:

1. *Three-shift work may be carried out with three or more shift teams.*
2. *The parties agree that different lengths of working hours may be applied at different times of the year.*

The local parties may, in addition to the alternatives given in this agreement, agree on different ways to organise working time, which promote the business but also meet individual requests regarding the working-time schedule.

Item 3 Rest breaks, meal breaks and pauses

Unless the local parties agree otherwise, rest breaks shall be arranged so that the employee does not work for more than five consecutive hours at a time. 'Rest break' means an interruption in the daily working hours during which employees are not obliged to remain at their places of work. The employer shall indicate the duration and scheduling of rest breaks in advance and as accurately as the circumstances allow.

Rest breaks may be replaced by meal breaks at the workplace. Such meal breaks are included in the working hours.

The employer shall arrange the work so that employees can take any pauses that are needed over and above breaks. If working conditions so require, special pauses in the work may be scheduled instead. Pauses are included in working hours.

Item 4 Daily rest

Item 4:1 General rule

Every employee is entitled to at least eleven consecutive hours of rest per 24-hour period, calculated from the start of the period of work, according to the employee's working-time schedule (daily rest).

Item 4:2 Exceptions

1. The local parties may agree on deviations from the provisions of Item 4:1, provided that the employee is given an equivalent period

of rest after the period of work that interrupted the period of daily rest.

2. If no local agreement according to the first point is made, temporary deviations from Item 4:1 are permitted if these are caused by exceptional circumstances that the employer could not have foreseen, provided that the employee is given an equivalent period of rest after the period of work that interrupted the period of daily rest.
3. If no local agreement according to the first point is made, deviations from Item 4:1 are permitted in the event of work during standby duty, provided that the employee is given an equivalent period of rest after the period of work that interrupted the period of daily rest.

Item 4:3 Deviations regarding the scheduling of the equivalent rest period

If, for objective reasons, it is not possible to schedule an equivalent rest period according to Item 4:2 after the period of work that interrupted the period of daily rest, the equivalent period of rest shall be scheduled within seven calendar days.

Comment:

In respect of work in connection with stand-by duty during several consecutive days, the equivalent rest periods for these days may be added together and scheduled within seven calendar days of the most recent stand-by duty shift. However, this presupposes that the employee, despite the interruptions in the rest periods, has had sufficient rest during the stand-by period.

If the equivalent rest period cannot be given within seven calendar days, the local parties may agree on other appropriate protection.

Comment:

'Other appropriate protection' does not mean solely financial compensation.

Item 4:4 Scheduling of equivalent rest period in regular working hours

No salary deduction shall be made if the employer schedules the equivalent rest period within regular working hours.

Item 5 Night rest etc.

Item 5:1 Night work

'Night' means the period between 10 p.m. and 6 a.m. By local agreement, 'night' may be defined as another period of at least seven hours including the period between midnight and 5 a.m.

All employees shall be free from work to rest at night. This time off work shall include the time between 24.00 and 05.00.

Deviations from the second paragraph are permitted if, in view of the nature of the work, the needs of the public or other particular circumstances, the work must also be carried out between midnight and 5.00 a.m.

Deviations from the second paragraph may also be made on the basis of a local agreement.

Item 5:2 Night workers

'Night workers' are employees who normally work at least three hours of their working time during the night and employees who are likely to work at least half of their annual working time at night.

The regular working hours for night workers shall on average not exceed eight hours per 24-hour period over a reference period of 12 months.

Comments:

- 1. When calculating the average, for each commenced period of seven days the weekly rest shall be deducted from the reference period. Vacation and sick leave during periods when the employee should otherwise have been working, shall be deemed equal to performed working time.*
- 2. It is the intention of the parties that the length of the reference period shall not be applied in such a manner that it results in working-time schedules where extremely long working hours without sufficient rest are used over a long period of time.*

Item 5:3 Night workers whose work involves special hazards

Night workers performing work that involves special hazards or heavy physical or mental strain may not work for more than eight hours during any 24-hour period when involved in night work.

Item 6 Weekly rest

Each employee shall have at least 36 continuous hours of rest during each period of seven days (weekly rest).

Time on standby duty, when the employee is allowed to remain outside the workplace but is obliged to be at the employer's disposal to do work when the need arises, is not included in weekly rest.

