

Salaried Employee Agreement

This is a non-official translation of the Swedish collective bargaining agreement Tjänstemannaavtalet för transportbranschen

Parties

- Swedish Road Transport Employers' Association
- The Swedish Bus and Coach Federation
- Swedish Shipowners' Employer Association
- The Swedish Aviation Industry Group*
- Ports of Sweden
- The Salaried Employees' Union (Unionen)
- Swedish Association of Graduate Engineers

*Note

With respect to the Swedish Aviation Industry Group and in relation to the SAS Group, the Swedish Association of Graduates in Business Administration and Economics is a party as well.

and

- The Swedish Security Industry Association (SÄK)
- The Salaried Employees' Union (Unionen)
- The Swedish Organization for Managers (Ledarna) (a party only with respect to SÄK)

Scope of Agreement

Salaried employees of companies associated with Swedish Road Transport Employers' Association, the Swedish Bus and Coach Federation, Swedish Shipowners' Employer Association, the Swedish Aviation Industry Group, Ports of Sweden and The Swedish Security Industry Association.

Term

1 May 2017 – 30 April 2020

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Supplements (in separate printed appendixes):

- Keolis Sverige AB (The Swedish Bus and Coach Federation)
- Merresor AB (The Swedish Bus and Coach Federation)

List of Separate Agreements not Included in the Printed 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)
- Agreement Concerning Social Security for Salaried Employees Serving Abroad
- Agreement on the Right to Inventions by Employees
- Non-compete clauses in employment agreements
- Arbitration rules for the arbitral tribunal in disputes involving inventors and non-compete clauses

For the Swedish Shipowners' Employer Association

- Development Agreement
- Working Environment Agreement

For the Swedish Aviation Industry Group

- Development Agreement

For the Ports of Sweden

- Development Agreement

For the Swedish Security Industry Association

- Development Agreement

§ 1 Scope of the Agreement

1.1 Scope

This agreement comprises salaried employees, except as noted in 1.2 – 1.4, who are employed by companies associated with the Swedish Road Transport Employers' Association, the the Swedish Bus and Coach Federation, the Swedish Shipowners' Employer Association, the Ports of Sweden, the Swedish Aviation Industry Group and the Swedish Security Industry Association, with the additions, exceptions and limitations that are stated by Association in 1.1.1 – 1.1.6.

1.1.1 Swedish Road Transport Employers' Association

For salaried employees employed as traffic school teachers, education managers and traffic school managers, there is a special supplement (Appendix 13). For these salaried employees, it contains terms and conditions which in the cases stated therein deviate from the terms and conditions of this agreement.

1.1.2 The Swedish Bus and Coach Federation

For salaried employees, employed by the companies set forth below, there are special supplements for each respective company. The supplements contain terms and conditions for these salaried employees which in the cases stated therein deviate from the terms and conditions of this agreement.

- Keolis Sverige AB
- Merresor AB.

1.1.3 The Swedish Aviation Industry Group

This Agreement comprises companies associated with The Swedish Aviation Industry Group and which are listed in Appendix 8.

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 with respect to 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.

For salaried employees, employed by the companies set forth in List A of Appendix 8, there are terms and conditions for these salaried employees which in the cases stated therein deviate from the terms and conditions of this agreement.

1.1.4 Ports of Sweden

For salaried employees, employed by the companies associated with Ports of Sweden there are in Appendix 9 terms and conditions for these salaried employees

which in the cases stated therein deviate from the terms and conditions of this agreement.

1.1.5 Swedish Shipowners' Employer Association

For salaried employees, employed by the companies associated with the Swedish Shipowners' Employer Association there are in Appendix 10 terms and conditions for these salaried employees which in the cases stated therein deviate from the terms and conditions of this agreement.

1.1.6 The Swedish Security Industry Association

For salaried employees, employed by the companies associated with the Swedish Security Industry Association, there are in Appendix 11 terms and conditions for these salaried employees which in the cases stated therein deviate from the terms and conditions of this agreement.

1.2 Exceptions

The agreement does not apply to salaried employees in a top management position.

1.3 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 provides a right for the salaried employee to remain in service until the age of 67.

1.4 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.

1.5 Management - Union Membership

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

§ 2 Employment

2.1 Employment until Further Notice

Employment is until further notice unless the salaried employee and the employer have agreed that employment is time-limited or for a trial period.

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 six months, unless the employer and the local salaried employee union representative otherwise agree
- to relieve a temporary work peak
- for school and university students during holidays or other breaks in their studies and upon internships
- 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 decision 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 practicable.

The notice shall however always be made within a week after an employment agreement is made.

2.5 Part-time agreed by collective bargaining for the purpose of retirement

A salaried employee may as from the month the salaried employee turns 62 years of age apply for a right to part-time retirement.

If part-time retirement is granted, the employment constitutes, from the time the part-time retirement enters into effect, part-time employment with the percentage of full working hours that follows from the part-time retirement.

When granting part-time retirement, the employer shall with respect to employees comprised by ITP 2 continue to notify income based on the salaried employee's former percentage of full working hours.

A priority to employment with a higher number of working hours according to § 25 a of the Swedish Act on Security of Employment does not apply to salaried employees with a part-time position due to part-time retirement according to this agreement.

Note

The parties agree that the agreement shall be adapted to legislative rules in effect from time to time regarding pension, e.g., tax rules regarding the taking of pension insurance.

2.5.1 Application and notification

The salaried employee shall apply in writing to the employer for part-time retirement six calendar months before the entry into effect of part-time retirement. The application shall clearly set out the percentage of full working hours that is desired.

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

Not later than two months after the employer has received the application, the employer shall notify the salaried employee and the local union organisation at the company in writing whether the application is granted or not out, unless a deferral has been agreed with the salaried employee. The failure to respond timely

constitutes a breach of a point of order and does not mean that the application shall be considered granted.

The employer may reject the application for part-time retirement if the granting thereof from an objective point of view would constitute a significant disturbance in the operations.

2.5.2 Negotiations and disputes

If an application for part-time retirement has been denied and the salaried employee wishes to have the application tried under the negotiation procedure, the salaried employee shall notify the local union organisation which shall request local negotiations. The dispute shall in such case be deemed to concern part-time pension with the part-time percentage 80 per cent and shall be treated according to the negotiation procedure as follows.

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

If the parties cannot agree in local or central negotiations with respect to the issue of whether part-time retirement under the agreement can be granted without a significant disturbance to the operations, then if the salaried employee wishes to pursue the matter, the local union organisation shall request local negotiations with respect to liability for the employer to pay damages for wrongful application of the agreement.

§ 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. Before undertaking an assignment or spare time activity of a more comprehensive nature, the employee shall therefore 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

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 holiday days in addition to the holiday mandated by law.

Such agreement shall apply to salaried employees in management positions and salaried employees whose working hours are difficult to verify or who have the freedom to schedule their working hours. In other cases, there must be special reasons.

Note

The Parties agree that agreements made before 1 July 2007, comprising three additional holiday days as compensation, shall continue to be valid.

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 subsequent 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 quarters of an hour 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 Cash or Time Off

Overtime work shall be compensated either in cash (overtime compensation) or time off (compensation leave). Compensation 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 to 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 compensation 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:

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

or according to agreement compensation leave by 1 1/2 hours for each overtime hour:

Overtime work at other times

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

or according to agreement compensation leave by 2 hours for each overtime hour.

Monthly salary means the current fixed monthly salary in cash.

With respect to salaried employees receiving a weekly salary, the monthly salary shall be calculated as 4.3 x the weekly salary.

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:

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

Monthly salary means the relevant fixed monthly salary in cash.

The weekly working hours mean the part-time employee's working hours per normal business 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 quarter 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.

§ 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>monthly salary</u> 600
Monday-Saturday from 12 midnight to 7 a.m.	<u>monthly salary</u> 400
Saturday-Sunday from Saturday 7 a.m. to Sunday 12 midnight	<u>monthly salary</u> 300
from 7 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday	<u>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>monthly salary</u> 150

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

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 terms shall apply until further notice and may be revised at the time of the subsequent salary revision.

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

5.6 When the Salaried Employee Has Previously Received Other Compensation

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	<u>monthly salary</u>
	600

The following shall however apply:

from Friday 6 p.m. to Saturday 7 a.m.	<u>monthly salary</u>
	400

from Saturday 7 a.m. to Sunday 12 midnight	<u>monthly salary</u>
	300

from 6 p.m. the day before to 7 a.m. on Epiphany, 1 May, Ascension Day and All Saints' Day	<u>monthly salary</u>
	400

from 7 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday	<u>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>monthly salary</u>
	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.

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 terms shall apply until further notice and may be revised at the time of the subsequent salary revision.

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

§ 7 Emergency Service

7.1 Emergency Service

Emergency service 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 upon 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

Compensation for Emergency Service

Emergency service is compensated per hour of emergency service by	<u>monthly salary</u> 1,400
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The following shall however apply:

Friday-Sunday from Friday 6 p.m. to Saturday 7 a.m.	<u>monthly salary</u> 1,000
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from Saturday 7 a.m. to Sunday 12 midnight of the relevant holiday	<u>monthly salary</u> 700
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from 6 p.m. the day before to 7 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day	<u>monthly salary</u> 1,000
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from 7 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday.	<u>monthly salary</u> 700
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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>monthly salary</u> 350
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Emergency service compensation is paid per working period for not less than 4 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 two hours. Compensation for travel costs in connection with such reporting for service shall be paid.

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 subsequent salary revision.

A party wishing for such an 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. Travel time should be planned in order so that it does not unduly burden the salaried employee with respect to night-time, daily and weekly rest.

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

- a) Travel time compensation **per hour**

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

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

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

- c) 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

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

Monthly salary means the relevant fixed monthly salary in cash.

For salaried employees receiving a weekly salary, the monthly salary shall be calculated as 4.3 x the weekly salary.

For part-time employees the salary shall be calculated so that it corresponds to 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 advanced forward.

9.3 Length of the Holiday

9.3.1 Number of Holiday Days

- 25 holiday days according to the Swedish Holiday Act
- 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 Newly Hired or Promoted 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 Intermittently Working Salaried 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 partial days in the same week, the partially 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 working hours are 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 hours schedule is changed so that the number of working 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) shall be 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. In case of weekly salary, the monthly salary shall be calculated as 4.3 x the weekly salary. 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:

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

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, shift, on-call, emergency, supplements 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.

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

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 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 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. Such payment shall be made at the time the first regular salary payment is made 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.

9.4.7 Holiday upon part-time employment

Holiday leave for a part-time salaried employee whose employment is not intended to last for more than three months and which does not last longer, shall not be scheduled unless this has been clearly agreed at the time of hiring. Holiday compensation shall however be paid.

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 regards 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 exact 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 - 10.3.7 and 10.4 - 10.7.

A new period of illness that starts within five 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 Social Insurance Code (Socialförsäkringsbalken).

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 by medical certificate the reduction in working capacity and the duration of the illness period (Section 8, para. 2 of the Act on Sick Pay).

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

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 the 14th Calendar Day per Illness Period

In case of absence of a salaried employee because of illness, a sick deduction shall be made according to the following:

For illness absence up to 1/5 of the weekly working hours

A full qualifying deduction is made for each hour of absence up to 1/5 of the weekly working hours.

$\frac{\text{monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$

For illness absence over 1/5 of the weekly working hours

A sick deduction is made for each hour by

$\frac{20 \% \text{ of monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$

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

Note

See examples in Appendix 11.

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 % 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 Qualifying Days

The number of qualifying 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 qualifying 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. With respect to salaried employees receiving a weekly salary, the monthly salary shall be calculated as 4.3 x the weekly salary.

The monthly salary includes

- fixed monthly salary in cash plus any fixed monthly salary supplements (e.g., fixed shift 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 variable salary elements, the employer and the salaried employee shall agree 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.

