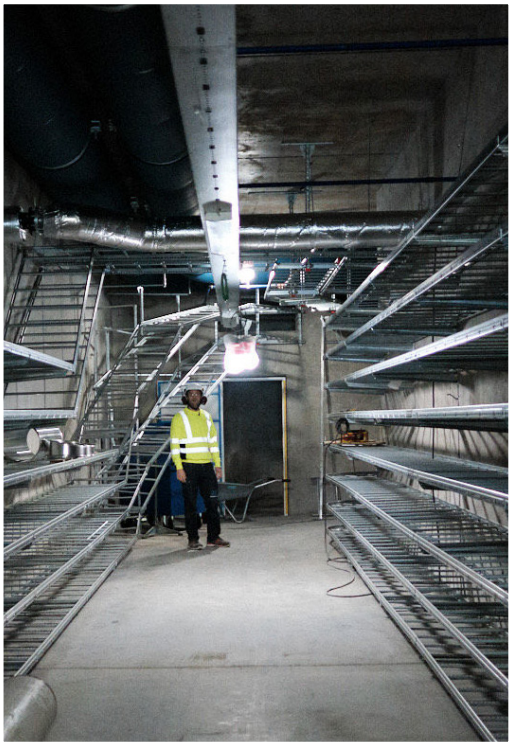
The Installation Agreement

(Sv. Installationsavtalet)

Valid between 2023-05-01 until 2025-04-30



Collective bargaining agreement applicable to employment by members of Installatörsföretagen (IN) and of members of Svenska Elektrikerförbundet (SEF)

Installatörsföretagen

Elektrikerna

Please note that this translation of the agreement is provided for convenience purposes only. The Swedish version of the agreement is the official and legally binding version. In case of any discrepancies between the translation and the Swedish version, the latter shall prevail.

Chapter 1 GENERAL REGULATIONS

Section1 Area of validity

This collective bargaining agreement is applicable to employment by members of Installatörsföretagen (IN) and of members of Svenska Elektrikerförbundet (SEF) in relation to high-voltage fitters, low-voltage fitters and lift fitters, lift technicians and radio fitters carrying out fitting work at the fitting location, as well as mechanical workshop employees employed by members of IN, but not retail employees (warehouse workers, chauffeurs, etc.), nor employees who are solely employed for line work, such as digging, raising poles , frame working and wire drawing. Workers who are employed solely for underground cable work, such as digging and laying underground cables are also exempt.

Note
The employers undertake not to apply other provisions regarding salaries and other agreed terms and conditions than those stated in the agreement vis-a-vis employees who are not members of SEF.

Section 2 Period of validity

This agreement is valid for the period 2023-05-01 to 2025-04-30 with a mutual notice period of three months. If no such notice is given, the period of validity is extended by one year at a time. If a request for negotiation is made before 31 December 2024, the agreement is valid for the time after 30 April 2025 with seven days' mutual notice period. If notice of termination of the agreement has been given or negotiation has been requested, the parties shall exchange proposals for a new agreement no later than two months before the regular validity time period expires.

Section 3 Co-Determination in the workplace issues (MBL)

The provisions of this collective bargaining agreement do not entail any regulation of the dispositive legal rules of the Employment (Co-Determination in the Workplace) Act, nor any application of Section 32 of the Act.

Section 4 New members of Installatörsföretagen

In the event a new member joins IN during the agreement period, which member is bound by another collective bargaining agreement expiring during the agreement period, this member and the employees covered by the other collective bargaining agreement shall become covered by this agreement once the notice period for the other agreement has ended.

Section 5 The employers right to lead and distribute work

With consideration to the liabilities that follow from applicable legislation and with due observance of the terms and conditions of the agreement, the employer is entitled to lead and distribute the work, freely employ and make use of employees, irrespective of whether these are members of a trade union.

Section 6 Right of association

1. The right of association in accordance with applicable legislation must be left inviolable.

2. A demand by the employer that plant supervisors and foremen shall not be members of a

blue collar trade union shall not be deemed to be such a violation.

An employee who is a member of a blue collar trade union, who is appointed to a position as plant supervisor (*Sv. Verksmästare*) or foreman (*Sv. förmän*) is entitled to remain a member of the trade union until three months following the appointment.

A plant supervisor or foreman here refers to a person who is employed as supervisor and who does not himself participate in the work other than temporarily, i.e. either for the purpose of showing an employee how a certain piece of work should be properly done, or for temporary necessary emergency work.

Section 7 Company adaptation

IN and SEF may reach an agreement to deviate from the Installation Agreement for the purpose of achieving a company adaptation.

Chapter 2 EMPLOYMENT

Section 1 Recruitment to the trade

Recruitment of a tradesman who shall work with such tasks as may only be carried out under the supervision of an electrical fitter and recruitment of other employees shall be done in accordance with the provisions of the Vocational Education and Training Agreement. When recruiting other employees, the skill level of the persons in question shall be equivalent to at least 3-year upper secondary education specialising in the technical area in question.

Employees may however be employed if they, by other means, have acquired such trade skills as is comparable to the education prescribed in the Vocational Education and Training Agreement. In such cases, the electrical industry´s local profession board (ELY) should be consulted before employment.

Note:
An electrical fitter refers to a person who has been authorized to carry out electrical fitting work by the National Electrical Safety Board.

Section 2 Home location

Each employee shall be employed with a fixed place of employment called the home location.
(See Chapter 10 regarding home location).

Section 3 The employment certificate

Proof of employment shall be issued at the start of the employment. The certificate, which shall be signed by the employer and the employee, shall include information about the employee's name, age, number of years in the trade, employment date and home location.

Section 4 Probationary employment

If the qualifications and prerequisites for work of an applicant are deemed to require special assessment against the background of the requirements set for the proposed work, an agreement of probationary employment may be entered into for a period no longer than four months. During the probation employment period, a mutual notice period for termination of one month shall apply. If notice to terminate the employment has not been given before the end of the period of probation employment, the provisions of the Employment Protection Act shall apply to the continued employment. Employees on probationary employments are subject to order of priority in case of redundancy. The employment of an employee on probation may not infringe other employees right of priority to re-employment.

Note:
The parties agree that the above provision shall be interpreted in such a way that probationary employment is the exception and not the rule. However, a probationary employment may be used in such cases, e.g. where the proposed employment is of such a specialist nature, or when a probation period is justified due to of any difficulties concerning adaptation to working life.

Section 5 Employment of trainees

Trainees may be employed for at most four consecutive months. If the training period exceeds four months or is expected to be of this duration from the start of the employment, the employment shall be in accordance with Section 1 of this chapter and the Vocational Education and Training Agreement.
(See also Chapter 7, Section 1, Item 3.)

Note
A trainee refers to a person who in conjunction with studies at upper secondary level has to gain practical experience of installation work, either before or during the period of study. Pupils at upper secondary level carrying out holiday work are treated as equal to trainees. (For trainees carrying out piecework, see Chapter 7, Section 3, Item 7.)

Section 6 Special fixed-term employment *(Sv. Särskild visstidsanställning)*

Agreements on time-limited employment may be entered into for special fixed-term employment.

If an employee during a five-year period has been employed by the employer under special fixed-term employment for a total of more than 14 months, the employment will be converted to an indefinite term employment.

Chapter 3 TERMINATION OF EMPLOYMENT

Section 1 Notice period

See Section 11 of the Employment Protection Act (Appendix 3) concerning notice period. For fixed-term employment a one month notice period is given by the employee.

Section 2 Order of priority on termination

1. For the purpose of increasing the employee's security and predictability of employment and to increase the companies' opportunities for optimal company structure, the parties have agreed on the following sector adaptation of Sections 7, 22 and 25 of the Employment Protection Act.

When determining the order of priority, each separate department or other specialized unit within a company shall be considered as an operational unit.

The establishment or closing down of a department requires negotiation according to Section 11 of the Swedish Law on Co-determination at Work. During negotiations, the objective reasons for which departments are established, the objective reasons for the deployment of each employee and the departments' character and operation shall be specially considered.

A local agreement is required for the establishment of more than three departments at the company/branch.

A local agreement is required for the establishment of a department that will cover operational units in more than one location.

Employees shall be deployed in one of the departments. For new employees, the deployment shall be stated in the employment contract.

Any change of departments for an employee in the context of order of priority requires an agreement between the company and the employee. Such an agreement shall be documented in writing and signed by both parties.

In the context of order of priority, the transferred employee belongs to the new department when three months have elapsed from the time the agreement was signed.

If departments have been established at a company, then a common order of priority cannot be requested any later than three months after the departments were first established. Common order of priority can, however, be requested on termination due to lack of work in the event employees have not been deployed in any department.

For companies that may utilize the so-called two-man exception in Section 22 of the Protection of Employment Act, a common order of priority may be requested also for time after three months.

Employees that have been employed with a home location according to Chapter 10, Section 1,
Item 1 c shall also be considered as belonging to a special operational unit.

For terminations due to lack of work, the following applies to redeployment – according to Section 7 of the Employment Protection Act – between departments or specialized units. Such redeployment is done based on the employee's total employment period with the company if the departments or units are within the same branch, building or fenced area. The prerequisite is that the employee has sufficient qualifications.