Weekly rest periods shall as far as possible be scheduled at weekends.

Deviations from the first paragraph are permitted; e.g. in cases of standby duty or overtime work. In doing so, the employee shall receive compensation in accordance with the Agreement on compensation for weekly rest.

Item 7 Overtime

Item 7:1

'Overtime work' in this agreement means work carried out by an employee over and above his or her regular daily working hours if:

- the overtime work has been requested in advance, or
- where it could not be requested in advance, the overtime work has subsequently been approved by the employer.

Time spent carrying out any preparation and rounding-off work that is necessary and normal for the employee's job is not deemed to be overtime in accordance with Item 7:2 below.

Completed overtime is credited by the full half-hour.

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

Item 7:2

In exceptional circumstances, up to 150 hours of general overtime may be worked during a 12-month period.

Comment:

The 12-month period refers to a fixed period, usually applied to the calendar year.

Item 7:3

General overtime may be worked for a maximum of 150 hours during three consecutive calendar months. Nevertheless, the amount of overtime during any one calendar month may not exceed 100 hours. These 100 hours may only be exceeded in the event of exceptional circumstances, for example when it is necessary to finish a job that cannot be interrupted without considerable inconvenience for the business.

Local parties may also agree that overtime can be worked up to a maximum of 144 hours during 12 consecutive weeks, with a maximum of 96 hours in any four weeks.

Item 7:4

General overtime, whatever the form of compensation, shall be deducted from the overtime allowance in accordance with Item 7:2 above.

If overtime is compensated for by time off (leave in lieu) in accordance with the agreement on general conditions of employment, the 'overtime hours' that have been compensated for by leave in lieu are added back to the overtime allowance according to Item 7:2 above.

Comment:

Leave that employees have obtained under the Agreement on working hour reduction, 1. Lifetime working time - working time account is also restored as above, currently up to a maximum of 32 hours for 2025, and up to a maximum of 40 hours for 2026.

Example:

An employee works four hours of overtime one weekday evening. These overtime hours are deducted from the overtime allowance under Item 7:2. An agreement is reached that the employee shall be compensated with six hours of leave in lieu (four overtime hours x 1.5 = six hours of leave in lieu). Once the employee has taken the leave in lieu, the four overtime hours that have been compensated for in this way are added back to the overtime allowance under Item 7:2.

During a 12-month period, no more than 75 hours may be added back to the overtime allowance in this manner, unless the employer and the

local branch of the white collar employees' union have agreed otherwise.

Comment:

The employer and the local branch of the white collar employees' union may reach an agreement that overtime compensated for by leave in lieu so as to be added back to the overtime allowance in the manner described above shall be scheduled within a given time period, e.g. calculated from the time the overtime was worked or before a specified date.

For the term of such agreements, see Section 7 Item 2.

Item 7:5

The employer and the local branch of the white collar employees' union may reach a written agreement on a different method of calculation, or on a different volume of general overtime for a particular employee or group of employees. Agreements on a different volume of general overtime shall be submitted to the relevant unions and employer associations for approval.

For the term of such agreements, see Section 7 Item 2.

Item 7:6

In addition to what has been stated above, in the event of extraordinary circumstances, an agreement may be reached between the employer and the local branch of the white collar employees' union that up to 150 hours of extra overtime may be worked per 12-month period.

Item 7:7

If a natural incident, accident or other similar circumstances that could not be foreseen have caused an interruption in the business or involve an imminent risk of such an interruption or of injury to life, health or property, overtime worked for these reasons shall not be included in the calculation of overtime in accordance with Item 7:2 above.

§ 3 On-call duty

Item 1

If, owing to the nature of the business, it is necessary for the employee to be at the disposal of the employer at the workplace to work when the need arises, the maximum number of on-call hours during a four-week period shall be 48, or 50 hours per calendar month. The hours during which the employee works on behalf of the employer are not deemed to be on-call hours.

Item 2

The employer and the local branch of the white collar employees' union may reach a written agreement on a different method of calculation, or on a different volume of on-call hours for a particular employee or group of employees.

For the term of such agreements, see Section 7 Item 2.

Item 3

The parties agree that on-call duty that is more frequent than every fourth week shall occur only in cases where this is justified for technical production reasons or human resources reasons.