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:

In addition to what is stated in 10.3.5, monthly salary includes also benefits in the form of board or lodging valued according to the directives of the Swedish Tax Agency.

The sick deduction is calculated differently depending on whether the salaried employee's monthly salary exceeds a certain salary limit. This **salary limit** is calculated as

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

Example 2017:

The price base amount for 2017 is SEK 44,800. The salary limit is then

$$\frac{7.5 \times \text{SEK } 44,800}{12} = \text{SEK } 28,000 \text{ for 2017}$$

¹ Translator's note: the "price base amount" (Sw. *prisbasbelopp*) is an indexed amount determined each year under the Social Insurance Code (Socialförsäkringsbalken).

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

A sick deduction is made by

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

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

A sick deduction is made by

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

If the salary is changed, 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.

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 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 and weekly working hours, see 10.3.5.

10.3.7 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 qualifying 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 10.3.7, 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 Social Insurance Code (Socialförsäkringsbalken), 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 Social Insurance Code (Socialförsäkringsbalken), 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 employees who have reached the retirement age, see 1.3.

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 Social Insurance Code (Socialförsäkringsbalken), 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

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

52 x weekly working hours

From the 15th calendar day, deductions shall be made according to 10.3.6 - 10.3.7.

10.7 Miscellaneous

In the application of the provisions of this section, benefits paid according to the Social Insurance Code chapter 43, Personal Injury Protection, shall be equated with the corresponding benefits under the Social Insurance Code regarding National Social Insurance and 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, to the extent this does not inconvenience the operations of the company.

11.2 Leave of Absence for Rehabilitation

A leave of absence in order to try other work should be granted for rehabilitation purposes. The leave shall be limited to six months but may be prolonged upon agreement between the employer and the salaried employee.

11.3 Unpaid Leave, Leave for a Full 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 leave mandated by law, e.g., education or parental leave.

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.

11.3.1 Salary Deduction for the Full-Time Employed, Full 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.

11.3.2 Salary Deduction for the Part-Time Employed, Full 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:

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 per week

4

Deduction

monthly salary

16.8

3.5

monthly salary

14.7

3

monthly salary

12.6

2.5

monthly salary

10.5

2

monthly salary

8.4

"Number of work days per week" means the number of work days per normal business week calculated as an average per month.

11.4 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.

11.5 Monthly Salary

Monthly salary means the current monthly salary. The following shall be included in the salary in addition to the fixed monthly salary

- fixed monthly salary supplements (e.g., fixed shift 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 or settlement periods, the entire monthly salary of the salaried employee shall be deducted for each of such calendar months or settlement periods.

11.6 Parental Pay

11.6.1 Preconditions for Parental Pay

A salaried employee who is on 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.

The term “in connection with” means that the leave of absence must take place within 18 months.

11.6.2 Amount of Parental Pay

The parental pay deduction shall be calculated in different ways depending on whether the salaried employee’s monthly salary is more or less than a certain salary limit. This salary limit shall be calculated as

$$\frac{10 \times \text{pbb}}{12}$$

Example 2017:

The price base amount for 2017 is SEK 44,800.

The salary limit will accordingly be:

$$\frac{10 \times \text{SEK } 44,800}{12} = \text{SEK } 37,333 \text{ for 2017}$$

For salaried employees with a monthly salary of **not more than** the salary limit, a daily parental pay deduction 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 daily parental pay deduction shall be made by:

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

For definitions of monthly salary and weekly working hours, see 10.3.5.

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

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

If the salaried employee has been employed for two but not three consecutive years, the parental pay shall constitute

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

If the salaried employee has been employed for three but not four consecutive years, the parental pay shall constitute

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

If the salaried employee has been employed for four but not five consecutive years, the parental pay shall constitute

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

If the salaried employee has been employed for five but not six consecutive years, the parental pay shall constitute

- five monthly salaries minus 150 parental pay deductions calculated per day according to this clause.

If the salaried employee has been employed for six consecutive years or more, the parental pay shall constitute:

- six monthly salaries minus 180 parental pay deductions calculated per day according to this section.

Parental pay shall be paid only for two periods of absence unless otherwise agreed between the employer and the salaried employee. If the leave were to be shorter than one, two, three, four, five or six months, parental pay shall not be paid for a longer time than the leave comprises.

11.6.3 Payment of Parental Pay

The parental pay shall be paid out on a continuous monthly basis at the time of the ordinary salary payment occasion for the duration of the parental pay period.

11.6.4 Reduction of Parental Pay

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

Remark

An application for parental leave for the period 1 June to 31 August of each year should be submitted in connection with the holiday application to the employer, i.e., normally not later than 1 March.

11.7 Leave With Temporary Parental Pay

11.7.1 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:

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

If a period of leave comprises one or more full calendar months or settlement periods, the salaried employee's full salary shall be deducted for each of the calendar months or 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 and this fully affects the salaried employee's compensation from the social insurance office (temporary parental benefits), deductions on the basis of the former salary deductions shall be made until the day the salaried employee is notified of his new salary.

11.7.2 Monthly Salary

Monthly salary means

- fixed monthly salary in cash plus any fixed monthly salary supplements (e.g., fixed shift 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 salary deduction shall be made.

§ 12 Salary for Part of a Salary Period

If a salaried employee commences or terminates his employment during a calendar month, the salary shall be calculated in the following manner:

For each calendar day that the employment comprises, one daily salary shall be paid.

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

§ 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 13.4.3 - 13.4.8.

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
4 years and more*	3 months*

*** Note**

Implemented in the agreement on 1 May 2016. If the employer and the employee have made an agreement for a different notice period, it shall apply.

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 set forth in 13.3 or follows from 13.4.3 - 13.4.8.

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

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 continuously employed for at least 10 years, the notice period shall be extended by six months. Such extension of the notice period shall however not be made beyond the day the salaried employee turns 65.

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

For salaried employees hired before 1 January 1998, the notice period for termination shall not be less than set forth in the tables below, unless otherwise agreed or follows from 13.4.3 - 13.4.8.

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	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

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 continuously employed for at least 10 years, the notice period shall be extended by six months. Such extension of the notice period shall however not apply beyond the day the salaried employee turns 65.

13.4 Miscellaneous Provisions Upon Termination

13.4.1 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 closed for holidays shall be considered given the day after the holiday closing has ceased.

13.4.2 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).

13.4.3 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.

13.4.4 Notice Period Upon Employment for a Trial Period

During employment for a trial period, each of the employer and the employee has a notice period of termination of 14 days.

13.4.5 Termination of Time-limited Employment

Time-limited employment may be terminated before the end of the term by notice by either party. The notice periods for termination set forth in 13.1 and 13.2 of the agreement apply. Termination by the employer requires a valid reason according to the Act on Security of Employment.

With respect to time-limited employment for not more than six months, such employment may however be terminated before the time intended at the time of hiring, by the employer or salaried employee providing written notice. Such employment shall terminate two weeks after the salaried employee has provided written notice to the employer. The corresponding time for the employer is one month.

13.4.6 Termination of Employment at the Age of 67 and Note on Agreed Pension Age (65)

The employment shall terminate without notice at the end of the month when the employee reaches the age of 67, 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.

Note

The employer should, well in advance of the beginning of the month during which the employee turns 65 – which is the agreed retirement time under the ITP plan – ask the salaried employee whether he or she would like to end his or her employment at the retirement age under the ITP plan, or instead use the right to remain in employment until the age of 67.

13.4.7 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, the notice period is one month for both the employer and the salaried employee. 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.

13.4.8 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.

13.4.9 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.

13.4.10 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.

An employee has upon termination of employment the right to an employer's certificate for the Swedish Unemployment Insurance Office. The employer's certificate shall be issued without undue delay.

13.4.11 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, regarding the order of termination or rehiring 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 redundancy or rehiring may be tried in accordance with law, observing the applicable negotiation procedure.

§ 14 Negotiation Procedure

14.1 Consensus on Avoidance of Disputes²

The starting point of the parties is that the employer and the salaried employees through constructive discussions characterised by mutual consideration, will arrange their common affairs and in that manner attempt to avoid disputes. In case any dispute arises, the parties agree on the following negotiation procedure.

The aim of the negotiation procedure is for the parties, primarily the local parties and secondarily the central parties, in the same spirit to resolve the disputes within the framework of the negotiation procedure. In this manner, we will also in the future be able to maintain the good tradition of as far as possible avoiding judicial dispute resolution and thereby contribute with efficient and pragmatic dispute resolution for the mutual benefit of the employees and the companies.

The negotiation procedure comprises all salaried employees who are employed by BA, SARF, SFB, SBF, SH and SÄK³ members.

14.2 Duty to Maintain the Peace

The parties agree that there is a duty to maintain the peace regarding employment terms and other relations between the parties during the term of the agreement on salaries and general terms of employment between BA, SARF, SFB, SBF, SH, SÄK and Unionen/ The Swedish Association of Graduate Engineers / The Swedish Organization for Managers (Ledarna).

² If negotiations between a member company and the employee party at the company concern the manner in which one or more salaried employees are performing their duties or relate to the workers, then Unionen/ The Swedish Association of Graduate Engineers / The Swedish Organization for Managers with respect to BA/SARF/SFB/SBF and SH, and Unionen/Ledarna with respect to SÄK has the right to request to be present at the negotiations for the purpose of obtaining information that may be of significance in order to safeguard the interests of the individual member. This is in accordance with the practice under the negotiation procedure previously in effect and does not mean that the salaried employee party is able to prevent separate deliberations between the member company and the employee party.

³ The parties agree that external union organisations may not invoke the negotiation procedure vis-a-vis BA, SARF, SFB, SBF, SH, SÄK members.

Note

The parties agree that this provision shall not affect the right to undertake sympathy actions according to Section 41 of the Co-Determination Act.

14.3 Negotiation obligation

In case of a legal or interest dispute regarding employment terms or otherwise regarding the relationship between the parties, then negotiations shall be undertaken in the order set out in this agreement.

Note

The parties agree that all disputes where the employment relationship is a necessary precondition for a legal claim are comprised by the negotiation procedure.

An individual salaried employee who without support by Unionen would like to bring an action regarding an agreement between the employer and the individual salaried employee or under law without there also being issues concerning collective bargaining agreements, has the right to refrain from negotiations according to the negotiation procedure, however the negotiation procedure must be fulfilled if negotiations in the dispute have been commenced.

Note

Collective bargaining agreements contain rules preventing actions according to the Torts Act. The above-stated regulation does not concern these rules.

Salaried employees who, according to the above, choose to commence action without negotiations according to the negotiation procedure, shall in relation to the time to bring action observe the following. If the action concerns a claim under a legislative act containing rules regarding special statutes of limitation, the rules of such act shall be applied. In other cases, action shall be commenced within four (4) months after the salaried employee has become aware of the factual circumstances that the claim is based on and not later than two (2) years after the factual circumstances have occurred. If the action is not commenced in time as stated in this Section, then the salaried employee has lost his or her claim.

14.4 Negotiations at a local and central level

Negotiations are first undertaken at a local level (local negotiations) and thereafter, if no agreement is reached, at a central level (central negotiations).

Local negotiations are held between the parties at the workplace.

Central negotiations are held between the parties at the association level.

14.5 Payment disputes and disputes concerning obligation to work

The provisions of 14.6 - 14.8 and 14.11 - 14.12 in relation to disputes and commencing action shall not apply to disputes set out in Sections 34 and 35 of the Co-Determination Act. In such disputes, the provisions of Section 37 of the Co-Determination Act shall apply.