For employees qualified for priority right to re-employment according to Section 25 of the Employment Protection Act and who have been laid off due to lack of work from a department or other specialized unit established according to this provision, the priority right to re-employment is extended until 12 months have elapsed from the date the employment was laid off. However, the extended priority right only applies to the department or specialized unit to which the employee belonged at the time of termination.

In the event that the company has established departments at a branch as above, the company may not use the exceptions provided for in Section 22, Paragraph 2 of the Employment Protection Act at the same branch

Note 1
A prerequisite for a company's division into departments is that it is clear to the employees that the company is divided into departments, and also to which department an employee belongs. Another prerequisite is that the deployment of employees in departments must not be done for discriminatory or improper purposes.

The division into departments can differ based on the companies' varying operational specializations, company structures and future technology developments, where examples of departments may be telecommunications, computing, security, sub-contracting, service, lift installation, distribution plant assembly, etc.

At companies divided up into departments, the employees should have the opportunity, based on their prerequisites and the company's needs, to receive continuous skills development within the department's technical area.

Section adaptation in this provision does not entail any limitation of the local parties' opportunities to enter into agreement on orders of priority.

Note 2
Committee composed of parties – issues of order of priority
As a consequence of the rules regarding order of priority the parties appointed a special committee to follow the implementation of the new regulatory system.

- The committee shall have the special task of ensuring that the new regulatory system is not used for discriminatory or improper purposes.
- The committee may make proposals to the parties for adjustments or changes to the regulatory system if the sector's implementation of the regulatory system so occasions.
- One part may contact the committee with a request that the committee shall make a statement on whether a certain actual procedure may be considered as being in breach of the intentions of the regulatory system.

The committee shall consist of two members from IN and two members from SEF. The head negotiator from each organisation shall be one of the members.

The parties undertake to ensure the committee can deal with a matter brought up within 10 days.

The parties undertake to base their advice to members on the committee's opinion on the issues on which the committee has made a statement.

The committee does not replace the ordinary negotiation procedure between the parties. If a local dispute negotiation is requested on an issue relating to the new regulatory system, an assessment shall, however, be made by the committee before the local dispute negotiation takes place.

2. In the event of a reduction of the labour force due to lack of work, companies that are not arranged into departments should consult locally to take into account the parties' common interest in ensuring fitters whose trade skills are necessary to the company's continued operation are retained in employment. If any disagreement should arise between the parties, the Act shall apply.

3. Trade skills in the previous paragraph should be deemed equal to the ability to act as head fitter in major works. The head fitter of a team including on average three or four fitters should remain in employment for as long as the work he is heading is in progress.

Section 3 Notice of termination of employment for a specified period

With a deviation from the provisions of Section 15 of the Employment Protection Act, the parties are agreed that special notice regarding when work is to terminate shall be given in writing to all employees who are employed for a specified period for certain work as soon as possible, however no less than two weeks before the termination of the employment. If the employment is expected to be of shorter duration than two weeks, notice of this shall if possible be given when the employment contract is entered into.

Section 4 Certificates – testimonials

1. When an employee leaves, the employer shall provide a certificate of service once the employee has accounted for and handed in the company's property. The certificate shall include information regarding period of employment, payment at termination and the main occupation during the employment.
2. If the employment has lasted at least two months the employer shall if requested issue a testimonial, showing the period of employment, information about the work, pay at termination and a reference.

Section 5 Concluding payment – holiday pay

Settlement of variable pay portions, payment of cost reimbursement and holiday pay and any other outstanding agreed remuneration shall be paid no later than the ordinary pay date falling the calendar month the day after the employment was terminated.

Piecework portion shall be paid in accordance with Chapter 8, Section 6.

Section 6 Consequences of failure to work the notice period

For employees who leave their employment without working the prescribed notice period, the employer is entitled to retain, as damages, in accordance with Section 38 of the Employment Protection Act, as much of the outstanding pay benefits as corresponds to the lowest pay for the part of the notice period that has not been worked. However, the damages may not exceed the lowest pay for two weeks.

Chapter 4 WORKING HOURS

Section 1 Ordinary working hours

The ordinary weekly working hours are 40 hours and are allocated Monday– Friday with 8 hours per day.

For such underground work as installation work in rock cavities during construction or service work in mines or similar, the ordinary weekly working hours shall be 36 hours.

Note
Reduced ordinary working hours (36 hours per week) during underground work shall only be applied for work during one or several whole days.

According to the Working Hours Act, time outside ordinary working hours used for journeys to and from the workplace shall not be regarded as working hours. However, it shall be taken into account that to a certain extent mentioned travelling time can constitute working according to the Directive on Working Hours.

Note:
The above provision does not affect the compensation to be paid in various cases for time used for journeys.

Section 2 Allocation of working hours

The working hours shall start no earlier than 7 am and end no later than 5 pm, unless another local agreement has been reached about the framework for the allocation of working hours. However, at construction sites that use an earlier time for the start of the working hours, the fitters shall follow the construction working hours. The fitters' working hours at construction sites may start no earlier than 6 am.

In compliance with applicable legislation, the employer shall determine the allocation of the working hours within the limits stated in Item 1 above as well as the number, duration and place of the breaks. However, the breaks may not exceed 1½ hours per day in total. Each company shall display a notice showing in detail the start and end of the ordinary working hours and the breaks during the different working days of the week.

Notes to Items 1 and 2
The employer and individual employees may reach an agreement about different allocation of the working hours. Such an agreement shall cease being valid after a one week notice period.

Notes

1. At the request of the employees' negotiating delegates, the employers' representative notified that there is no obstacle on the employers' part to arrange two breaks per day; however with express reference to Chapter 12, Section 1, Item 3.
2. It has been noted in the negotiation minutes that where local agreements about the allocation of working hours have been reached before, no change shall be made to these unless the parties involved agree on this, and that negotiations may be held locally regarding the allocation of the working hours.
3. For work at industrial- and construction workplaces, the allocation of the working hours applicable at the location shall be applied as far as possible. However, no change to the duration and timing of the meal breaks from that which otherwise apply shall be done to any extent greater than is necessary in view of the working conditions at the workplace.

Section 3 Reduced working hours

In compliance with applicable legislation, the employer is entitled to reduce the working hours where lack of work gives rise to such actions.

Note
IN undertakes to ensure that the employer's right to reduce the working hours is not used in such a way that the working hours are unreasonably reduced.

Section 4 Overtime

1. Working hours in excess of the ordinary working hours determined in Chapter 4, Sections 1 and 2 is overtime. Compensation for overtime work shall be paid in accordance with Chapter 7, Section 8.
2. Overtime pay is only paid for overtime work demanded by the employer.
3. When the employer considers it necessary, the employee shall work overtime to the extent applicable legislation allows, unless the employee is prevented from doing so for strong reasons. Notification that overtime work shall take place, and also reasons for not working overtime shall be given no later than the end of the previous working day, with the exception stated below. If a circumstance that requires overtime work occurs later, notice of overtime work shall be given as soon as possible.

Overtime in connection to shift work

Employers are not entitled to demand other overtime work than such as is connected to the employee's own shift.

If an employee, due to carelessness or otherwise without valid reason, has neglected any part of the ordinary working hours, and if the employer so requires, he shall be obliged to replace the neglected time with overtime, without any overtime supplement being paid.

A total of 150 hours of overtime may be worked during a calendar year. By agreement between the employer and the employee, further overtime may be worked within the framework permitted by the Working Hours Act. Emergency overtime may be worked independently of this provision.

Section 5 Displaced working hours

If work that takes up at least three working days, in part, for special reasons must be carried out at a time other than during working hours, an agreement may be reached between the employer and the employee to displace the ordinary working hour without any obstacle by the provision on allocation of working hours in Chapter 4, Section 2, Item 1. Such unsocial working hours shall be paid for in accordance with Chapter 7, Section 9. The way in which the working hours are displaced shall be documented in writing before the work starts.

Section 5a Rotational work

An agreement regarding rotational work at other location and the reasons for this may be reached by a local agreement, within the company or between employee and employer. By a local agreement or within the company consent from the employees is presumed.

As a general rule, rotational work should not be performed between 24.00-05.00. In the event that rotational work needs to be performed between these times, a local agreement is required.

The agreement shall be documented in writing and be signed by both parties.

In the agreement the following shall be stated:

- The work included

- Time for agreement and possible period of notice.
- Work hour schedule.
- Possible specific compensation connected to the working hours determined by the agreement.

When an agreement on rotation has been reached, the employer must provide information to the relevant local department of SEF about which workplace the agreement concerns.

Note
Rotational work refers to work at another location demanding overnight stay with mainly a different way of measuring a work week other than 40 hours per week and which is followed by a longer time off and where work parties relieve each other. Rotational work also comprise work at another location demanding overnight stay and where the parties for different reasons wish to carry out the work during longer periods at the location where allowance pay is being paid combined with longer periods of time off from work

Section 6 Shift work

1. Employees are obliged to take part in shift work within industrial establishments, which must be carried out as shift work for operational reasons and in work at such establishments in order to reduce the operational downtime.
   Note
   Shift work above does not refer to installation work during new construction.