§ 3a Standby duty

Standby duty shall be assigned so that it does not unreasonably burden an individual employee. The parties agree that standby duty that is more frequent than every fourth week shall occur only in cases where this is justified for technical production reasons or temporary human resources reasons.

Comment:

Standby duty is not deemed to be working time.

§ 4 Overtime and on-call log

The employer shall keep the necessary log for the calculation of overtime in accordance with Section 2 Item 7 and of on-call hours as in Section 3. The employee and the local branch of the white collar

employees' union or the central representative of the white collar employees' union are entitled to view this log.

Appendix 2

Working hours rules for underground work

For underground work, regular working hours may not exceed an average of 36 hours per week with no public holidays over a reference period of 12 months.

In addition, for shift work, average regular working hours per week with no public holidays over a reference period of 12 months may not exceed:

Intermittent two-shift work	35 hours
Continuous two or three-shift work and intermittent three-shift work	35 hours, including annual working hours are reduced by 40 hours.

Agreement on compensation for weekly rest

between IKEM and Unionen, Sveriges Ingenjörer/Naturvetarna and
Ledarna.

§ 1

The parties agree to aim for weekly rest of 36 hours.

In cases where 36 hours of weekly rest cannot be achieved, a local agreement can be reached to compensate for this. If a local agreement has not been reached, the salaried employee receives compensation for each break in weekly rest as follows:

1. A supplement of 1.0 per cent of the salaried employee's fixed cash monthly salary, and
2. Half a paid day off.

Each interruption to the weekly rest after the first ten is compensated by one day of paid leave.

Interruptions to weekly rest and days of paid leave are calculated per calendar year.

An agreement is to be reached between the employer and the individual employee as to when all leave shall be taken. Normally, the leave should be taken within five days of the most recent interruption to the weekly rest and, as far as possible, immediately before or after a weekend.

§ 2

Overtime work (apart from on-call and standby duty) shall be compensated in accordance with Section 1, provided that the work is expressly requested in advance.

Agreement on working hours reduction

1 Lifetime working hours – working hours account according to the 2025-2027 agreement

The following rules apply unless the local parties agree otherwise:

1. Individual working hours accounts shall be developed for all employees.
2. An amount based on salary and compensation for regular working hours during the previous year of the agreement is allocated to each working hours account on 31 March each year during the period of the agreement.

The amount allocated is calculated as follows:

Percentage	Date	Equivalent leave
2.0	31 March 2025	4 days*
2,5	Beginning with 31 March 2026, each year respectively	5 days*

* See also point 2a and 2b respectively below.

3. The allocation to the working hours account may be taken as paid leave, pension premium or cash payment.
4. The employee shall decide how the withdrawal is to be made from the working hours account in accordance with point 3. If the employee chooses the paid leave option, the leave shall be scheduled as agreed with the employer.
5. An employee who chooses paid leave is not entitled to carry days over from one year of the agreement to another. Leave that is not taken during the year of the agreement is compensated for in cash. This also applies to employees who, for whatever reason, do not choose any of the three options.
6. When working hours reduction are taken as time off, such taken leave – up to currently 32 hours, and 40 hours from 1 April 2026 –

shall be returned to the overtime space. Such returns, together with returns according to the Agreement on Working Time Regulations for Employees §2 item 7:4, may not exceed 75 hours per 12-month period.

2a Working hours according to the 1998 agreement (SIF/CF) – now Unionen and Sveriges Ingenjörer

Discussions shall be held between the local parties concerning issues relating to working hours at the company. During these discussions, the local parties may agree to a reduction in working hours for full-time employees of one day with effect from 1 May 1999, one further day with effect from 1 May 2000, and another further day with effect from 31 March 2001, with pro rata reductions for part-time employees. Any reduction shall be scheduled in full days or part days. These discussions can address issues such as a flexible working hours to suit company needs and individual wishes.

If no agreement on a reduction in working hours is reached, the monthly salaries of the employees concerned shall be increased by 0.5 per cent as of the date of the salary review each year.

2b Working hours – according to the 1998 agreement (Ledarna).