Note

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

14.6 Request for local negotiation

If a legal dispute arises regarding cancellation of a termination or summary dismissal, the party wishing to bring action shall request local negotiations. The request must reach the counterparty no later than two (2) weeks after the notice of termination or dismissal. If the salaried employee has not received such a declaration of cancellation action as referred to in Section 8, second paragraph or Section 19 second paragraph of the Act on Security of Employment, the deadline is however one (1) month and is calculated from the date of termination of employment.

If a party does not request a negotiation within the time specified in the first paragraph, the party has lost its right to negotiate the matter.

If a dispute arises other than that as referred to in the first paragraph, local negotiations shall be requested as soon as possible. The request must reach the counterparty no later than four (4) months after the party requesting a hearing is deemed to have been aware of the factual circumstances on which the dispute is based.

If a party does not request negotiations within the time specified in the third paragraph, the party has lost its right to negotiate the matter. This also applies in any event in such disputes if negotiations are requested more than two (2) years after the occurrence of the factual circumstances or, in the event of a prohibited fixed-term employment, more than one month after the expiration of the employment.

Note

With respect to undisputed salary or other compensation that is due for payment, the legally mandated statute of limitations shall apply. In relation to the ability to undertake a so-called collection blockade, Section 41 second paragraph of the Co-Determination Act shall apply.

14.7 Request for Central Negotiations

If the parties do not agree on the resolution of a dispute at the local negotiations, a party who wishes to pursue the dispute shall request central negotiations with the counterparty.

In disputes concerning cancellation of a termination or summary dismissal, the request must reach the counterparty no later than two (2) weeks after the day the local negotiations were concluded. This two (2)-week rule shall enter into effect on 1 April 2018. Until then, the deadline is two (2) months.

After local negotiations under Section 11 or 12 of the Co-Determination Act the request must reach the counterparty no later than one (1) week from the day the local negotiations were concluded. The same applies in relation to disputes regarding confidentiality under Section 21 of the Co-Determination Act and to so-called contractor negotiations under Section 38 of the Co-Determination Act.

In a dispute other than referred to in the third paragraph, the request for central negotiations shall be made urgently. The request must reach the counterparty no later than two (2) months from the day the local negotiations were concluded.

If a party does not request negotiations within the time specified in the second, third or fourth paragraph, the party has lost its right to negotiate the matter.

14.8 The time within which local or central negotiations must be initiated

If a request for negotiations has been made within the stipulated time, the negotiations shall commence as soon as possible, but no later than two (2) weeks from the date of the request. The parties may in specific cases agree on a longer period of time.

14.9 Negotiation minutes

If requested, minutes shall be taken at the negotiations. The minutes shall be prepared promptly and be certified by the parties.

14.10 How negotiations are concluded

Local or central negotiations are concluded when the parties agree that one party has given the other party a clear message that he considers the negotiations to be concluded.

If minutes are kept, a note of when the negotiations concluded shall be made in the negotiation minutes.

14.11 Legal effect of ongoing negotiations and loss of negotiation right

The parties may not undertake any legal or other action by reason of the dispute before negotiations have been concluded. This shall not however apply if a party by refusing to negotiate has impeded negotiations according to the negotiation procedure.

A party who under the provisions of this negotiation procedure has lost his or her right to negotiations may not take action by reason of the dispute.

14.12 Commencing action

A party who after concluded negotiations would like to proceed with a legal dispute must commence action. In a dispute concerning cancellation of a termination or summary dismissal or a declaration that a certain time-limited employment is prohibited and that the employment shall be until further notice, action must be commenced within two (2) weeks from the day when central negotiations were concluded and in other disputes within four (4) months from such day. If the dispute concerns a duty of confidentiality under Section 21 of the Co-Determination Act, action must be commenced within ten (10) days from the day when central negotiations were concluded.

If action is not commenced within the times stated in the first paragraph, the party has lost its claim.

14.13 Miscellaneous

In case of breaches of the duty to maintain the peace and in relation to interim orders, action may be brought without preceding negotiations.

§ 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 by a central party
- 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 whom 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 for general terms and conditions of employment is valid in its present wording from 1 May 2017 to 30 April 2020. The Agreement may be terminated no later than three months before 30 April 2020. The Agreement shall thereafter be extended by one year at a time unless terminated by at least three months' notice before 30 April. The Salaried Employees' Union (Unionen) has the right to terminate the agreement in its entirety. The Swedish Association of Graduate Engineers may terminate the agreement on its own behalf.

If a party not later than on 31 October 2018 has terminated the agreement, it shall terminate on 30 April 2019. Such termination may be made only if the corresponding termination has been made of the Industrial Agreement between the Association of Swedish Engineering Industries and Unionen.

On behalf of

Swedish Road Transport Employers' Association

The Swedish Shipowners' Employer Association

The Swedish Aviation Industry Group

The Swedish Bus and Coach Federation

Ports of Sweden

The Swedish Security Industry Association

Torbjörn Granevörn

Salaried Employees' Union

Gert Moberg

The Swedish Association of Graduate Engineers

Mats Rosén

The Swedish Organization for Managers

Madeleine Warghusen

Appendix 1 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.

By this agreement the parties have derogated 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 EC Directive 2003/88/EEC.

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

1.2 Individually agreed Exceptions

Salaried employees, who make an agreement that the right to overtime compensation shall be replaced by a longer holiday and/or higher salary, may make an agreement that they shall be exempted from the application of this agreement.

For other salaried employees than those in management positions, salaried employees whose working hours are difficult to verify or who have the freedom to schedule their working hours, however, an agreement may be made only for exceptions from the application of §§ 2–4 and 9 of this agreement (rules regarding regular working hours, overtime, on-call time and records on overtime, overtime for part-time employees and on-call time).

Note

Also with respect to salaried employees who individually enter into agreements on exception from the application of the working hours agreement entirely or partially, it is a mutual interest for the employer and the local salaried employees' union to have an idea of the extent of the working hours. If the local salaried employees' union so requests, the local parties shall jointly establish a suitable basis to assess the working hour volume for these salaried employees.

§ 2 Regular Working Hours

2.1 Duration and Limitation Period

Regular working hours may not exceed 40 hours on an average per normal business week during a limitation period of four weeks or a calendar month.

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

Note – with respect to the Swedish Aviation Industry Group and Traffic Schools

For companies associated with the Swedish Aviation Industry Group and listed in agreement appendix 8 List A and with respect to salaried employees hired as driving instructors, training managers and driving school managers in accordance with appendix 12, the following first paragraph shall apply instead.

”Regular working hours may not exceed 40 hours on an average per holiday-free week during a limitation period of four weeks or one calendar month”.

2.2 Local Agreement on Other Limitation Period or Extent of the Ordinary Working Hours

Upon special circumstances, the employer and the salaried employee union may make a written agreement for a different limitation period or scope of regular working hours for a certain salaried employee or group of salaried employees. The limitation period may be agreed for a maximum of up to 12 months.

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

When scheduling the working hours, both the operations’ need and the salaried employee’s need and wishes regarding length of the working hours and scheduling shall be considered. The intention shall be to take into consideration as much as possible the salaried employee’s ability to combine work with family life and other social life.

If the salaried employee’s wishes cannot be provided for, the employer shall on request state the reason for this.

In case of changes to the scheduling of the salaried employee’s working hours, a reasonable transition period, however at least 14 days, shall be observed.

Working hours shall normally be scheduled consecutively, with breaks not exceeding 90 minutes. Split shifts shall to the greatest extent be avoided and the need shall be balanced against the employee’s ability to combine work with family and other social life. If the needs of the operations, according to the employers, are such that they call for split shifts, the employers shall initiate negotiations according to the negotiation procedure (notwithstanding § 14.6).

If an agreement has not been reached after local and central negotiations, a party may refer the matter to a special arbitral tribunal according to the negotiation procedure of the Agreement. The arbitral tribunal shall resolve on a recommendation in the matter. In case of such an issue, the tribunal shall consist of one representative of each party and an impartial chairman agreed on by the parties.

Note:

The above provision shall enter into effect on 1 October 2010. Local agreements already made shall not be affected.

§ 3 Overtime and Overtime for Part-Time Employees

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.

Time used to perform necessary preparation and finalization work which is a normal part of the salaried employee's work is not considered as overtime work.

When calculating performed overtime work, only full quarter hours are counted.

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.

3.2 Overtime for part-time employees

Overtime for part-time employees means such working hours for a part-time employee that exceed the salaried employee's ordinary working hours according to the contract of employment. Overtime work for part-time employees shall be deducted from the overtime scope. When calculating overtime for part-time employees, time off during regular working hours or on-call time shall not in any case be calculated as performed working hours.

3.3 General Overtime

When there are special needs, general overtime may be taken out by not more than 150 hours per calendar year. When calculating overtime, time off during regular working hours or on-call time shall not in any case be calculated as performed working hours.

General overtime may be taken out of up to 48 hours during a period of four weeks or 50 hours during a calendar month.

3.4 Return of Overtime

If overtime work is compensated by leave according to the Salaried Employees Agreement, the corresponding number of hours shall be brought back to the overtime scope according to 3.3 above (general overtime).

If the employer and the salaried employees' union have not agreed otherwise, not more than 75 hours may be brought back to the overtime scope during a calendar year.

The employer and the local salaried employees' union may agree that leave time that constitutes compensation for overtime work shall be scheduled during a certain time period.

Example

A salaried employee is performing overtime work, four hours, on a weekday evening. These overtime hours are deducted from the overtime scope according to 3.3. An agreement is made that the salaried employee shall be compensated with time off (compensation leave) for six hours (4 hours x 1.5 = six hours compensation leave).

When the compensation leave has been taken out, the four hours which have been compensated through the leave, shall be brought back to the overtime scope according to 3.3.

3.5 Extra overtime and overtime for part-time employees

In addition to what has been stated above, when there are exceptional reasons, additional overtime or overtime for part-time employees may be taken during the calendar year. Extra overtime or overtime for part-time employees may be taken out with at the most 125 hours upon local agreement and additional 75 hours upon central agreement.

3.6 Emergencies

In case an unforeseeable act of nature or accident or any other comparable circumstance has caused interruption in the operations or entailed immediate danger for such an interruption or damage to life, health or property, overtime performed for that reason shall not be taken into consideration when calculating general or extra overtime according to above.

If there is a local salaried employees' union at the workplace, it shall as soon as possible be advised that emergency work is taken out.

§ 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 Local agreement on other limitation periods

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

§ 5 Total working hours

Total working hours consist of regular working hours, overtime, overtime for part-time employees and on-call time. When calculating the total working time also holiday and sick leave during the time when the salaried employee should have worked, are considered as performed working hours.

The total working hours may not exceed 48 hours per week on an average during a limitation period of at the most four months. The limitation period may be calculated in weeks.

By local agreement it may be decided that the limitation period instead shall be longer, however not more than 12 months. Such an extension requires that the salaried employee will be compensated with leave or is granted suitable protection.

§ 6 Night work

The period between 10.00 p.m. and 06.00 a.m. is considered 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. Holiday and sick leave during the time when the salaried employee otherwise would have worked, are considered as performed working hours.

Working hours for night-working salaried employees may during each period of 24 hours not exceed eight hours on an average, during the limitation period that applies to the total working hours of the salaried employee. In addition, § 5 about 48 hours' total working time on an average during a certain limitation period shall also apply to night-working salaried employees.

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 temporary 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.

§ 7 Breaks and meal breaks

7.1 Breaks

An interruption in the daily working hours, when the salaried employee is not obliged to remain at the workplace, is considered a break.

Breaks shall be scheduled so the salaried employee does not perform work more than five hours in a row.

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 into consideration.

7.2 Pauses

The work shall be organized in a way that the salaried employees are able to make pauses in addition to the breaks. If the working conditions so require, the employer shall in advance state the length and scheduling of the pauses as carefully as the circumstances permit. The pauses are part of the working hours.

7.3 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.