2. A local agreement may be reached about shift work on other occasions as well.

3. During intermittent 2-shift work, the working hours shall be on average 39 hours per week not including a bank holiday. During continuous 3-shift work, the working hours shall be on average 36 hours and for intermittent 3-shift work 38 hours per week not including a bank holiday. Compensation for unsocial working hours shall be paid in accordance with Chapter 7, Section 9.

   Note to the minutes:

   Intermittent shift work refers to shift work that is interrupted during weekends and important public holidays. By continuous shift work, work is carried out during weekends and public holidays as well.

4. For shift work, the working hours shall be documented in a written working hours schedule before the work starts.

   Note
   The working hours schedule shall be given to the employee concerned.

Section 7 On-call service

The employer is entitled to require that employers shall remain available at home or in another place accepted by the employer, where the employee can be reached by telephone, for rapid execution of repair work required. Employees are not obligated to maintain on-call service more often than every fourth week. Employees shall be notified of on-call service no later than two weeks in advance, unless sickness or similar requires a change to the on-call service. Compensation for on-call service shall be paid in accordance with the provisions of Chapter 7, Section 11.

Note
In the event on-call service shall be in place for any time as from Friday afternoon up to and including Monday morning, the parties recommend that the service in question is assigned to the same employee.

Section 8 Journey time

1. Time taken for journeys outside the home location or journey limits is journey time. Journey time within ordinary working hours shall be deemed equal to time worked. Compensation for journey time shall be paid in accordance with Chapter 7, Section 7.

2. Journey time at any time other than ordinary working hours is not regarded as worked hours; thus the ordinary working hours plus agreed demanded overtime shall also be worked.

Section 9 Flex time

Flex time means that the employee can determine the allocation of the working hours, however not when operational obstacles exist. The following prerequisites apply in this case:

Flex time can be taken between 6 am and 9 am, and between 3 pm and 6 pm.

The flex time account may amount to at most plus/minus 20 hours.

Flex time does not constitute a basis for compensation for unsocial working hours or overtime, or for subsistence allowance for work without overnight stay (the 12-hour rule).

For work that requires an overnight stay at another location, flex time may be taken between 6 am and 8 pm following an agreement with the employer.

Note
The employer and individual employees may reach an agreement about different allocation of the flex time. Such an agreement shall cease being valid after a one week notice period.

Section 10 Reduced working hours

A full-time employee who has worked the full period i.e. April 1 to March 31 during one year (qualification year) will receive full working hours reduction by 30 hours for the same period in the subsequent year. Employees with a shorter working time than full-time will receive time for reduction in proportion thereto.

For employees not working a full qualification year, that are those who starts or ends their employment during the period or are absent for reasons not payable by salary from the employer, the earning right of the reduction of working hours is calculated as follows:

Worked time with salary from the employer in the number of calendar days/365 x 30 hours (by full earning).

Earned time is transferred to the employee's individual time bank on April 1 in the year of withdrawal according to Chapter 4 Section 12.

Should the employee end his employment the earned time per the last day of employment will be added to the time bank and the final settlement shall be in accordance with the provisions regarding the time bank.

Note
Absence is eligible for reduced working hours only during time for which the employer has paid salary, for example statutory period of sick pay, vacation and withdrawal from the time bank.

When calculating hours of reduced working hours rounding up to the closest hour is applied.

Section 11 Daily rest

Daily rest and night work

Daily rest

In accordance with the Working Hours Act, the employee shall have at least 11 hours of consecutive time off during each 24-hour period (daily rest). Temporary divergences may be made, if occasioned by some special circumstance that could not have been predicted by the employer. Further divergences may be made in conjunction with on-call service, overtime work up until 11 pm or if the nature of the work so requires, or if the needs of the general public so require, or if there are other special circumstances.

Employees who have not received 11 hours of consecutive daily rest and work overtime for at least 2 hours shall be given at least 8 hours of consecutive rest if the following day is not a non-working day.

When the daily rest has been interrupted and work carried out between 11 pm and 7 am during 5 hours, the entire day shall be given as time off without pay deduction.

If the rest period falls during ordinary working hours, no pay deduction shall be made. These hours off are added back to the available overtime room. During a calendar year, at most 50 hours may be added back to the available overtime room in this way.

Note
The preparatory work to the Working Hours Act shows that the 24-hour period may cover any time at all during the calendar day and night. When redrawing schedules, periods may be changed, but in other respects the period shall be scheduled according to a fixed system and be applied consistently.

The parties are agreed that any divergence from the provisions about daily rest also constitute exceptions from the provisions about night work in the Working Hours Act.

Night work by agreement

Work that is to be carried out between midnight and 05 am and which is not covered by the prohibition exemption regarding night work, see Section 13, the Working Hours Act or by the above exemption may be carried out by agreement between the employer and the employee. (It is noted that such work also can be carried out by local or central agreement as well as by dispensation from the Swedish Work Environment Authority.)
An employee who, by such an agreement between the employer and the employee, has carried out work between midnight and 05 am shall thereafter be given at least 8 hours consecutive rest when the following day is a non-working day.

Return to overtime bank

If the rest period falls during ordinary working hours no payroll deduction will be made. These free hours will be returned to the available overtime bank. During one calendar year may at most 50 hours in this way be returned to the overtime bank.

Other

Employees whose daily rest is interrupted during weekends or public holidays and who cannot get the corresponding compensation during the weekend or public holiday period in question shall have the number of hours covered by the interruption in the daily rest transferred to the employee's individual working time bank in accordance with Chapter 4, Section 12. For interruptions during a night followed by a working day, the rules according to Item 1 Daily rest above apply. The corresponding rule applies for employees working shifts who do not have weekly rest allocated to the weekend.

The above applies unless the local parties have agreed otherwise.

Section 12 Time bank

1. Setting up a time bank

An individual time bank shall be set up for each employee, running for the period April 1 – March 31 and zeroed at the end of each such period, unless other written agreement has been reached according to Item 7, second paragraph below.

2. Earning time for the time bank

Time for the time bank is earned through reduced working hours, overtime work, interruptions in the daily rest during weekends or through work with subsistence allowance. Earned time is transferred to the individual time bank.

Time earned and added to the time bank can be taken out as paid time off, allocation to pension account or in the form of compensation in cash.

3. Paid time off

Following an agreement between the employer and the employee, time in the time bank may be taken out in the form of paid time off. The allocation of the time off may also be determined through agreement with the company.

The time off may be taken as full hours, full days or part of days.

A request for time off shall be made as early as possible.

The individual monthly pay is paid for the time off.

4. Cash compensation

At the request of the employee, time in the time bank may be paid out in cash.

The compensation is the individual monthly pay/174 per hour.

5. Allocation to pension

As from the month they turn 22 years up to and including the month before they turn 65 years, employees may select an allocation to pension corresponding to the value of the time in the time bank.

The selection shall be made no later than March 31 each year.

Allocation to pension is made as an extra pension allocation to the employee's pension account in Fora. The pension allocation shall correspond to the individual monthly pay/174 per hour to be allocated to the pension.
If a withdrawal in the form of a pension allocation entails lower tax costs for the employer compared to payment, the pension premium shall be increased by the difference.

6. Time off at year's end

In the event an employee has not received 16 hours' paid time off from the time bank earlier in the year, the employee is entitled to have up to 16 hours' paid time off in conjunction with Christmas, New Year or Epiphany holidays, on condition that there is time in the time bank. A request to have such leave allocated shall be made no later than December 1.

7. Emptying of the time bank and agreement on saving time

Time that remains in the time bank on March 31 will be regulated in that the employer choses provision for pension or monetary compensation.

If the employee does not make an active choice the value of the remaining time in the time bank will be transferred to the employee's pension account in Fora. This is only possible for employees from the month they turn 22 until the month before the employee turns 65. Otherwise, the remuneration is always in money.

By written agreement between the employer and the employee a maximum of 40 hours of the time bank be transferred to the next period.

8. Termination of employment

Prior to a termination of employment, the time bank should normally be emptied. The employer and employee shall reach an agreement about the way in which this shall be done. If such an agreement is not reached, the outstanding time in the time bank is compensated for in cash at the termination of the employment.

Compensation in cash is paid at the first ordinary pay date falling the calendar month the day after the employment was terminated.

Chapter 5 TIME OFF

Section 1 Days off

Christmas Eve, New Year's Eve and Midsummer Eve are days off.

Section 1a Work-free weekdays

When the National Day (June 6) falls on a Tuesday, the preceding Monday is a work-free weekday. When the National Day falls on a Thursday, the succeeding Friday is a work-free weekday. This does not apply to employees working shifts, however. For these work-free weekdays, no pay deduction shall be made.

Section 2 Leave

Leave means a short period off work (with pay) for at most one day. However, for the funeral of a close relative, the leave may also include necessary (at most two) travelling days.

A request for leave shall be made as early as possible. The reason for the leave shall be proven in advance – or in arrears if this is not possible – should the employer so require.

Leave may be granted in the following cases:

- Own wedding.
- Own 50th birthday.
- First appointment with a doctor or dentist for emergency illness or accident.
- Appointment at a medical facility following a referral from a doctor – at most three visits per referral.
- Death of a close relative.
- Funeral of a close relative.
- Sudden serious illness of a close relative living in the employee's home.