Discussions shall be held between the local parties concerning issues relating to working hours at the company. During these discussions, the local parties may agree to a reduction in working hours for full-time employees of one day with effect from 1 May 1999, one further day with effect from 1 May 2000, and another further day with effect from 31 March 2001, with pro rata reductions for part-time employees.

Any reduction shall be scheduled in full days or part days. These discussions can address issues such as a flexible working hours to suit company needs and individual wishes.

If no agreement on a reduction in working hours is reached, the monthly salaries of the employees concerned shall be increased by 0.5 per cent as of the date of the salary review each year.

At companies covered by an agreement on 'lifetime working hours' for other groups of employees, a corresponding agreement can be reached for members of Ledarna.

Agreement regarding National Day

In December 2004, the Swedish parliament (Riksdagen) decided to make National Day, 6 June, a public holiday as from the year 2005, at the same time abolishing Whit Monday as a public holiday. Since National Day, unlike Whit Monday, will at regular intervals fall on a work-free day, within some patterns of working hours, the Swedish Industrial and Chemical Employers' Association (now IKEM), SIF (now Unionen), Sveriges Ingenjörer and Ledarna have reached the following agreement.

1. At companies where working time is calculated as hours per week with no public holiday, full-time work during the daytime, intermittent two-shift work and intermittent three-shift work entitles the employee to two hours of compensation per year. Compensation is given pro rata for part-time employees and employees who work only part of the year.
2. At companies that have continuous shift working with stops during major public holidays, work may be performed on National Day provided that the employees with this pattern of working hours are compensated in accordance with point 1 above.
3. The local parties shall agree on how the compensation according to point 1 shall be handled.

Unless the local parties agree otherwise, the compensation shall be added to the individual lifetime working hours account according to the parties' agreement on reduction in working hours.

At companies where the pension premium alternative is the general rule, this shall be applied and the value of the above hours shall be calculated at 0.125 per cent.

1 April 2025– 31 March 2027

Agreement on local salary formation at companies: Unionen

IKEM and Unionen have reached the following agreement for Unionen's members employed by companies affiliated to IKEM.

§ 1 The importance of Salary formation

Salary formation is a positive force in the company's activities and creates conditions for individuals to develop and be stimulated to make good work contributions, which in turn leads to increased productivity, efficiency, and profitability.

All employees participate in continuous improvement work and thereby contribute their efforts, which leads to revenue-generating salary formation. This enables positive salary development and employment security, which creates conditions for the staff's salary development within the company.

Salary formation is based on the company's business and operational ideas as well as its economy, productivity development, and development power, with established overall goals broken down into sub-goals and individual goals.

A trustful cooperation between company management, employees, and their union representatives is a prerequisite for good salary formation.

The Company's managers have a special responsibility to set goals and follow up on results in dialogue with the employee.

The aim of the agreement is to create a process where efforts, competence, and results are tied to individual salary development.

This gives the employee the opportunity to influence their own salary development. The goal is to achieve salary setting that both the employer and the individual staff member can understand.

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§ 2 Principles of salary formation at the companies

Salary determination should be individualized and differentiated with regard to

- the requirements of the operation
- the nature and content of the tasks
- individual efforts, competence, and work results

Each company should clarify what affects the salary, such as personal skills and attributes, responsibility for staff, competence, leadership and cooperation skills, problem-solving, initiative, creativity, etc.

When determining individual salaries, special consideration should be given to good work performance, how the employee has met set goals, and the results achieved.

§ 3 Competence development

Technological development and changing conditions constantly require increased competence. Through skill development for current and future tasks, employees become better equipped to contribute to the organization's goals.

Development of the company's work organization requires flexibility, decentralization, delegation of responsibility, and increased competence.

Such development provides all employees with the opportunity to enhance their work skills according to the needs of the organization. This offers possibilities for personal development along with associated salary progression.

Part of the dialogue during goal-setting and development discussions should be to discuss the time required and the overall direction for the skill development that the employee is responsible for within the scope of their duties. The time required can vary depending on the employees' conditions and the company's needs.

§ 4 Startup Phase of Negotiations

Item 1 Collaboration

It is in accordance with the intentions of the agreement that the implementation of the salary process takes place in collaboration between company management and union representatives.

It is essential that the parties collaborate to find cooperation and negotiation forms that support active local salary work, where the parties can contribute their knowledge from the operations. The parties should also strive for cooperation and negotiation forms that fit into the company's other activities.