§ 8 Rest

8.1 Daily rest

Salaried employees shall be given at least 11 hours' continuous rest per 24-hour period calculated from the beginning of the work period. Thus another 24-hour period may start if the daily rest has been fulfilled, even if the previous one has not expired.

As an alternative, a fixed 24-hour period may be applied.

The employer may not freely switch between the alternatives. The transition from one alternative to another must be preceded by negotiations according to the Act on Co-determination.

The daily rest should be scheduled so the time between 12.00 midnight and 5.00 a.m. is included. Work that because of its nature, public needs or other special circumstances must be carried out between these hours may be performed during that time.

Temporary deviations may be made if caused by special circumstances not foreseeable by the employer. Such a deviation presumes that the salaried employee will be compensated with corresponding leave, i.e., hour for hour corresponding to the shortening of the rest. The leave shall, if possible, occur in connection with the time of the deviation, however, not later than within a week from when the rest was shortened. In those cases when the compensating leave is scheduled at regular working hours, no salary deduction shall be made.

Local agreements may be made on other deviations. Such agreements shall state when and how deviations may be made and how compensation for the deviations shall be made.

8.2 Weekly rest

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

Temporary deviations may be made if caused by special circumstances not foreseeable by the employer. Such a deviation presumes that the salaried employee will be compensated with corresponding leave i.e. hour for hour corresponding to the shortening of the rest. The leave shall, if possible, occur in connection with the time of the deviation, however, not later within a month from when the rest was shortened. In those cases when the compensating leave is scheduled at regular working hours, no salary deduction shall be made.

In connection with emergency service the rest may be calculated as an average during a period of two months.

Local agreements may be made on other deviations. Such agreements shall state when and how deviations may be made and how compensation for the deviation shall be made.

§ 9 Records on overtime, overtime for part-time employees and on-call time

The employer shall keep the notes that are required to make the calculations of overtime and overtime for part-time employees according to Section 3 and on-call time according to Section 4. The salaried employee, the local salaried employee

union or representatives of the central employee union have the right to review these notes.

§ 10 Negotiation Procedure

The negotiation procedure of the Salaried Employee Agreement shall apply to this agreement.

§ 11 Agreements according to the working time agreement

11.1 Local agreements

Local agreements made on the basis of this agreement shall be in writing.

11.2 Termination of agreements

Agreements according to this agreement may be terminated by the parties to each respective agreement. If the parties have not otherwise agreed, agreements according to this agreement shall apply until further notice with a three-month notice period for termination. With respect to agreements according to 2.2, notice of termination shall however be given not less than three months before the end of the term.

If either party wishes for a local agreement or the right to make local agreements, respectively, to remain, the party shall forthwith demand that negotiations to this end be held during the notice period. The association parties may extend the notice period for a local agreement in order to enable negotiations according to the negotiation procedures to be concluded prior to the termination of the agreement.

§ 12 Term

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

If this agreement terminates, also local agreements made on the basis of this agreement shall terminate.

Appendix 2 Agreement on Continuing Education

1. Aim

The competitiveness of businesses within the service industry is increasingly dependent on qualified employees. In order for the business to develop, continuous and planned continuing education of the employees is necessary.

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

A continuing development of the company and the employees create prerequisites for profitability and more secure 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 preconditions herefor. Women and men shall be granted the same possibility for continuing education.

3. Continuing Education 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, as the case may be in consultation with the local union organisation / union representative in the company. The analysis requires the cooperation and involvement 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.

Surveys of the individual employees' educational needs and the planning of suitable actions shall be made in cooperation with the employee.

Employee reviews and workplace 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 to results and competence. Employee reviews should be conducted as a means to obtaining a basis for the evaluation of continuing education efforts.

Appendix 3 Rules for salary setting (applies only to Unionen and the Swedish Association of Graduate Engineers)

Starting Points

Companies that are profitable and that develop create the economic preconditions for salary development in real terms.

It is of great importance for the development and competitiveness of the companies that they are able to retain employees with the right competence, who throughout their professional lives are granted the opportunity to and motives for a purposeful development of their individual competence. If there are salaried employees for whom the development of competence and salary is unfavourable, particular attention shall be paid to them.

As the case may be, the local parties may initiate negotiations to review the meaning of the agreement for the purpose of clearing up any ambiguities.

The Individual Salary System

Salaries shall be individual and differentiated.

Market forces and the local parties' opinion about a certain salary structure at the company will also affect the salaries. Each salaried employee shall be aware of the basis on which the salary is determined and the requirements that apply in order to achieve salary increases.

The employer and each salaried employee are jointly responsible for continuing education. Increased knowledge and experience lead to the salaried employee being able to develop to perform work assignments that are more qualified and require more responsibility.

It is of great importance that the consideration of the factors that affect the salary of each salaried employee is made on as objective a basis as possible. The factors underlying the individual salary setting shall be neutral in terms of gender.

Evaluation talks should be a means of achieving a basis for the consideration of the development efforts and salary adjustment of the salaried employees.

Salary Setting, General

It is of great importance that the company has a well-developed and accepted salary policy.

The salaried employee's salary shall be determined on the basis of:

- the contents of the working assignments, their degree of difficulty and ensuing responsibility and

- the salaried employee's performance and way of fulfilling the demands made
- knowledge and experience
- ability to lead, take initiative and co-operate, and
- the salaried employee's wealth of ideas and pedagogical knowledge.

Salary Increases

Salary increases for individual allocation shall be allocated on the basis of the rules of this appendix.

If a salaried employee has been given work assignments that are more qualified and require more responsibility, this shall result in a salary increase in addition to the general salary scope.

Salary setting in case of new employment and promotion

The company should, within the framework of its salary policy, cooperate with its local union organization, if any, regarding the principles for how salaries are to be set in case of new employment and changed working conditions/promotions.

The starting salary shall be set on par with equivalent positions within the company and be determined according to the rules of this appendix and the salary policy of the company on the basis of competence (education and experience) and the effect of the market forces.

A salaried employee who has been given wholly or partially new work assignments that may be considered as a promotion shall receive a salary increase separately from the salary agreement. Such a salary increase shall normally be made in connection with the promotion.

Salary Conditions

There shall be a difference in salaries between salaried employees in a management position and subordinate personnel who are not in a specialist position. Upon salary setting and salary comparisons also benefits in addition to salary shall be considered.

The basic principle is that men and women shall have equivalent salary for work that is equivalent or that can be considered equivalent, unless the differences in salaries are a result of factors that apply to the individual salary adjustment.

Salaried employees with a long experience within the company in their work/profession shall not have an unfavourable salary development in relation to salaried employees with shorter experience.

Salaried employees who have been or are on parental leave shall not, because of the leave, have a disadvantageous salary development in relation to other salaried employees at the company.

As to salaried employees, who do not receive an acceptable salary increase, separate discussions shall be held between the manager determining the salary and the employee about the latter's conditions for the work assignments and the general work conditions, the need for competence-increasing efforts or other purposeful actions.

Appendix 4 Salary Adjustments

Unionen 2017-2019

1 Salary increases

1.1 Calculation of the scope for individual salary increases on 1 May 2017, 1 May 2018 and 1 May 2019

A general scope is calculated as 2,0 per cent, of the sum of fixed cash salaries for salaried employees on 30 April 2017.

A general scope is calculated as 2,0 per cent, of the sum of fixed cash salaries for salaried employees on 30 April 2018.

A general scope is calculated as 2,0 per cent, of the sum of fixed cash salaries for salaried employees on 30 April 2019.

1.2 Allocation of individual salary increases

The scope formed according to the above shall be allocated individually, in consideration of the rules for individual salary setting that are set forth in Appendix 3 to the collective bargaining agreement.

Individual salary increases shall be paid from 1 May 2017, 1 May 2018 and 1 May 2019.

1.3 Improved salary process

At the annual goal conference, individual goals will be set for the employee. The supervisor and the employee will discuss individual competence development on the basis of the competence requirements of the company. The conference should also consider the requirements, degree of difficulty and responsibility of the employee's assignments. The result of the development and goal conference shall be documented.

Members of Unionen shall partake in the salary adjustment in accordance with the principles stated by the parties in this agreement. The starting point is that everyone contributes to the company's development and therefore shall have a share of the salary development.

A salary conference shall be held annually between the salary-setting manager and the salaried employee. The starting point for these talks shall be the salary principles of this agreement and, as the case may be, the company's salary-setting principles.

A member who fails to achieve set goals may in such a year have salary development that is significantly below that of other members or have no salary development at all.

- The employer shall account to the union organisation for the members who have no salary development or a salary development that is clearly below that of other members at the company and the reasons therefor.
- With respect to these members, the employer shall call the local union organisation to special negotiations regarding the individual's preconditions for the tasks and the present working conditions, required competence-improving actions or other suitable actions. These negotiations shall be documented.
- The local parties shall consult regarding the future salary development of these members. In that connection, the parties shall make an assessment of what the member would have received in the salary review if the goals had been achieved. In the follow-up, an assessment shall be made whether the actions taken have led to improved results and if the member fulfils set goals. The parties should then make an agreement that the member may partake in the raise that the above-mentioned assessment would have resulted in. If the local parties cannot agree on the application, the central parties should be consulted.

If a member two years in a row risks getting a raise that is significantly lower than that of the other members at the company, the employer shall request local negotiations in advance thereof.

Note

1. The meaning of a salary development that is significantly below that of other members shall in case of disagreement be finally settled by the central parties.
2. The improved salary process shall replace the individual guarantee.
3. Goal and salary conferences may be held on the same occasion.
4. The parties agree that clause 1.2. is not applicable to the situations where a salaried employee's responsibilities have been reduced with maintained salary.

1.4 Minimum salaries

After the salary review of 1 May 2017, salaries shall amount to

- not less than SEK 16,820 per month for salaried employees having reached the age of 20 but not the age of 24 not later than 30 April 2018.
- not less than SEK 19,965 per month for salaried employees having reached the age of 24 not later than 30 April 2018.

After the salary review of 1 May 2018, salaries shall amount to

- not less than SEK 17,156 per month for salaried employees having reached the age of 20 but not the age of 24 not later than 30 April 2019.

- not less than SEK 20,364 per month for salaried employees having reached the age of 24 not later than 30 April 2019.

After the salary review of 1 May 2019, salaries shall amount to

- not less than SEK 17,499 per month for salaried employees having reached the age of 20 but not the age of 24 not later than 30 April 2020.
- not less than SEK 20,771 per month for salaried employees having reached the age of 24 not later than 30 April 2020.

In order to reach the applicable salary amount, the salaried employee's contribution to the scope shall be used. If this amount is not sufficient to reach the salary amount, the remaining part shall be added outside the available scope of salary increases.

The noted minimum salaries are for full-time employed salaried employees. In the application of these amounts to part-time employees, the amounts shall be recalculated in proportion to the percentage of full time that the part-time employment constitutes.

For the purposes of this provision, "salary" means

- fixed cash salary
- in-kind benefits in the form of meals or housing in accordance with the guidelines of the Swedish Tax Agency
- in the case of commission, bonus salary and similar variable salary forms: the average value thereof in accordance with the norms that apply under the ITP Agreement for determination of pension-qualifying salary.

The stated salary amounts apply also to substitutes, which are otherwise exempt under clause 2.2 from the application of the salary agreement.

1.4 Introductory Salary

An introductory salary may be applied on the condition that

- an introduction and training program as well as time plan have been approved by the local union organisation and
- the salaried employee lacks experience of the relevant work assignments.

Introductory salary for newly hired employees who when commencing employment are of the ages of 20-23 years and who will undergo planned training in connection with the work shall amount to not less than 75 % of the minimum salary for a salaried employee having reached the age of 20. Introductory salary may be paid for not more than 12 months or for the agreed introductory period, whichever is shorter.