Close relatives are husband/wife, registered partner, children, siblings, parents and parents-in-law.

For accidents at work requiring medical care, the company will compensate for any additional journey costs to a doctor or hospital at the day of the accident, unless such compensation is paid for in another way.

Note

Even though the right to leave for visits to a medical facility following a referral from a doctor has been limited to three visits per referral the right to leave remains in place in that case the referral covers more visits to a medical facility. The parties agree that visits to a medical facility should be planned in such a way that they bring about the least possible interference to the operation of the employer.

Section 3 Time off for elections

In the event employees, who wish to exercise their right to vote in national or local elections or to fulfil trade union tasks approved by the employees' central organization, need to take temporary leave from work and notifies this no later than the preceding day, such leave may not be refused.

Section 4 Leave due to personal reasons

Employees are entitled to be granted leave without payment for urgent personal reasons during two days per year. A request for such leave shall be made at least three weeks before the time of the leave. The employer may defer the leave at most one week if there are production-related obstacles to taking the leave.

Before leave for personal reasons is granted, the employee shall use any outstanding compensatory time off earned.

Section 5 Trade union training

SEF undertakes to inform IN of the courses within centrally produced union representative training it intends to carry out during the year, and the content and target group of the courses. The same shall apply to SEF's local branch in relation to IN's district organization in relation to locally produced training courses.

Requests for leave to attend trade union courses shall be made at least 14 days before the start of the course.

Chapter 6 TIME REPORTING

Section 1 Time reports

Employees are obliged to report the time worked and absence in such a way that the employer receives documentation for invoicing and the requisite information for calculating pay and other compensation. For piecework in accordance with Chapter 9, the time in hours shall be clearly specified.

The employer shall provide instructions about how the reporting shall be done and provide the necessary equipment. Time used for reporting is deemed equal to time worked. The employees shall receive a copy of the information provided.

Section 2 Submission of time reports

Time sheets for the immediately preceding working week shall be sent in by the employee so that they are received by the employer no later than the morning of the first weekday after the end of the working week.

Note:

1. At the employer's request, the time reporting for different months shall be done on separate time sheets.
2. If the employer demands that time sheets are sent by mail, the employer shall pay the postage. If several employees are working at the same workplace, all the time sheets shall be sent in together by the head fitter.

Section 3 Non-reported time

If the employee neglects to report time according to the rules of the agreement, the employer is entitled to retain payment for the time not reported.

Section 4 Changes to time reports

If the employer on the time sheet transfer hourly time to piecework time or otherwise makes changes of financial importance to the employee, the employee shall continuously and as soon as possible after the reported time receive notice of the changes made and the reason therefore. Such notice must always be given no later than in conjunction with the payment of the salary for the time period to which the time reporting relates.

Chapter 7 WAGES, ETC

In the event time compensation or time deduction is expressed as a certain proportion of the monthly pay, the divisors have been determined using 40 working hours per week.

Section 1 General

1. The employee shall receive pay for the time he is employed by the employer, is at the employer's disposal and reports time worked on time sheets.

2. This regulation has been cancelled.

3. The pay regulations do not apply to trainees. An agreement regarding pay and other employment terms should therefore be made between the employer and the trainee in each individual case.

4. Employees, who during military service or other longer period of leave in conjunction with public holidays return to service for at most 10 working days, shall receive 1/167 of their monthly pay for each hour worked.

5. If an employee starts or ends his employment during the course of a calendar month, the pay shall be calculated as follows: For each calendar day covered by the employment, daily payment shall be paid. See further Chapter 7, Section 12, Item 1 b for the concept of daily pay.

6. Employees who, in their employment, transfer from one category of employment to another, for which higher minimum pay applies, shall receive new and higher individual monthly pay on the transfer.

7. For employees, in connection to an agreement in accordance with Chapter 9, Section 1 a, new monthly pay may be agreed until further notice or a monthly pay supplement for a certain period or for certain work.

Note
In order for an agreement in accordance with Chapter 7, Section 1, Item 7 to be valid, it shall be in writing.

Section 2 Monthly pay

Each employee who has completed an apprenticeship shall receive individually determined monthly pay. This is determined on the basis of the employee's trade skills, qualifications, performance and responsibility.

Note
The individual monthly pay is expressed in kronor per month, and is determined in negotiations within the company, and may, if there is reason, be reviewed once a year.

Minimum pay SEK/month	As from May 1 2023	As from May 1 2024
1st year in trade	20 490 kr	21 125 kr
2nd year in trade	25 159 kr	25 939 kr
3rd year in trade and thereafter	28 330 kr	29 208 kr
Service fitters	30 060 kr	30 992 kr
Technicians	30 709 kr	31 661 kr

Definitions of categories

A **technician** refers to employees who have training and skills of particular value to the company, who mainly carry out independent work within a specialist area.

A service fitter refers to employees who mainly and independently plan and carry out repairs, inspections and minor adaptations of existing installations, and thereby is responsible for customer contacts.

Section 3 Piecework pay

For piecework in accordance with Chapter 9, the following applies:

1. The employee's piecework pay consists of his portion of a piecework total.

2. For common piecework, the portion of the piecework total for each employee is calculated in accordance with Appendix 7.

3. For piecework, the guaranteed pay per hour shall constitute 1/174th of the monthly pay reduced by the factor 0.93.

The implementation of the rule above for determining guaranteed pay must not entail a greater reduction of an individual employee's monthly pay than corresponds to SEK 10/hour. The guaranteed pay for individual employees shall not be higher than his/her individual monthly pay/174.

If an employer has failed to take the measures the agreement, including the piecework time list, prescribes in relation to piecework, the individual monthly pay shall be the guaranteed pay for the work.

4. Each employee's piecework share consists of two parts, an individual part and a joint part. A more detailed calculation is shown in Appendix 7.

5. For piecework carried out in accordance with the Working Hours Act and expected to last for longer than 4 months, an advance is paid every third month by 90 percent of the estimated piecework pay earned minus the monthly pay for the piecework paid during the period. The basis for the assessment of the advance payments shall, unless otherwise is agreed, be an advance payment notice with significant information about the work done during the period to which the advance relates, handed in by the head fitter via the local branch of the association to the company.

Other agreement regarding piecework advance may be reached within the company, for example for an individual workplace with 90% of the estimated piecework earnings.

6. Time in hours in connection with piecework by work according to the Working Hours Act is compensated for by a money factor x piecework multiplier for the work.

7. When a trainee takes part in piecework, an agreement shall be made within the company together with the piecework team regarding what percentage of the pay agreed with the trainee shall be charged to the piecework.

The above applies only on condition that the persons involved are covered by the working- and order regulations applicable to the workplace.

Section 3a Performance pay

An agreement may be reached between a company and a local union or, in the event there is no local union, the trade union representative to implement a special performance pay system for the company or for departments of the company or for a special project. The local union or trade union representative may reach such an agreement on behalf of SEF's local organization. An agreement may also be reached directly with SEF's local organization.
The individual monthly pay hereby constitutes guaranteed pay.

In order to be valid, an agreement as per above shall be in writing and include a provision of how the performance pay amount shall be calculated and a provision about due date.

Section 4 Pay to head fitter for piecework

The head fitter for a major piecework shall receive a special individual supplement as follows for the time he serves as head fitter, provided unanimity can be achieved between the company and the fitter about the amount of the supplement.

Major piecework is here referred to as work where the piecework team consists of at least 5 fitters during a continuous period of 5 working days.

The supplement, which is paid in addition to the piecework, shall amount to at least 3 % of the head fitter's monthly pay/174 per hour during the work in question.

If more than one head fitter is appointed at very large installations, the head fitter supplement shall be paid to each head fitter, provided the prerequisites stated in this item have been fulfilled.

Note
A fitter refers to an employee who, in accordance with the applicable agreement, is entitled to a part of a piecework surplus in the application of the rules on head fitter supplement.

Section 5 Payment for work at certain workplaces

The current pay supplements in accordance with this section remains unchanged for the period for which they have been agreed to apply however no longer than until 31 March 1998. Thereafter, the pay supplements cease, or alternatively are included in the monthly pay.

Section 6 Wages for underground work

For underground work, monthly pay is payable without deduction for reduced working hours. The piecework rate increases by 13.5 %.

Section 7 Payment for journey time

1. For journey time outside ordinary working hours, a supplement is payable by SEK/hr

	As from May 1st 2023	As from May 1st 2024
1st year in trade	103,72 SEK	106,94 SEK
2nd year in trade	116,21 SEK	119,81 SEK
3rd year in trade and thereafter	124,92 SEK	128,79 SEK
Service fitters	124,92 SEK	128,79 SEK
Technicians	124,92 SEK	128,79 SEK

The supplements stated include holiday pay.

2. Journey time within ordinary working hours shall be considered equal to time worked.

Section 8 Overtime pay

1. Overtime work ordered or approved in arrears is paid either in cash (overtime supplement) or – following agreement between the employee and employer – in the form of time off (compensatory time off). Such compensatory time off is credited with one hour off for each overtime hour to the employee's individual time bank in accordance with Chapter 4, Section 12.