The goal of this agreement is entirely local salary formation, therefore local parties should, based on the agreement, reach an agreement on the entire salary process.

This requires that the local parties plan how the salary process will be carried out regarding, for example, the schedule for development and goal discussions, salary discussions, and the date for salary revision.

Local parties also need to agree on how the application of the salary process will be evaluated, which criteria will apply for salary setting, and how salary increases are determined.

Item 2 Analysis of salary structure

Before the salary formation process, the company and local parties should conduct a joint analysis of the salary structure and current salary levels of the member group.

If the analysis reveals unreasonable or discriminatory salary differences, these should be adjusted.

The joint analysis should result in a discussion about desirable changes in the salary structure and salary levels. It may show that, in addition to the salary revision, there are reasons to make individual adjustments, for example due to new hires or to correct any other unreasonable salary differences.

The analysis of the salary structure should be done considering the fundamental principles of salary formation in the company. It is also important that the local parties consider how the salary structure

should support the business goals, thereby achieving salary differentiation and salary span that promote good work performance.

Comment:

The analysis should not be confused with the requirements of the Discrimination Act regarding salary mapping.

Item 3 Conditions for the salary revision

In the salary process, the parties initially review the contract's intentions and application to the company, and agree on the salary revision date, criteria for salary setting, and the timeline for the salary process.

The process also includes discussing the conditions for this year's salary revision based on the company's financial situation, development, growth opportunities, relevant external conditions, and other factors affecting the company's salary setting. A shared understanding of the conditions facilitates the parties in later agreeing on the salary revision during negotiations.

Salary-setting managers must have the necessary knowledge about the local salary process and local salary setting. This ensures a salary setting that can be accepted by both the employer and the individual employee.

The same evaluation and application regarding principles for salary setting should apply to all employees, ensuring that unfair and discriminatory salary differences do not occur.

Valuation Systems

A valuation system refers to the assessment of the formal position itself, not the individual performance. If such a system is part of the local salary setting, it is important that information about the system's structure and functions is made available to both elected representatives and employees, as well as salary-setting managers.

This is part of providing the employee with knowledge about the basis on which the salary is set and how the employee can influence their salary development.

Promotions, Parental Leave, etc.

Salary increases resulting from promotions or adjustments made to compensate for other benefits, such as overtime pay, are handled separately from the salary review.

Parental leave should normally be included in the salary review based on the employee's likely development in the current position according to assessment criteria as if the employee had not been on leave.

§ 5 Application of the salary-formation process

Item 1 Performance management and target discussions

It is of crucial importance for salary setting and work development that a dialogue is conducted between the manager and the employee. The dialogue should address current work tasks, the work situation, development opportunities, competency requirements, and achieved results in relation to set goals linked to individual salary development.

During the annual development and goal discussion, individual goals are set for the employee. The manager and the employee discuss individual skills development related to the future competency needs identified by the company.

The discussion should also address the employee's tasks regarding demands, difficulty, and responsibility. The result of the development and goal discussion results in an annual individual development plan, which is documented in writing.

This includes that each employee is informed about the basis on which the salary is set and how the employee can influence their salary development.

By conducting a dialogue between the manager and the employee, room is created for the development of the employee's work content, work forms, and competence.

Item 2 The individual salary discussion

The individual salary discussion is an important part of the company's salary formation process. Salary discussions should take place annually at the initiative of the employer.

Before the salary discussion, it is important that the company's salary setting principles, salary criteria, and factors of importance for the individual salary setting are well known to the employees in the company.

The salary discussion should, among other things, include a follow-up of the set goals for the employee as well as an overall assessment of achieved results.

The salary discussion is a dialogue where both the manager and the employee are expected to give their views on the salary level.

§ 6 The conclusion of the process

Item 1 Determination of salaries and salary space

The employer submits a proposal for individual salaries to the local party acting for salaried employees after salary discussions have taken place between managers and employees. Negotiations are based on the proposal put forward and the local parties establish salaries and the scope for salaries

Item 2 Action Plan in Case of Minimal Salary Increase

Based on the premise that each employee, through their tasks and achieved results, contributes to the company's productivity development, increased profitability, and growth, this should result in all employees generally receiving a salary increase.