1.5 Contract Salary

The salary agreement shall be applied also to salaried employees with contract salary, unless it is evident from the circumstances that this was not the intent upon the initial execution or renewal of the contract.

1.6 Commission

Guaranteed commission amounts paid to salaried employee who are compensated entirely by commission shall be increased by 2.0 percent from 1 May 2017, by 2.0 percent from 1 May 2018 and by 2.0 percent from 1 May 2019.

2 Scope

2.1 Salaried Employees Comprised

This salary agreement comprises salaried employees who have commenced their employment with the company not later than the date of the respective salary adjustment.

2.2 Exemption of Certain Categories

The salary adjustment does not comprise a salaried employee who on the day of the salary adjustment

- has not reached the age of 18, or
- is employed as a substitute or as a trainee or otherwise for a certain period, a certain season or a certain work and whose employment has not lasted for a continuous period of 6 months, or
- is employed for a trial period and has not transferred directly from other employment in which he was comprised by the salaried employee agreement on general terms and conditions, or whose employment has not lasted for a continuous period of 6 months or
- who remains in service with the company after having reached pension age or has been hired by the company after having reached the pension age applied at the company.

An agreement may be made for a salary increase to be payable to a salaried employee, who according to the above is exempt from the salary agreement. In that connection, the provisions of this agreement shall be used as a guideline.

If a salaried employee, who on the day of the salary adjustment, was employed as a substitute or for a trial period and who according to the first paragraph above is not comprised by the salary adjustment, obtains employment with the company until further notice during the term of the agreement, the provisions of this agreement shall be used as a guideline upon determination of the employee's salary.

A salaried employee, who on the day of the salary adjustment, is on a leave of absence for at least three months going forward for any other reason than illness or

parental leave, is exempt from this salary agreement unless otherwise agreed. When the salaried employee returns to work, the salary shall be determined according to the same norms that have applied to other salaried employees at the company according to this agreement.

2.3 Salaried Employees Whose Employment Has Terminated

A salaried employee who leaves his or her employment on the day of the salary adjustment or later and has not received a salary increase under clause 1 shall notify the company of his or her claim in this regard not later than within one month after the salaried employees at the company have been notified that the salary adjustment has been effected. If the salaried employee fails to do so, this salary agreement no longer entails a right for him or her to a salary increase.

2.4 Newly hired salaried employees

If the company and a salaried employee not more than six months before the salary review date have agreed on employment and a certain salary and they have furthermore expressly agreed that the agreed salary shall apply regardless of the next salary review, the salaried employee shall not be comprised by the salary agreement that year.

2.5 Salary Adjustment Already Made

If the company in anticipation of this salary agreement has already granted general and/or individual salary increases, these shall be deducted from what the salaried employee shall receive in the application of this salary agreement unless otherwise expressly agreed by local agreement.

2.6 Salaried employees with a new position in certain cases

For the time period during which a salaried employee's responsibilities have been reduced with maintained salary (under clause 1.2 note 4, see above), his or her salary amount shall not form a part of the scope for calculation of individual raises.

3 Rules of Application

3.1 Calculation of the scope for salary increase

In cases where a company has operations in different towns, or if a company has several operating entities in the same town, a scope for salary increases shall be calculated with respect to each unit separately. If it has been a clear custom at the company or if a local agreement has been made to that effect, then the scope for salary increase shall instead be calculated on the basis of the company as a whole.

3.2 Retroactive Recalculation

In case this salary agreement is applied retroactively, the following shall apply regarding salary deductions for sick leave etc., leave of absence and paid-out overtime compensation.

Individual recalculation of sick leave deductions etc. shall be made in accordance with the following:

A sick leave deduction through the 14th calendar day shall be recalculated retroactively.

No retroactive recalculation shall be made for sick leave deductions from the 15th calendar day, except to the extent the salary increase has been taken into consideration at the time the sick pay was determined.

A deduction for leave of absence shall be recalculated retroactively. The recalculation shall be made individually.

Overtime compensation shall be recalculated retroactively. The recalculation shall be made by the average salary increase for salaried employees at the company, unless a local agreement is made to the effect that the recalculation shall be made individually for each salaried employee.

3.3 Change in Working Hours

If the length of the working hours of the salaried employees at the company or certain of them is changed the day of the salary adjustment or later, the salaries of the affected salaried employees shall be changed in proportion to the change in working hours.

4 Certain Pension Issues

4.1 Pension-qualifying Salary Increases

If a salary increase is paid to a salaried employee referred to in clause 2.3 who qualifies for a pension, the raise shall not be pension-qualifying. If the employment has terminated because of retirement, the raise shall however be pension-qualifying.

4.2 Notice of Pension-qualifying Salary

The companies shall notify Collectum of each salary increase under clause 1 from the day of the salary adjustment, as pension-qualifying salary.

Swedish Association of Graduate Engineers 2017-2019 (Sveriges Ingenjörer)

1 Salary increases

1.1 Calculation of the scope for individual salary increases on 1 May 2017, 1 May 2018 and 1 May 2019

A general scope is calculated as 2,0 per cent, of the sum of fixed cash salaries for salaried employees on 30 April 2017.

A general scope is calculated as 2,0 per cent, of the sum of fixed cash salaries for salaried employees on 30 April 2018.

A general scope is calculated as 2,0 per cent, of the sum of fixed cash salaries for salaried employees on 30 April 2019.

1.2 Allocation of individual salary increases

The scope formed according to the above shall be allocated individually in consideration of the rules for individual salary setting that are set forth in Appendix 3.

The scope shall be allocated according to local agreement.

Individual salary increases shall be paid from 1 May 2017, 1 May 2018 and 1 May 2019.

1.3 Introductory Salary

An introductory salary may be applied on the condition that

- an introduction and training program as well as time plan have been approved by the local union organisation and
- the salaried employee lacks experience of the relevant work assignments.

Introductory salary for newly hired employees who when commencing employment are of the ages of 20-23 years and who will undergo planned training in connection with the work shall amount to not less than 75 % of the minimum salary for a salaried employee having reached the age of 20. Introductory salary may be paid for not more than 12 months or for the agreed introductory period, whichever is shorter.

1.4 Contract Salary

The salary agreement shall be applied also to salaried employees with contract salary, unless it is evident from the circumstances that this was not the intent upon the initial execution or renewal of the contract.

1.5 Commission

Guaranteed commission amounts paid to salaried employee who are compensated entirely by commission shall be increased by 2.0 percent from 1 May 2017, by 2.0 percent from 1 May 2018 and by 2.0 percent from 1 May 2019

For salaried employees who are compensated by fixed as well as variable salary, the amount of the increase shall be reduced in proportion to the fixed salary's relation to the total salary. The guaranteed increase amount according to clause 1.1 shall be reduced in proportion to the fixed salary's relation to the total salary. The term total salary means – unless the company and the salaried employee do not otherwise agree – the average of the variable and fixed salary during the latest preceding calendar year.

As to salaried employees compensated by commission and bonus salaries, the aim should be – in consideration of the fact that it is in the nature of such salary forms that the annual income of the individual salaried employee may vary – that the income development in the long run shall follow that of other salaried employees.

2 Scope

2.1 Salaried Employees Comprised

This salary agreement comprises salaried employees who have commenced their employment with the company not later than the date of the respective salary adjustment.

2.2 Exemption of Certain Categories

The salary adjustment does not comprise a salaried employee who on the day of the salary adjustment

- has not reached the age of 18, or
- is employed as a substitute or as a trainee or otherwise for a certain period, a certain season or a certain work and whose employment has not lasted for a continuous period of 6 months, or
- is employed for a trial period and has not transferred directly from other employment in which he was comprised by the salaried employee agreement on general terms and conditions, or whose employment has not lasted for a continuous period of 6 months or
- who remains in service with the company after having reached pension age or has been hired by the company after having reached the pension age applied at the company.

An agreement may be made for a salary increase to be payable to a salaried employee, who according to the above is exempt from the salary agreement. In that connection, the provisions of this agreement shall be used as a guideline.

If a salaried employee, who on the day of the salary adjustment, was employed as a substitute or for a trial period and who according to the first paragraph above is not comprised by the salary adjustment, obtains employment with the company until further notice during the term of the agreement, the provisions of this agreement shall be used as a guideline upon determination of the employee's salary.

A salaried employee, who on the day of the salary adjustment, is on a leave of absence for at least three months going forward for any other reason than illness or parental leave, is exempt from this salary agreement unless otherwise agreed. When the salaried employee returns to work, the salary shall be determined according to the same norms that have applied to other salaried employees at the company according to this agreement.”

2.3 Salaried Employees Whose Employment Has Terminated

A salaried employee who leaves his or her employment on the day of the salary adjustment or later and has not received a salary increase under clause 1 shall notify the company of his or her claim in this regard not later than within one month after the salaried employees at the company have been notified that the salary adjustment has been effected. If the salaried employee fails to do so, this salary agreement no longer entails a right for him or her to a salary increase.

2.4 Newly hired salaried employees

If the company and a salaried employee not more than six months before the salary review date have agreed on employment and a certain salary and they have furthermore expressly agreed that the agreed salary shall apply regardless of the next salary review, the salaried employee shall not be comprised by the salary agreement that year.

2.5 Salary Adjustment Already Made

If the company in anticipation of this salary agreement has already granted general and/or individual salary increases, these shall be deducted from what the salaried employee shall receive in the application of this salary agreement unless otherwise expressly agreed by local agreement.

3 Rules of Application

3.1 Calculation of the scope for salary increase

In cases where a company has operations in different towns, or if a company has several operating entities in the same town, a scope for salary increases shall be calculated with respect to each unit separately. If it has been a clear custom at the company or if a local agreement has been made to that effect, then the scope for salary increase shall instead be calculated on the basis of the company as a whole.

3.2 Retroactive Recalculation

In case this salary agreement is applied retroactively, the following shall apply regarding salary deductions for sick leave etc., leave of absence and paid-out overtime compensation.

Individual recalculation of sick leave deductions etc. shall be made in accordance with the following:

A sick leave deduction through the 14th calendar day shall be recalculated retroactively.

No retroactive recalculation shall be made for sick leave deductions from the 15th calendar day, except to the extent the salary increase has been taken into consideration at the time the sick pay was determined.

A deduction for leave of absence shall be recalculated retroactively. The recalculation shall be made individually.

Overtime compensation shall be recalculated retroactively. The recalculation shall be made by the average salary increase for salaried employees at the company, unless a local agreement is made to the effect that the recalculation shall be made individually for each salaried employee.

3.3 Change in Working Hours

If the length of the working hours of the salaried employees at the company or certain of them is changed the day of the salary adjustment or later, the salaries of the affected salaried employees shall be changed in proportion to the change in working hours.

4 Certain Pension Issues

4.1 Pension-qualifying Salary Increases

If a salary increase is paid to a salaried employee referred to in clause 2.3 who qualifies for a pension, the raise shall not be pension-qualifying. If the employment has terminated because of retirement, the raise shall however be pension-qualifying.

4.2 Notice of Pension-qualifying Salary

The companies shall notify Collectum of each salary increase under clause 1 from the day of the salary adjustment, as pension-qualifying salary.

Appendix 5 Negotiation procedures for the salary adjustments

In connection with the agreement on 27 April 2017 between the above-mentioned parties, about salaries etc., the Parties agree on the following negotiation procedures for agreed salary adjustments during the agreement term.

For the salary adjustment on 1 May 2017, 1 May 2018 and 1 May 2019

- a) The salaried employees shall not later than on 2 October 2017, 2 October 2018 and 2 October 2019 give the company written notice of the members concerned and the representatives appointed by them.

The company shall not later than on 16 October 2017, 16 October 2018 and 16 October 2019 give written notice to the appointed representative(s) of the new salaries that are proposed to be paid to the concerned salaried employees.