2. Payable for each overtime hour including holiday pay

   a) for overtime work the first two working hours immediately after ordinary working hours — monthly payment 111

   b) for overtime work thereafter until midnight — monthly payment 98

3. for overtime work during time after midnight on a weekday, for Saturdays and Sundays and public holidays which is not paid in accordance with d) — monthly payment 87

   Overtime pay in accordance with c) is paid from 6 pm on Fridays or from the same time on other days preceding a public holiday to the start of the ordinary working hours on the subsequent weekday.

   c) for New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, 1 May, Whitsun Eve, Whitsun Day, National Day (6 June), Midsummer Eve, Midsummer Day, Christmas Eve, Christmas Day, Boxing Day and New Year's Eve — monthly payment 72

   Overtime pay in accordance with d) is paid from 6 pm on the day before the above days to the start of the ordinary working hours on the subsequent weekday. For the National Day, overtime pay is payable in accordance with d) from 6 pm on the day before the National Day to 6 am the day after the National Day.

   e) For non-work weekdays in accordance with Chapter 5, Section 1a — monthly payment 87

   Overtime pay in accordance with e) is payable from the start of the ordinary working hours to 6 pm.

   In addition to an allocation to the time bank for overtime work, overtime supplement for the period above is payable with:

   a) monthly pay 399

   b) monthly pay 266

   b) monthly pay 200

d) $\frac{\text{monthly pay}}{133}$

e) $\frac{\text{monthly pay}}{200}$

The overtime supplements stated include holiday pay.

4. For each overtime hour in connection with shift work, a supplement including holiday pay is payable as follows:

1.	Monday–Friday from 6 am to 10 pm	monthly pay/98
2.	Monday–Friday from 10 pm to 6 am	monthly pay/87
3.	Friday 10 pm–Monday 6 am	monthly pay/87
4.	for New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, May1, Whitsun Eve, Whitsun Day, National Day, Midsummer Eve, Midsummer Day, Christmas Eve, Christmas Day,	
	Boxing Day and New Year's Eve	monthly pay/72

Overtime pay in accordance with d) is paid from 6 pm on the day before the above days to the start of the ordinary working hours on the subsequent weekday. For the National Day, overtime pay is payable in accordance with d) from 6 pm on the day before the National Day to 6 am the day after the National Day.

for non-working weekdays in accordance with Chapter 5, Section 1a

monthly pay/87

Overtime pay in accordance with e) is payable from the start of the ordinary working hours to 6 pm.

5. Compensatory time off for overtime work in connection with shift work is given with one hour off per overtime hour. In addition, overtime supplement for the periods above in accordance with Item 4 is payable with

a). $\frac{\text{monthly pay}}{266}$

b) $\frac{\text{monthly pay}}{200}$

c) $\frac{\text{monthly pay}}{200}$

d) $\frac{\text{monthly pay}}{133}$

e) $\frac{\text{monthly pay}}{200}$

The overtime supplements stated include holiday pay.

6. . The day preceding the following are regarded as ordinary working days: Epiphany, Good Friday, Ascension Day and All Saints' Day.

7. When calculating overtime work, the time used for meal breaks is not included.

8. When the employer demands piecework to be carried out on overtime, the employee shall receive, in addition to the piecework rate, the determined overtime supplement in accordance with this Section, unless another agreement relating to special exceptions has been entered into in connection with the determination of the piecework.

Section 9 Unsocial hours work

Employees whose working hours are allocated to so-called unsocial working hours, which does not constitute overtime work, shall be paid a supplement per hour worked (unsocial hours supplement) as from the following.

1. Evenings and nights outside ordinary working hours are paid per hour worked, unless a higher amount is payable in accordance with Items 2 or 3 below.

As from May 1st 2023	As from May 1 2024
42 SEK	43 SEK

2. Sundays and public holidays from 6 am on Saturday and from 6 pm on days before public holidays to the start of ordinary working hours on days after Sundays and public holidays are paid per hour worked, unless a higher amount is payable in accordance with the following.

As from May 1st 2023	As from May 1 2024
115 SEK	118 SEK

2a For non-work weekdays, in accordance with Chapter 5, Section 1 a, from 6 am to 6 am the following day are payable per hours worked.

As from May 1st 2023	As from May 1 2024
115 SEK	118 SEK

3. Major public holidays, namely

   From 6 am on New Year's Eve to 6 am on January2

   From 6 pm on Holy Thursday to 6 am the day after Easter Monday From 6 pm on Walpurgis Night to 6 am on May 2

   From 6 pm on Whitsun Eve to 6 am the day after Whitsun Day From 6 am on the National Day to 6 am on 7 June

   From 6 am on Midsummer Eve to 6 am the day after Midsummer Day From 6 pm on Christmas Eve to 6 am on the day after Boxing Day is payable per hour worked.

As from May 1st 2023	As from May 1 2024
197 SEK	203 SEK

   Unsocial hours supplement is not payable for time when overtime pay is payable.

4. For time when piecework is carried out in shifts and the working hours therefore are reduced, the piecework total shall be increased as follows

working hours	39 hrs/week	+5 %
working hours	38 hrs/week	+7.5 %
working hours	36 hrs/week	+ 15 %

Above supplements include compensation for the requested information about work carried out on handover between shift teams.

When determining the break-point level in accordance with Chapter 9, Section 2, Item 3, the piecework multiplier applicable for the work shall be recalculated using the applicable percentage as per above.

Section 10 Payment for transfer to shift work

When transfer from daytime work to 2- or 3-shift work is ordered, and also when transferring from one working hours schedule to another, overtime supplement is payable in addition to the ordinary pay during the first three shifts for the time that falls outside the ordinary working hours that previously were applied for the employee. As from the fourth shift, supplement for unsocial working hours is payable instead.

Overtime supplement as per above does not entail that that portion of the working hours is regarded as overtime work.

Section 11 On-call pay

1. Overtime supplement is payable for work carried out during on-call service in accordance with Section 8.

2. On-call pay constitutes

(a) Weekdays from the end of the working hours until 7 am the following morning, or any later time at which work starts.

As from May 1st 2023	As from May 1 2024
227 SEK	234 SEK

(b) Saturdays from 7 am to 7 am the following Sunday and for work-free weekday in accordance with Chapter 5, Section 1 a from 7 am to 7 am the following day.

As from May 1st 2023	As from May 1 2024
590 SEK	609 SEK

(c) Sundays from 7 am to 7 am the following day.

As from May 1st 2023	As from May 1 2024
590 SEK	609 SEK

(d) Public holidays or free days as stated in Chapter 5, Section 1 of the agreement from 7 am to 7 am the following day.

As from May 1st 2023	As from May 1 2024
739 SEK	762 SEK

Section 12 Deductions from monthly pay

1. For absence

For such absence that does not entail right to pay in accordance with legislation or agreement, a deduction for absence is made as follows. (See further Chapter 7 a Annual holiday, Section 4.)

a) at most 5 working days and part of a day, deduction per hour of

$$\frac{\text{monthly pay}}{174}$$

b) more than 5 working days, deduction for each day of absence (thus also for Saturdays, Sundays and public holidays and days which for the individual employee are work-free weekdays) with the daily pay.

$$\text{Daily pay} = \frac{\text{monthly pay} \times 12}{365}$$

However, no deduction shall be made for the employee's work-free days that start or end the absence. In addition, employees working shifts, whose absence starts or begins with a work-free weekday, should not have a deduction made for the first and/or last work-free day of absence.

c) if an employee is employed part-time and only works during some of the working days of the week (equal length each day), deduction for absence shall be made as follows:

The monthly pay divided by $\frac{\text{the number of working days/week} \times 21}{5}$

d) full calendar month, deduction by the monthly pay.

2. Late arrival

For late arrival at the workplace, and also for unauthorized absence, a deduction is made in full working hours.

Section 13 Sickness pay

1. Right to sickness pay

Sickness pay from the employer during the first 14 calendar days of the sickness period is payable in accordance with the Sick Pay Act. The detailed calculation of the amount of sickness pay is shown in Chapter 7, Section 13, Item 5.

2. Notice of sickness

When an employee becomes sick and therefore cannot work, he shall inform the employer of this as soon as possible. He shall also inform the employer as soon as possible when he expects to be able to return to work.

The same applies if the employee becomes unable to work due to an accident or occupational injury or must refrain from work due to risk of transferring infection and there is a right to compensation in accordance with the Communicable Diseases Act.

Sickness pay shall as a main rule not be paid for time before the employer was notified of the sickness (Section 8, 1st paragraph, the Sick Pay Act). However, sickness that is notified no later than 9 am gives right to sickness pay from the start of the working hours the same day, with application of

Notes 1–3 of Chapter 7, Section 13, Item 5 below (regulations regarding recurrent sickness and high risk protection).

3. Declaration

The employee shall give the employer a written declaration that he has been sick, with information about the extent to which his ability to work has been reduced due to sickness and during which days he should have worked (Section 9 of the Sick Pay Act).

4 Doctor's certificate

The employer is obliged to pay sickness pay as from the seventh calendar day following the day of notified sickness only if the employee can prove the reduction of his ability to work and the duration of the sickness period with a doctor's certificate (Section 8, second paragraph, the Sick Pay Act).