If a member of Unionen does not receive a salary increase, or only receives the minimum increase specified in Item 4, the reason for this must be presented, and a discussion about the individual's potential for future salary development must take place. An action plan should be jointly created with skill-enhancing initiatives or other appropriate measures. The action plan must be documented and reviewed before the next salary revision.

If the same individual does not receive any salary increase, or only receives the minimum increase specified in Item 4 for two consecutive years, an agreement is required.

Item 3 Support from Central Parties

It is in the spirit of the agreement that local parties strive to reach an agreement in local negotiations. If there is difficulty in achieving consensus, the local parties can contact their respective organizations to clarify the intentions and principles of the agreement regarding salary formation.

Evaluation of the process should take place after the negotiation is concluded.

Item 4 If Local Parties do not Agree

If the local parties, despite the intentions of this agreement, cannot agree on salaries for the contract period, the salary sum for the members of Unionen at the company who are covered by the salary review will be increased by

2.9% in 2025 and

3.0% in 2026,

whereby each full-time employee covered by the wage review shall receive at least

SEK 293 in 2025 and

SEK 304 in 2026.

If an agreement on the wage review date according to § 4 Item 3 is not reached, the salary review date will be April 1, 2025, and April 1, 2026.

Item 5 Minimum Monthly Salary

After the salary revision, the monthly salary for a full-time employee who is 18 years or older shall be at least SEK 21,983. This amount will change on April 1, 2026, to SEK 22,642.

For an employee with one year of continuous employment in the company, the monthly salary on April 1, 2025, shall be SEK 23,287. This amount will change on April 1, 2026, to SEK 23,986.

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TJÄNSTEMANNAAVTALET § 8, § 9 MOM 1 OCH § 10

§ 8 Sick pay, etc.

Item 1 Right to sick pay

The employee is entitled to sick pay in accordance with the rules in this chapter. Otherwise, the Sick Pay Act shall apply.

Item 2 Reporting of sickness

An employee who is unable to work because of sickness, accident or work injury shall report this as soon as possible to the employer or the person nominated by the employer. If there are valid reasons why a report cannot be made, the report shall be made as soon as this obstacle is removed. The employee shall also inform the employer as to when he or she expects to be able to return to work. The same applies to employees who have to stay away from work on account of risk of contagion.

The employee is not entitled to sick pay for the time preceding the submission of said report.

Item 3 Written declaration and medical certificate

The employee shall verify to what extent his or her working capacity has been reduced by means of a written declaration sent to the employer. The employee is not entitled to sick pay until such declaration has been provided.

From the eighth calendar day, the employee is always obliged to verify the reduction in his or her working capacity and the extent of that reduction by means of a medical certificate that also shows the duration of the sickness period. The employer may also require the employee to verify the reduction in working capacity and the extent of that reduction by means of a medical certificate to cover the first seven calendar days.

The employer may nominate a doctor to issue the medical certificate, in which case the employer shall cover the cost of the certificate. If the employer has nominated a doctor to issue a medical certificate, it is a prerequisite for the right to receive sick pay that the reduction in the employee's ability to work is verified by a certificate from the nominated doctor.

The employee is not entitled to sick pay if he or she provides incorrect or misleading information concerning circumstances relevant to the right to sick pay.

Comment:

It is in the common interest of the employer and the employee – for purposes of rehabilitation – that the cause of the sickness be determined as early as possible. The applies in particular with regard to recurring cases of sickness.

Item 4 Amount of sick pay

Item 4:1 Sickness up to and including the 14th calendar day

For each hour that an employee is absent due to sickness, a deduction for sickness is made using the following formula:

Qualifying deduction För sick leave up to 20 per cent of average weekly working hours (qualifying time) in the period of sickness	Deduction after qualifying For sick leave in excess of 20 per cent of weekly working hours up to and including the 14 th day of the period of sickness
$\frac{\text{Monthly salary} \times 12}{52 \times \text{weekly working hours}}$	$20 \% \times \frac{\text{Monthly salary} \times 12}{52 \times \text{weekly working hours}}$

If the employee would have worked during scheduled staggered working hours, sick pay is also paid, except for the qualifying period, at 80 per cent of the compensation that the employee would otherwise have received.