- b) If the salaried employees wish to initiate local negotiations regarding the notified salary adjustment, a notice to this effect shall, together with a proposal for salary adjustments, be submitted by the representatives of the salaried employees to the company not later than on 30 October 2017, 30 October 2018 and 30 October 2019. The local negotiations for the salary adjustment shall be initiated as soon as possible and be concluded not later than on 13 November 2017, 13 November 2018 and 13 November 2019.
- c) If the local negotiations according to b) above do not lead to an agreement, the issue may be referred to central negotiations. A request for such central negotiations shall be made in writing and be submitted to each respective party not later than on 20 November 2017, 20 November 2018 and 20 November 2019. Thereafter, it is incumbent on the Parties to determine, without delay, a suitable day for central negotiations.

Local deviations from the negotiation procedure

The local parties have the right to agree to derogate from the negotiation procedure set forth in items a) and b) above.

Companies without a local union organisation

In companies without a local union organisation or local union representatives, employees who are of the opinion that the employer has not followed the principles of the salary agreement (and the improved salary process – Unionen), may within 14 days after an employee has been notified of the new salary, request a special meeting with the salary-setting manager. If no agreement on the application of the agreement can be reached at this meeting, then the affected employee may within

14 days after the conclusion of the meeting turn to the regional office of Unionen or Sveriges Ingenjörer, respectively, in order to request negotiations.

Appendix 6 Local Salary Agreement

Introduction

The traditional central salary agreement states how to calculate salary increases, e.g., in SEK, percent and allocation of kitties. This agreement is an alternative to the traditional agreement and does not set forth such rules. It is the employer and the local Unionen or Swedish Association of Graduate Engineers union, respectively, which together will agree on how to structure the negotiations, the salary scope and the individual allocation.

Preconditions

This agreement may be applied upon local agreement between the employer and the local salaried employee party not later than a month before each time of review. A copy of the local agreement shall be sent to each respective main organisation.

When an agreement has been made, joint information of the significance thereof should be provided to all salaried employees. The employer and the relevant local salaried employee party shall arrange for such an information meeting.

Before each salary review, the employer and the relevant local salaried employee party shall make a joint assessment of the economic preconditions of the company. The relevant local salaried employee party shall receive all relevant information needed in the negotiations, e.g., the company's profit and future prospects, the economy of the different profit centres, sales statistics etc.

A joint assessment shall also comprise the salary situation in the company, e.g., the salary trend over the latest two years, "internal salary statistics" and any differences in salary between different groups, e.g., men and women.

After each salary review according to this agreement, the employer and the local salaried employee party shall jointly attempt to evaluate the review. In order to benefit from experience, the agreement should be applied for at least two salary reviews, unless a party wishes to terminate the trial before that. This agreement shall have the same term as the central agreement. This agreement shall terminate at the same time as the central agreement, notwithstanding any local agreement.

Salary setting

For starting points, see Appendix 1.

Negotiation procedures

1. Not later than one month before each respective time of review, the employer and the local salaried employee party shall decide whether they elect to apply this agreement.
2. After an agreement has been made to apply this agreement, the employer and the local salaried employee party shall

- inform the relevant central parties by submitting a copy of the agreement to apply this agreement.
 - jointly inform all affected salaried employees of the significance of the agreement.
3. The local parties shall agree on a negotiation procedure, i.e., when the negotiations are to commence and when they are to be concluded. In connection therewith, the local salaried employee party shall inform the employer of the salaried employees that it represents in the negotiations.
 4. During the negotiations, the local parties may request advice/assistance from the central parties.
 5. If the local parties not later than one month after each respective time of salary review are of the opinion that it is not possible to make a local salary agreement according to this agreement, the parties should, before concluding the negotiations in disagreement, request advice from the relevant central parties. If this is not done, the local parties shall as soon as possible commence negotiations according to the central salary agreement.
 6. If the local parties upon advice from the central parties are unable to make an agreement, the negotiations under this agreement shall be terminated. Thereafter, the employer and the local salaried employee party shall, as soon as possible but not later than two months after each respective time of salary review, commence negotiations according to the central salary agreement.

Process and responsibility of the managers

Managers/supervisors shall discuss work results and the connection with salary setting with each of their employees. The relevant central parties have joint materials that may be of assistance in such discussions.

Each manager shall direct particular attention to the employees that according to the company do not achieve agreed goals and therefore receive smaller raises than the majority of the group/company. Such employees shall be afforded the opportunity to improve their work efforts through, e.g., training, changes in work allocation and work organization. A special plan for such efforts shall be drafted.

If the local salaried employee party or affected member so requests, the local salaried party shall participate in such changes/development efforts that may be needed to achieve a positive change of work results.

Developments shall continuously be monitored by managers and union representatives. Great demands are in particular placed on an analysis of the reasons for certain salaried employees receiving smaller raises than the majority of the group/company. The employer may not invoke a failure of an individual salaried employee to achieve goals unless opportunities for development efforts have been given.

Evaluation of the salary review

The employer and the local salaried employee party shall make a joint evaluation after concluded salary reviews. The following items should be taken into consideration.

- The general reactions of the employees and the management to the trial with local salary setting without traditional central salary agreements.
- The ability of the managers to inform the employees of the new salary in relation to work assignments and performance.
- The results of special development efforts for certain salaried employees.
- Whether any unjustified salary differences between men and women have been rectified? A comparison to what is known about the salaries at competitors within the industry.
- A comparison with the salary trends in prior years in the company.
- Changes that need to be made in order to continue to improve this agreement during the next agreement term.

Each party may in addition make an evaluation in order to discover how its own targets and expectations have been fulfilled.

Proposed agreement for Local Salary Agreement

Agreement

between

the company _____ and the local Unionen/the Swedish Association of Graduate Engineers organisation at the company

The parties agree to apply a "Local Agreement" according to the agreement between The Swedish Road Transport Employers' Association (BA)/The Swedish Shipowners' Employer Association (SARF)/The Swedish Bus and Coach Federation (SBF)/The Swedish Aviation Industry Group (SFB)/Ports of Sweden and the Unionen/the Swedish Association of Graduate Engineers of xx upon salary adjustments during the agreement term of the central salary agreement.

X-town on

On behalf of the company _____ on behalf of the local Unionen organisation on behalf of the local Swedish Association of Graduate Engineers organisation

Proposed agreement for Local Salary Agreement

Agreement

between

the company
Unionen organisation at the company

and the local

The parties agree to apply a "Local Agreement" according to the agreement between the Swedish Security Industry Association (SÄK) and Unionen of xx upon salary adjustments during the agreement term of the central salary agreement.

X-town on

On behalf of the company on behalf of the local Unionen organisation

Appendix 7 Guidelines for hourly salaries for salaried employees

Scope

The Agreement may be applied for persons employed for an agreed employment term of not more than one month. This form of salary may not be used to cover a continuous need for labour.

Minimum hourly salary

1/167 of the current minimum salary.

If the company has regular working hours of less than 40 hours per normal business week, the divisor 167 shall be proportioned to the relevant local regular working hours at the company.

Example:

Regular working hours are 38 hours per normal business week. A recalculation shall then be made according to the following:

$$\frac{167 * 38}{40} = 158.65$$

Overtime compensation

Overtime compensation shall be paid for worked time in addition to regular working hours for full-time employees.

The amounts include holiday compensation.

Mon.- Fri. 6 am-8 p.m.	<u>hourly salary</u> 0.56
Other time	<u>hourly salary</u> 0.43

Compensation for staggered working hours

Monday-Friday from 6 p.m. to 12 midnight	<u>hourly salary</u> 3.59
Monday-Saturday from 12 midnight to 7 a.m.	<u>hourly salary</u> 2.40
Saturday-Sunday from Saturday 7 a.m. to Sunday 12 midnight	<u>hourly salary</u> 1.80
from 7 a.m. Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday	<u>hourly salary</u> 1.80

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 hourly salary
0.90

Compensation for on-call time

Compensation for on-call time

On-call time is compensated per hour of on-call time by hourly salary
3.59

The following shall however apply:

from Friday 6 p.m. to Saturday 7 a.m. hourly salary
2.40

from Saturday 7 a.m. to Sunday 12 midnight hourly salary
1.80

from 6 p.m. the day before to 7 a.m. Epiphany, 1 May, Ascension Day and All Saints' Day hourly salary
2.40

from 7 a.m. Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday hourly salary
1.80

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 hourly salary
0.90

Compensation for emergency service

Compensation for emergency service

Emergency service is compensated per emergency service hour by hourly salary
8.38

The following shall however apply:

Friday-Sunday from Friday 6 p.m. to Saturday 7 a.m. hourly salary
5.99

from Saturday 7 a.m. to Sunday 12 midnight each holiday hourly salary
4.19

from 6 p.m. the day before to 7 a.m. Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day hourly salary
5.99

from 7 a.m. Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday hourly salary
4.19

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 hourly salary
2.10

Emergency service shall be paid per period of at least 4 hours, as the case may be reduced by the time for which the salaried employee has received overtime compensation.

Compensation for travel time

The amounts include holiday compensation.

a) Travel time compensation per hour

hourly salary

1.44

b) When the travel has been undertaken during the time from Friday 6 p.m. until Monday 6 a.m.

hourly salary

1.14

c) When the travel has been undertaken during the time from 6 p.m. on a day before a non-working holiday eve or holiday until 6 a.m. on the day after the holiday

hourly salary

1.14

Holiday compensation

Holiday compensation shall be paid in the amount of 12.5 % of earned salary and paid together with it.

Sick pay

The right to sick pay shall be in accordance with law.

Sick pay shall be paid during the first 14 days of the sick pay period in the amount of 80 percent of the lost salary. For the first day in the sick pay period, the qualifying day, no sick pay shall be paid.

In case of illness exceeding 14 days, the hourly salary shall be recalculated as a monthly salary, using the factor 174. For calculation of the amount of sick pay, Clause 10.3.6 of the Salaried Employee Agreement shall be used.

Appendix 8 Special provisions for The Swedish Aviation Industry Group

List A

The provisions set forth below apply to salaried employees employed by the companies stated in list A. This means that the corresponding provisions of the agreement on general terms and conditions do not apply.

§ 5 Working Hours/Staggered Working Hours

Regular working hours shall be scheduled in accordance with past custom within the company unless otherwise agreed between the employer and the salaried employee or in an agreement made in addition to this one.

Notes

1. A telephone operator has the right to a shorter paid break during both morning and afternoon.
2. A day off means a period comprising at least 36 hours' leisure time, however, in case of sequential days off, one day off shall comprise at least 36 hours and the other days off during the period shall comprise at least 24 hours each.
3. Salaried employees whose working hours are not scheduled for regular working hours during the day, have the right, for each calendar year, to receive the same number of days off as other salaried employees in the company. Work on holidays that are not Sundays shall therefore be compensated by one day off. Christmas Eve, New Year's Eve and Midsummer's Eve shall in this connection be equated with a holiday.
4. Unless otherwise agreed locally, compensation days for holidays according to the preceding paragraph shall be scheduled within 52 weeks from the accrual. However, not more than ten compensation days according to the above may be accrued. This leave shall be scheduled in agreement with the employee, primarily in connection with a day off or other leave.
5. Per four-week period, unless otherwise locally agreed, at least one leisure period comprising Friday 12 midnight until Sunday 12 midnight shall be scheduled.