If the employer so requires, the employee shall prove the reduction in ability to work with a doctor's certificate from an earlier date. The employer has the right to assign a doctor. The cost of the certificate required shall be paid by the employer. If the employer has required a certificate from a certain doctor, he is not obliged to compensate for a certificate from another doctor.

5. Amount of sickness pay

The sickness pay, paid by the employer to the employee, is calculated by making a deduction from the monthly pay as follows.

Each hour the employee is absent due to sickness, a deduction per hour is made by

$$100\ \% \times \frac{\text{monthly salary}}{174}$$

up to an absence due to sickness of 20 percent of an average working week (waiting day) of the sick leave and thereafter by

$$20\ \% \times \frac{\text{monthly salary}}{174}$$

For sick leave exceeding 20 percent of the average working week (waiting day) of the sick leave period.

The employee's average working week refers to the weekly working time in hours for an average week without holidays. For employees with intermittent or irregular employment an average is calculated from a representative period, under normal circumstances three months.

Note 1

See also Chapter 4, Section 1, ordinary working hours.

In addition, sickness pay is paid for sick leave exceeding 20 percent of an average weekly working time (waiting day) of the sick leave period, with 80 percent of the variable remuneration the employee should have been entitled to,

With a variable remuneration is in this context meant a performance pay as well as compensation for scheduled overtime, on-call service, travels outside ordinary working hours and displaced working hours, etc.

Note 2
Relapse rule
A sick leave period that starts within five calendar days from a previous sick leave period shall be considered to be the same sick leave period as the previous one.

That means that continued waiting time deduction may have to be made up to 20 percent of the average weekly working time (waiting time), within the same sick leave period is considered as one occasion even though the deductions are made on different days.

Note 3
General high-risk protection
The total number of waiting periods deducted up until 20 percent of the average weekly working time per sick leave period are limited to ten during a twelve-month period.

Note 4
Special high-risk cover
For employees, who from the Social Insurance Agency are eligible for sickness pay of 80 percent during the first day of sick leave, a deduction of the sickness pay is made for this day in accordance with what applies to sick leave exceeding 20 percent of the average weekly work time (waiting day) of the sick leave period.

Note 5
If salary or weekly working time is changed the following is applied. The employer shall make sickness deductions on the basis of the previous salary as well as the working time for at most the month during which the employee has been notified of the new salary and the changed working time.

6. Sickness deduction as from the 15th calendar day

For each sickness day (including work-free weekdays and Sundays and public holidays), a sickness deduction per day is made as follows, whereby monthly pay in excess of fixed monthly pay in cash also refers to benefits in the form of food or housing valued in accordance with the National Swedish Tax Board's instructions.

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

For absence during an entire calendar month or settlement period, a deduction is made of the entire monthly pay.

Note:
For partial sickness (such as 25, 50 or 75%), a sickness deduction is made according to the formula, but in proportion to the degree of sickness (i.e. 25, 50 or 75% x monthly salary x 12/365). For 50% sickness, for example, during an entire calendar month/settlement period, half monthly pay is payable during the sickness benefit period, for varying degrees of sickness (during the calendar month/settlement period), each partial sickness level/period is calculated separately in accordance with the formula above, where after the total compensation constitutes the pay for the calendar month/settlement period.

7. Exceptions

If the employee has been excluded from sickness benefits, or if these have been reduced in accordance with the National Insurance Act, the employer is not obliged to pay sickness pay or is entitled to reduce this by a commensurate rate.

If an employee has been injured in an accident caused by a third party and compensation is not payable in accordance with an industrial injuries insurance (TFA), the employer shall pay sickness pay but is entitled to require repayment by way of offset if – or alternatively to the extent – the employer receives compensation for loss of income from work from the person responsible for the injury.

Section 14 Parental pay

The section expired as of 1 January 2014 when sickness pay through AFA Insurance was introduced.

Section 15 Leave with temporary parental benefit

In the event of leave with temporary parental benefit, a pay deduction is made in accordance with Chapter 7, Section 12.

Section 16 Disease carriers

If an employee must refrain from work due to risk of transferring infection and there is entitlement to disease carrier benefit, a deduction is made in accordance with Chapter 7, Section 12.

Chapter 7a ANNUAL HOLIDAY

Section 1 Duration of annual holiday

The number of annual holiday days is set by legislation; currently it is 25 days per holiday year.

Section2 Holiday pay, holiday supplement

Holiday pay consists of the monthly pay that applies to the annual holiday plus holiday supplement.

Holiday supplement for each paid holiday day constitutes

- 0.8 % of the current monthly pay
- 0.5 % of the total of the variable pay portion that has been paid during the earning year.

The variable pay portion in this context is piecework surplus, on-call supplement and unsocial hours supplement, head fitter supplement or similar variable pay portions.

To "the sum of the variable pay portion that has been paid during the earning year" shall, for each calendar day (whole or partially) of absence on which holiday pay is based, be added an average daily income from variable pay portions. This average daily income is calculated by dividing the variable pay portion paid during the earnings year by the number of employment days (defined in accordance with Section 7 of the Annual Leave Act) excluding annual holiday days and entire calendar days of absence on which holiday pay is based during the earnings year.

Note:
The holiday supplement of 0.5 % assumes that the employee has earned a full paid annual holiday. If this is not the case, the holiday supplement shall be adjusted upwards by multiplying 0.5 % by the number of holiday days to which the employee is entitled and dividing by the number of paid holiday days earned by the employee.

The concept of monthly pay

Monthly pay in this context refers to the individually determined monthly pay.

Section 3 Annual holiday compensation

Annual holiday compensation is calculated as 4.6 % of the current monthly pay per annual holiday day not taken plus holiday supplement calculated in accordance with Chapter 7 a, Section 2. Annual holiday compensation for holiday day saved is calculated as if the saved day had been taken the holiday year the employment terminated.

Section 4 Deduction for unpaid annual holiday day

For each unpaid annual holiday day taken, a deduction is made from the employee's current monthly pay of 4.6 % of the monthly salary.

Section 5 Activity level

If the employee during the earnings year has had a different activity level than during the time the annual holiday is taken, the monthly pay at the time the holiday is taken shall be proportionate in relation to his percentage of full ordinary working hours at the workplace during the earnings year.

If the activity level has changed during the current calendar month, the activity level that has applied for the majority of the number of calendar days during the month shall be used in the calculation.
See Chapter 7 a, Section 2 for the concept of monthly pay.

Section 6 Payment of holiday pay

The following applies for payment of holiday pay.

The holiday supplements of 0.8 % and 0.5 % respectively shall be paid at the ordinary pay date in June. A local agreement may be reached within the company about another payment date for the holiday supplement.

Section 7 Saving annual holiday

Holiday pay for saved annual holiday days is calculated in accordance with Chapter 7 a, Section 2 (excluding the note). However, when calculating the holiday supplement of 0,5 %, all absence during the earnings year shall be treated in the same way as absence on which holiday pay is based.

Holiday pay for saved holiday days shall also be adapted to the employee's proportion of full ordinary working hours during the earnings year that preceded the holiday year in which the day was saved.

See Chapter 7 a, Section 5 for the calculation of the proportion of full ordinary working hour.

Chapter 8 PAYMENT OF SALARY

Section 1 Payment period and payment day

1. The salary is paid no later than the 27th of each month. Settlement of variable pay portions and payment of cost compensation reported on the last working day of the month is made the subsequent month, unless otherwise has been agreed.

2. If the ordinary payment day falls on a public holiday or free day or the day preceding such a day, the calculated pay or – if there is no time for calculation – an advance, corresponding to what the employee can be expected to have the right to receive, is paid out two working days before the public holiday or free day in question.

3. If the ordinary payment day falls on an ordinary Saturday or Sunday, the pay is paid out on the immediately preceding working day.

Section 2 Pay specification

Payments of salary and other compensation shall be specified.

Note:
If on the other hand there is no obstacle, the pay specification should be received by the employee the day before the payment day.

Section 3 Payment of piecework proportion and piecework advance

Piecework proportion and piecework advance are paid no later than the first payment date that falls 25 working days after the piecework note or advance note has been received by the company.

Note:

1) The stated deadline includes both day of receipt and payment day.
2) Public holidays that fall Monday–Friday, free days in accordance with Chapter 5, Section 1 and work-free weekdays in conjunction with the National Day are not counted as workdays.
3) Before the year-end, the employer should pay to employees who so wishes as large a part of the calculated earned piecework surplus as the employer considers himself able to pay without risk.

Section 4 Payment of piecework advance

This regulation has been replaced by Section 3 above.

Section 5 Payment during interruption of piecework

If piecework is interrupted and the interruption lasts for longer than three months, and if either part so requires, that part of the work carried out shall be finally calculated and the piecework proportion paid. This provision does however not apply when the interruptions have been caused by strike or lockout.

Section 6 Payment of piecework proportion when employment has ended

For piecework, the other members of the piecework team have no entitlement to the piecework proportion that is due to an employee who has left his employment before the piecework undertaken is completed. Such a piecework proportion shall be paid to the terminating employee or his representative, if the employee so requests on termination, or within two months of the other members of the piecework team has received their proportions of the piecework. If the employee neglects to exercise this right, the piecework proportion shall be transferred to SEF's study fund.