Item 4:2 New period of sickness within five calendar days

If a new period of sickness begins within five calendar days of the end of a previous period of sickness, this shall be treated as a continuation of the previous period of sickness. This means that a continued qualifying deduction may need to be made up to 20 per cent of the average weekly working hours in the continued period of sickness.

Item 4:3 When ten qualifying deductions have been made

If the employee has had a total of ten instances of qualifying deduction during the last 12 months, no qualifying deduction is made in the case of a new period of sickness. All qualifying deductions within the same period of sickness are regarded as a single instance, even if the deductions are made on different days.

Item 4:4 Sick pay of 80% for entire period

In the case of employees who are entitled to sick pay of 80 per cent for the entire sick-pay period following a decision by the social insurance agency, Item 4:1 shall apply without qualifying deduction.

For information:

The content of Item 4:2, Item 4:3 and Item 4:4 is taken from the Sick Pay Act.

Item 4:5 Sickness from and including 15th calendar day Deduction for sickness per day

For each day of sickness, including non-working days, a deduction for sickness is made using the following formula:

<p style="text-align: center;">For employees with a monthly salary of no more than 10 x price base amount</p> <hr/> <p style="text-align: center;">12</p>
<p style="text-align: center;">90 % x $\frac{\text{monthly salary} \times 12}{365}$</p>
<p style="text-align: center;">For employees with a monthly salary of more than 10 x price base amount</p> <hr/> <p style="text-align: center;">12</p>
<p style="text-align: center;">90 % x $\frac{10 \times \text{price base amount}}{365}$ + 10 % x $\frac{(\text{Monthly salary} \times 12) - (10 \times \text{price base amount})}{365}$</p>

If the salary changes, the sickness deduction is based on the earlier salary up to the day when the employee was notified of his or her new salary.

Maximum sickness deduction per day

The sickness deduction per day may not exceed

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

When calculating the maximum sickness deduction per day, the following are deemed to be monthly salary:

- fixed salary supplement per month (e.g. compensation for staggered working hours or overtime supplement)
- such commissions, bonuses or similar earned during the period of leave without having a direct connection with the employee's personal work input
- guaranteed minimum commission or similar.

Item 4:6 Definition of monthly salary and weekly working hours

Monthly salary

'Monthly salary' in Item 4:1 and Item 4:5 means

- The current fixed cash monthly salary and any fixed monthly salary supplements
- The estimated average income per month in the form of commissions, bonuses, premium pay or similar variable salary components. If a significant part of the employee's salary consists of such variable salary components, the employer and the employee should reach an agreement on the salary figure from which to make the sickness deduction.

In the event of sickness deduction from the 15th calendar day, monthly salary is also deemed to include benefits in the form of food and accommodation valued in accordance with the Swedish Tax Agency's flat rates.

Weekly working hours

'Weekly working hours' means the number of hours per working week without public holidays worked by the employee in question. In the event of irregular working hours, the weekly working hours are calculated as an average over a month or other scheduling period.

If the employee works a different number of working hours at different times of the year, the weekly working hours should be calculated as an average for the entire year.

Comment:

The employee's average weekly working hours means the number of working hours per week without public holidays. For employees with intermittent or irregular working hours, an average is calculated over a representative period.

Item 5 Duration of sick-pay period

Entitlement to sick pay expires after sick leave has been taken for 90 consecutive calendar days. For employees who have had continuous employment for less than one year, and who have not transferred directly from a post in which they were entitled to 90 days' sick pay, entitlement expires after 45 consecutive calendar days.

The right to sick pay also expires after the employee has been on sick leave during the past 12-month period for a total of 105 (and 45 respectively) calendar days during the period. The right to sick pay expires when the employee draws an early pension in accordance with the ITP plan.

For information:

The provisions of Item 5 do not restrict the right to statutory sick pay during the sick-pay period.

Item 6 Rules for coordination and restrictions

Item 6:1 The employee is in receipt of other compensation

If an employee receives compensation from the government, from an insurance policy or from a third party liable for injury, the employer may decide to reduce or withdraw the sick pay in order to avoid over-compensation in the event of sickness in relation to the sick-pay levels that apply pursuant to this agreement. This does not apply to compensation from the social insurance agency or as provided by collective agreement.