In case of relocation of personnel, which will hereby have longer working hours, the salary shall be changed in proportion to the changed working hours, unless the relevant salaried employee's salary was set initially in consideration of the longer 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>monthly salary</u> 536
Monday-Saturday from 12 midnight to 6 a.m.	<u>monthly salary</u> 357
Saturday-Sunday from Saturday 6 a.m. to Sunday 12 midnight	<u>monthly salary</u> 268
from 6 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday	<u>monthly salary</u> 268
from 6 p.m. on Maundy Thursday and New Year's Eve and from 6 a.m. on Whitsun Eve, Midsummer's Eve and Christmas Eve to 12 midnight before the first business day after the relevant holiday	<u>monthly salary</u> 134

Notes

Where the regular working hours for a certain service that have commenced before 6 a.m. end after 6 a.m., overtime compensation shall be paid for the regular working hours between 6 and 7 a.m. according to the same principles as between midnight and 6 a.m.

The parties agree that where the scheduled regular working hours for personnel with day working hours are temporarily staggered, compensation shall be paid according to the provisions regarding overtime compensation in § 4 for the time outside regular working hours during the day, provided that the staggering has an aggregate duration shorter than six days.

In the application of the divisors, a part-time employed salaried employee's salary shall be adjusted to a salary corresponding to full time.

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

§ 6 On-Call Time

6.3 Compensation for On-Call Time

On-call time is compensated per on-call hour by monthly salary
536

The following shall however apply:

from Friday 6 p.m. to Saturday 7 a.m. monthly salary
357

from Saturday 7 a.m. to Sunday 12 midnight monthly salary
268

from 6 p.m. the day before to 7 a.m. on Epiphany, 1 May,
Ascension Day and All Saints' Day monthly salary
357

from 7 a.m. on Epiphany, 1 May, Ascension Day, the National
Day and All Saints' Day to 12 midnight before the first business
day after the relevant holiday monthly salary
268

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 monthly salary
134

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.

§ 7 Emergency Service

7.3 Compensation for Emergency Service

Emergency service is compensated per hour of emergency service by monthly salary
1.250

The following shall however apply:

Friday-Sunday from Friday 6 p.m. to Saturday 7 a.m. monthly salary
893

from Saturday 7 a.m. to Sunday 12 midnight monthly salary
625

from 6 p.m. the day before to 7 a.m. on Epiphany, 1 May,
Ascension Day and All Saints' Day monthly salary
893

from 7 a.m. on Epiphany, 1 May, Ascension Day the National
Day and All Saints' Day to 12 midnight before the first business
day after the relevant holiday monthly salary
625

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 monthly salary
313

Emergency service compensation is paid per working period for not less than 4 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 two hours. Compensation for travel costs in connection with such reporting for service shall be paid.

§ 9 Holiday

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 shift, 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, to the extent this has not been included in the monthly salary.

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

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 =

Variable salary element paid during the accrual year

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.

§ 10 Sick Pay etc.

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 has the same meaning as in 10.3.5.

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

$$\frac{7.5 \times \text{the price base amount}}{12}$$

Example 2017:

The price base amount for 2017 is SEK 44,800. The salary limit is then

$$\frac{7.5 \times \text{SEK } 44,800}{12} = \text{SEK } 28,000 \text{ for 2017}$$

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

A sick deduction is made by:

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

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

A sick deduction is made by:

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

§ 12 Salary for 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 occur within the period

L = salary for the calculation period

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

Appendix 1

§ 2 Regular Working Hours

2.1 Duration and Limitation Period

Regular working hours may not exceed 40 hours on an average per normal business week during a limitation period of four weeks or a calendar month.

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

2.2 Local agreement on a different limitation period or scope of regular working hours

In case of special circumstances, the employer and the local salaried employee organisation may make a written agreement for a different limitation period or scope of regular working hours for a certain salaried employee or group of salaried employees. The limitation period may be set to no more than twelve months.

Note

The central parties agree that it is possible to apply different working hours during different parts of the year.

List A

Ach AB

ACR Aviation Capacity Resources AB

AIR China Limited

Air France

Airside AB
Amapola Flyg AB
Austrian Airlines
Aviator Airport Services Sweden AB
Babcock SAA FW AB
BF Scandinavian Aviation Academy AB
BRA Sweden AB
Braathens Aviation AB
Braathens Regional Airlines AB
Braathens Regional Airways AB
Braathens Regional Aviation AB
Brussels Airlines fil. till Brussels Airl NvBelgien
CAE Center Stockholm AB
Cargo Center Sweden AB
Cityflygplatsen i Göteborg AB
Emirates
Finnair Oy
Gate Gourmet Sweden AB
Hemavan Tärnaby Airport AB
Icelandair
Jetpak Group AB
Jetpak Sverige AB
KLM Royal Dutch Airlines
Kristianstad Airport AB
LSG Sky Chefs Malmö AB
LSG Sky Chefs Sverige AB
Lufthansa Cargo AG
Lufthansa German Airlines
Lufthansa Technik Aktiengesellschaft
Nayak Aircraft Services Netherland B:V. Filial
Nextjet Sverige AB
Norwegian Air Resources Sweden AB
Nova Airlines AB
Patria Helicopters AB
Qatar Airways (QLSC)
Sact AB
SAS AB
SAS Cargo Sweden AB
SAS Ground Handling Sweden AB
SAS Management AB
SAS Tech AB
Scandinavian Airlines System
Sma Maintenance AB
ST Aerospace Solutions (Europe) A/S Denmark fil Sweden
Stockholm Skavsta Flygplats AB

Svenska Segelflygförbundet
Sweports AB
Swiss International Ltd filial Schweiz
TCR Sweden AB
Thai Airways International Public Company Limited
Thomas Cook Airlines Scandinavia A/S Danmark Filial Sverige
Train Logistics Sweden AB
TUIfly Nordic AB
Turkish Airlines Inc
Täby Air Maintenance AB
West Atlantic Sweden AB
Växjö Småland Airport AB
Örebro Läns Flygplats AB

Appendix 9 Special Provisions for Ports of Sweden

Agreement supplement for salaried employees employed by companies affiliated with the Ports of Sweden.

The provisions set forth below apply to salaried employees employed by companies associated with the Ports of Sweden. This means that the corresponding provisions of the agreement on general terms and conditions do not apply.

§ 4 Overtime Compensation

4.3.3 Major Holiday Supplement

For overtime work carried out during major holidays, a special major holiday supplement shall be paid by SEK

monthly salary SEK per day
49

however not less than:

- SEK 493 per day from 1 May 2017
- SEK 503 per day from 1 May 2018
- SEK 513 per day from 1 May 2019

If the working hours exceed 6 hours, a supplement shall thereafter be paid by SEK

monthly salary SEK per worked hour
297

however not less than:

- SEK 85 per worked hour from 1 May 2017
- SEK 87 per worked hour from 1 May 2018
- SEK 89 per worked hour from 1 May 2019

This compensation shall be paid upon overtime work on New Year's Day, Epiphany, Good Friday, Easter Day, Easter Monday, 1 May, Ascension Day, Whitsun Day, the National Day, Midsummer's Day, All Saints' Day, Christmas Day and Boxing Day.

§ 5 Staggered 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>monthly salary</u> 600
Monday-Saturday from 12 midnight to 7 a.m.	<u>monthly salary</u> 400
Saturday-Sunday from Saturday 7 a.m. to Sunday 12 midnight	<u>monthly salary</u> 300
from 7 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday	<u>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>monthly salary</u> 150

Appendix 10 Special Provisions for the Swedish Shipowners' Employer Association

The provisions set forth below apply to salaried employees employed by companies associated with the Swedish Shipowners' Employer Association. This means that the corresponding provisions of the agreement on general terms and conditions do not apply.

§ 3 General Directions

3.2 Competing Activities

A salaried employee shall not carry out work 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 affect his or her ordinary work.

Before undertaking an assignment or spare time activity of a more comprehensive nature, the employee shall therefore first consult with the employer and obtain the employer's consent.

The preceding paragraph shall apply to part-time employed salaried employees only if it concerns additional employment comprising 50 % or more of full-time employment.

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

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

§ 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.

7.3 Compensation for emergency service

	Emergency service I	Emergency service II
Emergency service shall be compensated per hour of emergency service by	<u>monthly salary</u> 1.000	<u>monthly salary</u> 1.400

The following shall however apply:

Friday-Sunday from Friday 6 p.m. to Sunday 7 a.m.	<u>monthly salary</u> 700	<u>monthly salary</u> 1.000
from Saturday 7 a.m. to Sunday 12 midnight	<u>monthly salary</u> 500	<u>monthly salary</u> 700
from 6 p.m. the day before to 7 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day	<u>monthly salary</u> 700	<u>monthly salary</u> 1.000
from 7 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday	<u>monthly salary</u> 500	<u>monthly salary</u> 700
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>monthly salary</u> 250	<u>monthly salary</u> 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.

The parties further note that in addition to the list of special agreements not included in the printed agreement between the Transportation Group and the Salaried Employees' Union (Unionen) and the Swedish Association of Graduate Engineers, the Working Environment Agreement and Development Agreement apply between the Swedish Shipowners' Employer Association and the Salaried Employees' Union (Unionen).

Appendix 11 Special Provisions for the Swedish Security Industry Association (SÄK)

The provisions set forth below apply to salaried employees employed by companies associated with SÄK. SÄK's counterparty in this agreement are Unionen and the Swedish Organization for Managers (Ledarna). The Swedish Association of Graduate Engineers in relation to SÄK. The general terms and conditions of the agreement and appendixes shall apply with the following additions and exceptions.

§ 2 Employment

2.2 Terms for Time-Limited Employment

The provisions regarding terms and conditions for time-limited employment shall apply only to employment agreements entered into after 1 May 2017. With respect to employment agreements entered into before 1 May 2017, the terms and conditions applicable at the time the employment agreement was entered into under the agreement between Almega the Employers' Organisation for the Swedish Service Sector and Unionen/Ledarna shall apply.

§ 4 Overtime Compensation

Guard commanders at surveillance and security companies

In case of overtime work, work during inconvenient working hours and stand-by, the following shall apply from 1 December 1976:

Overtime compensation

The duration of regular duty (command duty and security guard duty) shall be an average of 165.6 hours per calendar month.

A guard commander, with ordinary command duty of at least 83 hours per calendar month and who is ordered to perform a total number of working hours exceeding 165.6 hours per calendar month, shall receive compensation either in the form of leave or overtime compensation as set out below:

Leave

Leave shall be granted by 1,5 hours for each of the first 15 hours exceeding 165.5 working hours during the relevant calendar month and by 2 hours for each additional worked hour during the month.

Overtime compensation

a) In case overtime work for part-time employees consists of command duty, compensation shall be paid for each of the first hours of 1/95 per hour of the

relevant person's monthly salary and of 1/73 per hour for the command duty that exceeds 15 hours.

b) In case overtime work for part-time employees consists of guard duty, compensation shall be paid for each of the first hours of 1/131 per hour of the relevant person's monthly salary and of 1/95 per hour for the command duty that exceeds 15 hours.

For guard commanders, whose regular working hours schedule does not include guard duty, the compensation shall however be calculated according to command duty a) as set out above.

§ 4 Overtime Compensation

4.1.1 Agreement with Certain Salaried Employees

Agreements in accordance with Section 5 of the agreement between Almega the Employers' Organisation for the Swedish Service Sector and Unionen/Ledarna shall continue to apply. A party wishing to terminate the agreement shall inform the other party not later than two months before the next salary review.

§ 13 Termination

13.1 Resignation by the Salaried Employee

13.1.1 Notice Period

The provision that a salaried employee who has worked for 4 or more years in the company has a notice period for termination of 3 months in case of resignation shall apply only to employment agreements entered into after 1 May 2017. With respect to employment agreements entered into before 1 May 2017, the notice period for termination is 3 months for all who have worked 6 years or more unless a different notice period has been agreed between the employer and the salaried employee.

Appendix 1 Agreement on Working Hour Regulations for Salaried Employees

§ 6 Night work

The following wording shall be added to Section 6, para. 2.