Section 7 Repayment liability

When the advances paid exceed the piecework proportion, each employee who has received too much is liable for repayment.

Note:
For guaranteed pay for piecework, see Chapter 7, Section 3, Item 3.

Section 8 Changes to and comments on piecework note

1. If a piecework note is changed, the employees shall be notified of the change no later than at the payment of the piecework proportion. In this event, the changes made in terms of price, number, time or similar shall be shown on the employee's copy.
2. Any uncontentious part of the piecework proportion shall always be paid by the due date.
3. Any comments on the final calculation shall be made by the employee to the company within 24 working days of the payment of the piecework proportion.
4. The regulations above concerning the latest time for submitting information for completion of the piecework note does not however entail any obstacle for SEF to report any contravention of the agreement or the piecework time list.

Section 9 Payment of sickness pay

Sickness pay is paid on the ordinary payment date for the payment period during which the employee has received a declaration in accordance with Chapter 7, Section 13, Item 3 from the employee.

Chapter 9 PIECEWORK (*Sv. "Ackordsarbete")*

Section 1 General

1. Work shall – as far as possible – be set at piecework using the piecework time list (PTL) agreed between IN and SEF.

Note:
When the prerequisites for piecework do not exist for reasons the employer cannot control, hourly payment shall be applied.

2. Work shall be set at piecework if it is timed in the piecework time list, and also in other cases if the prerequisites on which work shall be carried out can be determined and the time required for carrying out the work can be calculated in an acceptable way using a reasonable input for the time calculation in view of the scope of the work.

3. Prior to the start of all work the employer shall state by means of a note on the work order whether the work is to be carried out as piecework or on hourly pay. The employee shall note the time in the appropriate column for piecework time or hourly time on the time sheet.

4. Employees who have been told to carry out work on hourly pay, but who consider themselves to have the right to have the work given as piecework shall demand to carry out the work as piecework, as soon as possible and no later than before 1/3 of the work has been done.

5. For piecework, a materials list – if such can be drawn up – shall be issued to the fitter in question. When materials are issued or delivered straight to the workplace, a delivery note shall be appended.

6. Work for which the working hours are less than 8 hours does not have to be given as piecework. Local agreements about productivity supplements may however be entered into for shorter work.

Section 1 a Agreement on exceptions

Following a local agreement, Chapter 9, Section 1 may be excluded from implementation within a company until further notice, for a certain period or for certain work. An agreement until further notice is valid until another agreement has been reached.

Note 1
An agreement until further notice as per above is part of the collective bargaining agreement, whereby Chapter 9, Section 1 of the agreement may be applied following a new local agreement.

Note 2
In order for an agreement, in accordance with Chapter 9, Section 1 a, to be valid, it shall be in writing.

Section 1 b Industrial plants

For work at, or within, an industrial plant carried out by the employer on current account, an agreement may be reached to make an exception from the obligation to give out work as piecework.

Such agreements applies only to work at industrial establishments as per above and shall be limited in time or for a defined object, however for no longer than one year.

An agreement should simultaneously be reached regarding piecework compensation to cover the lack of piecework pay.

Note
In order for an agreement in accordance with Chapter 9, Section 1 b to be valid, it shall be in writing.

Section 2 Piecework time list

1. The piecework time list has been established with the same period of validity as this agreement and consists of sections for high voltage current, telecom signalling and switchgear work.

2. If either party so requires, negotiations on adding new or changed piecework times shall be started.

3. The piecework format for work according to the piecework time list is straight piecework in combination with piecework with base guarantee.

Straight piecework is applied for piecework pay up to the money factor multiplied by the multiplier applicable for the work plus SEK 45.33 from May 1 2023 and SEK 46.79 from May 1 2024.

Above this level, piecework with base guarantee applies, so that 75% of the part of the piecework pay that exceeds the breakpoint accrues to the piecework team.

4. As a prerequisite for the applicability of the piecework time list is that materials and tools, work machines and working methods are such as stated in work descriptions in the operating time sections of the list and that work preparation and work prerequisites otherwise fall within the "General prerequisites" stated under the heading "Allocation time" in the descriptive parts of the list.

5. If there is consensus on an issue brought to central negotiation that the piecework time list is not applicable, or if this has been determined by other means, then the piecework time negotiation brought about in this way shall also be concluded at a central level, unless the parties to the agreement agree on total or partial referral back to the local negotiation.

6. For work objects with other degree of work preparation than those contained in the "General prerequisites" in the descriptive part of the piecework time list, an agreement shall be reached about the size of the allocation supplement or other piecework multiplier in accordance with the rules in Chapter 9, Section 3, Item 2.

When applying the piecework time list to workshop fitting, an agreement shall be reached on a special object multiplier.

7. For work in accordance with the piecework time list, the requisite documentation for carrying out the work shall be provided to the employees. If drawings or descriptions in addition to oral instructions are required in order for the employee to carry out the work, such shall be provided.

What applies in this respect is shown in the description sections of the piece work time list.

Note
If the employee received work instructions or drawings with text in another language than Swedish, the works management shall provide such clarifications as may be deemed necessary in order to carry out the work properly.

8. If the space between the floor and the place in which the materials are affixed exceeds

4 metres, the employer shall supply scaffolding free of charge.

Note
Compensation for work involving mobile scaffolding tower is prescribed in the piecework time list in some cases.

Section 3 Piecework multipliers

1. Location multiplier

For certain locations, municipalities or other geographical areas, a special piecework multiplier is applied. It is determined in negotiations between the local branches of IN and SEF and is applied for work within agreed areas.

Note
The obligation to participate in re-negotiations of the applicable location multiplier is limited to once every calendar year.

2. **Object multiplier**

During consultation within the company concerning the establishment of a new, major workplace, an agreement may be reached on that a different multiplier shall apply for the workplace than that of the location. A major workplace in this context refers to a project that is expected to take longer than 1 200 hours.

In order for such an agreement to be valid, it has to be made in writing.

If an agreement cannot be reached, the location multiplier shall be used.

Note
For work projects starting after September 1 1995, or any earlier time agreed locally, the then current piecework multipliers shall be reduced by dividing by 1.2. However, no location multiplier shall be lower than 1.00.

Section 4 Money factor

As of May 1, 2023	As of May 1, 2024
167.30 SEK	172.49 SEK

Section 5 Determining of piecework total

The calculated time for the entire work consists of the part times from the piecework time list and the piecework time determined otherwise. This shall be multiplied by the piecework multiplier valid for the work in accordance with Chapter 9, Section 3 and the money factor in accordance with Chapter 9, Section 4. In this way, the piecework total is arrived at.

Section 6 Untimed work

1. An agreement shall be reached regarding work that is not timed in the piecework time list, but for which it is possible to set a piecework rate, through free negotiation between the employer or his representative and the employee or employees offered the work. Such an agreement shall be expressed in time and be reached before 1/3 of the work has been carried out.

2. If an agreement regarding piecework as per above cannot be reached, the work shall be carried out in accordance with the pay regulations in Chapter 7, Section 3, Item 6.

Section 7 Piecework total

The parties have established that for piecework, there have, to some extent, been local agreements about a piecework total for the entire work based on the company's work cost forecast. As such an agreement may entail labour saving on both parts and create increased prerequisites for registering extra work, the central parties have agreed not to oppose such agreement about piecework total between the parties involved in the issue at the workplace, if so is required with cooperation from the local organization. If there is no divergence from the regulations of the piecework time list, the calculation shall be based on the times of the piecework time list and be designed so that amounts and times can be checked. If consensus cannot be reached, a piecework note shall be drawn up as usual.

Section 8 Special compensation

1. Where storage facilities for materials are provided separate from the building in which the assembly work is carried out and the shortest distance between the storage and the building (house) is unusually great (80 m), an agreement shall be reached between the employer and employee about reasonable compensation to the employee for transport by the employee from the storage to the building (house). In the same way, when the workmen's' cabin is located so that the shortest distance between the building in which the work is carried out or between the

workmen's' cabin and storage is greater than 80 m, an agreement about reasonable compensation for walking time outside the 80 meter limit shall be reached.

2. An agreement as per above shall also be reached for work in new multi- storey construction as from the tenth floor above the storage level.

3. In the event installation work is carried out on non-cleared premises in completed buildings and the work is thereby made unusually difficult because of existing heavy furniture or other obstacles, an agreement shall be reached between the employer and employees about **r**easonable compensation for the problems caused.

4. If installation work must be carried out during times when the establishment is in use and the work is thus made more difficult, the employees may request the employer at the start of the work to receive reasonable compensation for the additional work. However, such compensation shall constitute at least 10% of the piecework time for that part of the work that can be considered to have been made more difficult.

Section 9 Reduction for free assistance

For installation work where free assistance is supplied, an agreement shall be reached in each special case between the employer and the employee or employees offered the piecework about a reduction of the applicable piecework multiplier corresponding to the free assistance.

Section 10 Employer's participation in piecework

1. When employers participate in the work, his participation in the piecework shall be arranged so that the employees' percentage of the piecework surplus is not affected.