Item 6:2 Withholding information about sickness

Employees who at the time of employment fail to disclose that they are suffering from a particular illness are not entitled to sick pay from and including the 15th calendar day of the period of sickness relating to that illness. The same applies if at the time of employment the employer requested a certificate of good health from the employee but the employee was unable to provide one on account of sickness.

Item 6:3 Reduced sickness benefits

If the employee has been excluded wholly or partially from sickness benefits pursuant to the Swedish Social Insurance Code, the sick pay shall be reduced accordingly.

Item 6:4 Accidents, etc.

If the employee has been injured in an accident while working for another employer or in connection with his or her own business activities, the employer shall pay sick pay from and including the 15th calendar day of the period of sickness only if the employer has undertaken specifically to do so. The same applies if the employee has been injured as a result of wartime measures.

If the inability to work is self-inflicted, the employee is not entitled to sick pay from and including the 15th calendar day.

Item 7 Leave with temporary parental benefit

A salary deduction is made for each hour of absence using the following formula:

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

In the event of absence for a full calendar month, a deduction equivalent to a full monthly salary is made.

For the definition of monthly salary and weekly working hours, see Item 4:6.

Item 8 Carriers of contagious diseases

If an employee is required to stay away from work owing to a risk of contagion, and the employee is entitled to contagion-carrier's allowance, a deduction is made using the following formula:

Up to and including the 14th calendar day:

For each hour of absence, the deduction is calculated as

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

From the 15th calendar day inclusive:

A deduction is made in accordance with Item 4:5.

For the definition of monthly salary and weekly working hours, see Item 4:6.

§ 9 Leave

Section 1 Paid leave of absence

'Paid leave of absence' means a short period of leave with pay.

Paid leave of absence is generally only granted for part of the working day. In special cases, however, paid leave of absence can be granted for one or more days, in the event, for example, of a sudden illness in the employee's family or the death of a close relative.

If Holy Saturday, Midsummer's Eve, Christmas Eve and New Year's Eve are not customarily days off, paid leave should be granted for these days, if this is not inconvenient to the company.

For information:

For companies that already take off Holy Saturday, Midsummer's Eve, Christmas Eve and New Year's Eve, this rule does not imply any shortening of working hours.

§ 10 Parental leave supplement

Item 1

A salaried employee who is on parental leave with the right to parental benefit in conjunction with a child's birth or adoption, or with the right to pregnancy benefit, is entitled to parental leave supplement from the employer as follows:

Period of employment	Parental leave supplement
At least one consecutive year	Maximum of 42 working days
At least two consecutive years	Maximum of 84 working days
At least three consecutive years	Maximum of 126 working days

Leave entails eligibility for parental leave supplement for all working days when the employee receives full parental benefit or full pregnancy benefit, within 18 months after the child's birth or the date of obtaining custody in connection with an adoption.

Comment:

- 1. When calculating duration of employment according to the above, the first day of leave is used as the calculation date.*
- 2. Disbursement for a full working day is paid continuously during the leave period at the same time as the deduction for absence is made.*

Item 2

The parental leave supplement is paid continuously per working day as follows:

For employees with a monthly salary of no more than 10 x price base amount
12
$10 \% \times \frac{\text{monthly pay}}{21}$
For employees with a monthly salary of more than 10 x price base amount
12
$10 \% \times \frac{\text{monthly pay}}{21} + 80 \% \times \frac{\text{monthly salary} - (10 \times \text{price base amount} / 12)}{21}$

In the calculation of parental leave supplement, the following is treated as monthly salary:

- fixed salary supplement per month
- guaranteed minimum commission or similar.

Comment:

1. *If a significant part of the employee's salary consists of variable salary components, the employer and the employee can reach an agreement on the salary figure on which to base the parental leave supplement.*
2. *If the monthly salary changes, the parental salary is based on the earlier salary up to the day when the employee was notified of their new salary.*

Item 3

For salary deductions during parental leave in accordance with this point, the provisions of Section 9 Item 3:2 – 3:5.

Item 4

The parental leave supplement is not paid if the employee is excluded from parental benefit under the terms of the Swedish Social Insurance Code. If this benefit has been reduced, the parental leave supplement shall be reduced pro rata.