"In the average calculation, 24 hours shall be deducted from the calculation period for each commenced period of seven days."

Appendix 4 Salary Adjustments (Unionen)

1 Salary increases

1.1 Calculation of the scope for individual salary increases on 1 May 2017, 1 May 2018 and 1 May 2019

A general scope is calculated as 2,0 per cent, of the sum of fixed cash salaries for salaried employees on 30 June 2017.

For the salary increases in 2018 and 2019, the following shall apply. A general scope is calculated as 2,0 per cent, of the sum of fixed cash salaries for salaried employees on 30 April 2018 and 30 April 2019, respectively.

Appendix 5 Negotiation procedures for the salary adjustments

In connection with the agreement on 27 April 2017 between the above-mentioned parties, about salaries etc., the Parties agree on the following negotiation procedures for agreed salary adjustments during the agreement term.

For the salary adjustment on 1 May 2017

- a) The salaried employees shall not later than on 30 October 2017 give the company written notice of the members concerned and the representatives appointed by them.

The company shall not later than on 14 November 2017 give written notice to the appointed representative(s) of the new salaries that are proposed to be paid to the concerned salaried employees.

- b) If the salaried employees wish to initiate local negotiations regarding the notified salary adjustment, a notice to this effect shall, together with a proposal for salary adjustments, be submitted by the representatives of the salaried employees to the company not later than on 28 November 2017. The local negotiations for the salary adjustment shall be initiated as soon as possible and be concluded not later than on 11 December 2017.
- c) If the local negotiations according to b) above do not lead to an agreement, the issue may be referred to central negotiations. A request for such central negotiations shall be made in writing and be submitted to each respective party not later than on 18 December 2017. Thereafter, it is incumbent on the Parties to determine, without delay, a suitable day for central negotiations.

Appendix 12 Example qualifying-day deduction

10.3.2 Illness up to and Including the 14th Calendar Day per Illness Period

In case of absence of a salaried employee because of illness, a sick deduction shall be made according to the following:

Formula 1

For illness absence up to 1/5 of the weekly working hours

A full qualifying deduction is made for each hour of absence up to 1/5 of the weekly working hours.

$$\frac{\text{monthly salary} \times 12,2}{52 \times \text{weekly working hours}}$$

Formula 2

For illness absence over 1/5 of the weekly working hours

A sick deduction is made for each hour by

$$\frac{20 \times \text{monthly salary} \times 12,2}{52 \times \text{weekly working hours}}$$

Examples full time

The working hours are in all examples scheduled for an average of 40 hours per week, which means that 1/5 of the weekly working hours is 8 hours.

Example 1

The salaried employee has scheduled working hours of eight hours a day. He falls ill day one after six hours and is back at work on day two. A qualifying period deduction shall in this case be made according to formula 1 by two hours since the time of absence is two hours.

Example 2

The salaried employee has scheduled working hours of eight hours a day. He falls ill day one after 4 hours, is sick all day two and is back at work on day three. A qualifying period deduction shall in this case be made by eight hours according to formula 1 (four with reference to day one and four to day two). A deduction shall then be made by four hours according to formula 2 for the remaining hours referable to day two.

Example 3

The salaried employee has scheduled working hours of seven hours on day one and is absent all day and back at work on day two. A qualifying period deduction shall in this case be made in accordance with formula 1 by seven hours, since the time of absence is seven hours.

Example 4

The salaried employee has scheduled working hours of ten hours day one and is absent all day. He is back at work on day two. A qualifying period deduction shall in this case be made in accordance with formula 1 by eight hours. For two hours a deduction is made in accordance with formula 2.

Example 5

The salaried employee has scheduled working hours of six hours day one and eight hours day two and is back at work on day three. A qualifying period deduction shall in this case be made by an aggregate of eight hours in accordance with formula 1 (six of these hours are referable to day one and two hours to day two). A deduction shall be made according to formula 2 for the remaining six hours.

Example 6

The salaried employee has a limitation period (scheduling period) of three weeks. Week one, working hours are 30 hours, week two 40 hours and week three 50 hours. The average working hours amount to 40 hours per week and $\frac{1}{5}$ of the working hours is thus eight hours.

During week three, working hours are scheduled in five shifts of 10 hours. If the salaried employee is ill during such a shift, a qualifying deduction will be made by eight hours according to formula 1 and a sick deduction by two hours according to formula 2.

Example 7 – remission rule

The salaried employee works eight hours a day five days a week. He falls ill on day one after six hours of work and goes home. Day two and three he is well and working. Day four he falls ill again and is away the entire day. A qualifying deduction is made by two hours for day one and by six hours for day four according to formula 1. A sick deduction is made by two hours according to formula 2 for the remainder of the absence day four.

Examples Part time

Example 8

The salaried employee works part time four hours a day five days a week. Weekly working hours are 20 hours per week, which means that 4 hours are $\frac{1}{5}$ of the weekly working hours. The salaried employee is ill on day one and two and is back on day three. A qualifying deduction is made by 4 hours according to formula 1 for day one and a sick deduction by four hours according to formula 2 for day two.

Example 9

The salaried employee works 7.5 hours per day four days per week Monday – Thursday and has Fridays off. Weekly working hours are 30 hours per week. In this case, six hours constitute $\frac{1}{5}$ of weekly working hours. The salaried employee is ill on Monday and Tuesday and back on Wednesday. A qualifying deduction is made by six hours for Monday according to formula 1. For the remaining 1.5 hours on

Monday and the seven and a half hours on the Tuesday, a sick deduction is made according to formula 2.

Examples salaried employees paid by the hour

For employees paid by the hour, no qualifying deduction shall be made by 1/5 of weekly working hours. In these cases, there is not always an agreed employment term of one week. These employments are frequently shorter than one week.

In these cases, the first working day of the illness period shall instead be the qualifying day. For this day, no sick pay is payable. For the remaining days of absence in the sick pay period, 80 % of the lost salary, i.e., the salary that the employee would have received if he or she had not been sick, shall be paid.

The examples below assume that the employee salaried by the hour as qualified for a right to sick pay according to the § 3 of the Swedish Act on Sick Pay (has been hired and thereafter been employed for 14 consecutive calendar days).

Example 10

The employee salaried by the hour would have worked eight hours on day one and day two. He is ill day one and day two. For day one no sick pay is paid, since this is the qualifying day. For day two, sick pay is paid by 80 % of the lost salary for eight hours.

Example 11

The employee salaried by the hour would have worked eight hours on day one and day two. He falls ill after two worked hours on day one and goes home and is still sick on day two. For the two hours worked on day one, the hourly salary is paid. For the remaining six hours that day no sick pay is paid, since the remaining time is qualifying time. For day two, sick pay is paid by 80 % of the lost salary for eight hours.

Appendix 13 Supplement regarding traffic schools

The provisions set out below apply to salaried employees employed as driving instructors, training leaders and traffic school managers. This means that the corresponding general terms and conditions of the agreement shall not apply.

§ 1 Working hours

Clause 1 Weekly working hours

The standard working hours are 40 hours per non-holiday week. With respect to weeks when the holiday falls on any of the days Monday – Friday, the working hours shall be reduced by eight hours for such a day.

Clause 2 Days off

New Year's Eve, Epiphany, Easter Eve, Pentecost Eve, Midsummer's Eve and Christmas Eve are days off. When such a day off occurs, the regular working hours shall be reduced to a corresponding degree.

Clause 3 Working hours

The regular working hours shall be scheduled between 0700 – 1630 hrs Monday - Friday, eight hours per day.

Should the employer wish to schedule regular working hours for another time period than as indicated above then the employer shall after consulting with the affected employee assign the regular working hours according to the established duty schedule of an average of five days per calendar week.

The regular working hours may not exceed nine hours per day. The time for breaks shall not exceed 1 hour and 30 minutes per day.

Duty schedules shall be drawn up in consultation with the salaried employees and shall be notified the employees no later than 14 days before entry into force.

The second paragraph applies unless otherwise agreed in writing.

Clause 4 Pause

Between the classes there shall be a five minute pause.

§ 2 Salaries

Clause 1 Salary increases

A general scope is calculated as 2,0 per cent, of the sum of fixed cash salaries for salaried employees on 30 April 2017, 30 April 2018 and 30 April 2019.

Clause 2 Tariff compensation

The former tariff compensation is replaced with the starting salaries as below

- The starting salaries per 1 May 2017 amount to SEK 22,295
- The starting salaries per 1 May 2018 amount to SEK 22,741
- The starting salaries per 1 May 2019 amount to SEK 23,196

Clause 3 Guidelines for individual salaries

Upon determining the salary of the individual staff member, the rules for individual salary determination shall be considered, appendix 3.

§ 3 Meal compensation

In case of duty that requires absence from the stationing town for between six and ten hours, meal compensation in the amount of SEK 100 per day shall be paid. If the absence exceeds ten hours, meal compensation of SEK 200 per day shall be paid.

§ 4 Notes to the minutes

Clause 1 Employment included in regular working hours, etc.

Time required for such tasks as filling out student cards, refueling and management as well as pick-up and return of training vehicles to the garage and other duties connected to teaching, shall be included in regular working hours. The duty schedule may not contain overtime scheduled according to plan.

Clause 2 Professional development

Training mandated by the employer which is required by law order to maintain the position of employment, shall be regarded as working hours and be compensated as such. Driving instructors shall engage in scheduled continuing education (a so-called pedagogue day). The time allotted for such continuing education shall, on the average, amount to in total at least one work day per year and may take place internally as well as externally.

The parties shall work towards improving the planning of the driving instructors' continuing education. Scheduling the training activities at the beginning of the fiscal year will create better conditions for coordinating the courses of the driving schools in the same town or region.

The content of the continuing education may also be substantially improved by planning for each fiscal year and the individual driving schools would then have the possibility of allocating the education to certain periods when student enrolment is low.

Clause 3 Bridging days

The employee shall have the right to earn a day off during so-called bridging days such as the Friday after Ascension Day.

Time equivalent to 85% of the lesson time on such a day shall be accrued according to local agreement.

Clause 4 Teaching

Teaching at the traffic schools shall be conducted in accordance with the rules for STR's Plan for driving instructors or in accordance with an equivalent methodology.

Clause 5 Salary payment day

The salary payment day shall be the 25th of each month. In the event the 25th falls on a Saturday, Sunday or holiday, salaries shall be paid on the day immediately preceding the 25th.

Appendix 1

§ 2 Regular Working Hours

2.1 Duration and Limitation Period

Regular working hours may not exceed 40 hours on an average per normal business week during a limitation period of four weeks or a calendar month.

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

Stockholm 27 April 2017

Swedish Road Transport Employers' Association

(Biltrafikens Arbetsgivareförbund (BA))

Torbjörn Granevörn Salaried Employees' Union

(Unionen)

Gert Moberg

Appendix 14 Agreement on contribution to part-time retirement/Flexible retirement

Agreement on contribution to part-time retirement for BA, SARF, SBF, SFB and SH

The premiums to part-time retirement will be raised by 0.2 % from 1 May 2017 and amount to an aggregate of 0.9 % of pension-qualifying salaries.

The premiums to part-time retirement will be raised by 0.2 % from 1 May 2019 and amount to an aggregate of 1.2 % of pension-qualifying salaries.

Agreement on contribution to part-time retirement for SÄK

The employer shall monthly (on an ongoing basis) from 1 December 2017 contribute 0.5% of pension-qualifying salaries according to the ITP plan. On 1 May 2018, the contribution shall increase by an additional 0.3% and on 1 May 2019 by an additional 0.5%, thus amounting to an aggregate of 1.2 % of pension-qualifying salaries. The contribution is made for the purpose of creating the preconditions for permitting salaried employees to take part-time retirement in accordance with the possibility set out in Section 2 of the agreement on general terms and conditions of employment.