2. If the employer participates in common piecework, he is obliged to provide information to the employees or their representatives every week of the number of hours he has participated in the piecework. He shall also provide all necessary information for completion of the piecework note.

Section 11 Change of piecework team in the event of low work rate

If piecework is clearly carried on so slowly that the work cost for the same, calculated as work paid per hour, will exceed the set piecework, the work may be handed over to other employees.

Section 12 Completion of piecework

When an employee starts piecework, he shall complete the work until finished unless there is a valid reason, and employees should not be removed from the piecework except for important repairs or other compelling reasons.

Section 13 Submission of piecework note

1. Employees are obliged to submit two copies of piecework notes to the employer via SEF's local branch. The employee receives one copy back on payment of the piecework surplus, unless the local branch has requested the copy of the piecework note to be sent to the branch.

2. The piecework note shall be received by the employer as soon as possible following completion of the work and no later than 24 working days after the last time sheet and return note for the work in question have been submitted by the employee. When special reasons prevail, an agreement may be reached between the employer and employee to extend this period.

3. The regulations above concerning the latest time for submitting information for completion of the piecework note does not however entail any obstacle for SEF to report any violations of the agreement or the piecework time list.

Section 14 Failure to submit piecework note

If an employee neglects to submit a piecework note for piecework carried out within the time stated in the agreement, SEF's local branch undertakes at the request of the employer to provide written notice whether and when a piecework note can be expected. If the local branch has given notice that a piecework note is not to be expected, or if a piecework note has not been received by the employer no later than 40 working days after a request has been made to the local branch, the right to piecework surplus is lost.

Section 15 Concluding settlement of part of piecework

For major works with a duration exceeding one year, a concluding settlement shall be made for definable sections for accounting purposes (building, block, etc.), which shall be determined before the work starts in accordance with an agreement between the company and the piecework teams involved, whereby the periods between the concluding settlements should not exceed one year other than for exceptional reasons.

Section 16 Exchanges between IN and SEF of piecework notes

The employer is obliged on demand to send an employee's copies of piecework notes to his local branch of SEF. SEF is also, if requested, obliged to send copies of piecework notes to the local branch of IN.

Section 17 Information on piecework

For piecework according to this chapter, it is incumbent upon the employer, following a request from SEF's local branch in connection with drawing up the piecework list, to pass on information about pay, hours worked and name in relation to non-members.

Chapter 10 HOME LOCATION

Section 1 General – home location

1. The employees home location may be

a) the location where the employer has the head office or
b) the location where the employer has set up a permanent branch office, or
c) another location on condition that food and lodgings can be received there in a reasonable manner.

A change of home location can be made following a free agreement between the employer and the employee. This new home location shall apply for at least 6 months. If the employer has requested the change, he shall pay the employee's moving costs.

2. In order for a branch office in accordance with Chapter 10, Section 1, Item 1 b) above to be deemed to be a branch, the following is required:

The branch office shall be equipped with office and storage facilities with adequate equipment and stock. The employer shall maintain one person permanently at the location to act as head of the branch. The branch shall carry on an operation that is relatively independent in relation to the head office.

3. In order for the quality of the installation work to be maintained at a satisfactory level, the parties are agreed that when the employer has work carried out at another location that that where the company has its head office or branch, a head fitter from the employer's head office or branch shall be appointed to carry out the work. Such head fitter, sent out from the head office or branch, shall have his home location at the head office or branch.

Note:
Without hindrance from what is stated in the previous paragraph, a head fitter may also be employed with such a location as referred to under Item 1 c) above as home location, unless the work relates to new construction or major reconstruction.

Section 2 Home location limit – journey limit

1. The limits of the home location and as applicable journey limits within the home location shall be determined in a home location agreement with the same period of validity as this agreement.

Home location agreements are reached between the parties' local branches and shall be approved by IN and SEF in order to be valid.

2. For locations where a set home location limit does not already exist, in such agreements the area shall not be smaller than a circle with a 3 km radius and not larger than a circle with a 5 km radius,

3. When determining the home location in accordance with Section 1, Item 1 c), the following applies:
At such locations where home location agreements approved by IN and SEF have been reached, these shall be applied.
Where such home location agreements have not been reached, the rules stated earlier in this chapter shall be applied. A new home location in accordance with Section 1, Item 1 c) must not be located closer to a set home location area than that the distance between the limits is at least 3 km.

4. For locations where a home location agreement has not been established a home location- and journey limit is applied in the shape of a circle of a three kilometre radius around each company.

Item 4 enters into effect on January 1 2018 for work that starts from that day.

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Chapter 11 WORK OUTSIDE HOME LOCATION

Section 1 General

1. In the situation below, the employer shall plan the work so that the least possible inconvenience arises for the employee.

   When ordering work entailing an overnight stay or longer work journey (journey exceeding one hour), reasonable consideration shall be taken to whether the employee's family situation causes difficulties in this context through the need to care for children who have not yet completed their first year at school or for a sick relative. This means that the employer, before issuing the order, shall ask other employees if they can carry out the work.

2. For work outside the home location, the employee shall receive journey cost compensation, journey time compensation and subsistence allowance, on the conditions stated below. An agreement on other items may be reached by a local agreement, within the company or between the employer and the employee.
3. In order to be valid the agreement shall be in writing. Validity- and notice period shall be specified.

   If such an agreement between the employer and the employee has been reached it is valid, regardless of that has been agreed, initially only for a period of at most three months; where after it is automatically terminated unless both parties agree to a prolongation. If the agreement is prolonged it can always, irrespective of any validity- or notice period specified, be terminated with three months' notice by both parties.

Section 2 Journey cost compensation

For journeys outside the home location the employer will pay for the ticket for the means of communication required (for travel by train 2nd class and for travel by boat 2nd class) as well as for transportation of luggage This does not apply if the work place is closer to the employee's permanent residence than within a three kilometre radius from the said place of residence. In case the shortest route between the place of residence and the workplace within the limits of the circle exceeds five kilometres the main rule regarding compensation from the company applies.

When a journey at night, (10pm – 6am) during at least six hours must be undertaken the employee will be compensated for sleeping accommodation in above stated travel class even where sleeping arrangements do not exist.

Note
Travelling by other means that by one's own car the least expensive mode of travel and type of ticket will be compensated for.

Section 2a Travel bill and receipt

The employee shall, in addition to what is required according to Chapter 6, Section 1, when the employer demands and in such a way and time the employer states, account for the journey actually made in order to enable a correct fiscal management. Travelling by other means than one's private car a receipt or other type of verification shall be given to the employer.

The employer shall provide necessary equipment for finalising the report.

Section 3 Travel compensation

The employer will pay travel compensation for a journey eligible for travel compensation according to Section 2 above and by means of transport as stated below.

Section 3a Travel compensation I

Travel by public transportation

By travels with public transportation the employer pays a travel compensation for that travel time that can be estimated for a journey from the company to the work site outside ordinary working time. Compensation is paid according to Chapter 7, Section 7, item 1.

Calculation of the travel compensation shall me made by trip planner for the fastest route from the company to the work site, based on the means of transportation from which the travel reimbursement is based on.

For travels to a location where overnight stay takes place, the length of the travel time is established according to departures and arrivals of the different means of transport. Travel time is equal to the time spent waiting at exchange stations.

Section 3b Travel compensation II

A journey by own means of transport, or by transport provided by the employer, from the company or from a meeting point assigned by the employer within the home location, the employer will pay a Travel allowance of 1.80 SEK per km from May 1, 2023, and 1.90 SEK per km from May 1, 2024, calculated from the company to the work site. The distance from the company to the work site is determined by the shortest route according to one part's centrally established map database.

For an employee who is being picked up at, or in the vicinity of, his place of residence the employer will pay travel compensation according to the first section above (Section 3b), but not more than the actual, corresponding travel time according to Chapter 7, Sector 7, item 1, calculated from the pick-up point.

By journeys to a location where overnight stay takes place the length of the travel time is established according to departures and arrivals of the different means of transport. Travel time is considered equal to time spent waiting at exchange stations.

Note

The parties have agreed that the Eniro map database shall be used.

Section 3c Travel compensation III

Travels in the employer's vehicle from one's place of residence

If the employee, according to an agreement, disposes one of a vehicle provided by the employer and who can use said vehicle for daily travels between his place of residence and the work place, the parties should also regulate the conditions of use.

The agreement and terns shall be documented in writing.

Unless otherwise agreed the following applies:

Employee who departs from his residence shall be at the customer/work place by the start of the working time and is required to use 30 minutes of his own time for the journey. The corresponding applies at the end of the working period at a customer's or a work place. For additional travel time compensation is paid according to Chapter 7, Section 7, item 1. Time spent for such a journey shall not be considered as worked time even though the employee carries equipment, tools, materials or the like or whether other workers are accompanying him. In those cases when the driver shall bring other workers in the car travel compensation is paid for the whole journey to the driver only.

Passengers
For an employee who gets picked up at or in the vicinity of his residence the employer pays compensation for travel time according to Chapter 7, Section 7, item 1, but not more than the corresponding, actual travel time calculated from the pick-up place.

Note 1
Journeys related to on-call service are paid as worked time.

Note 2
This provision does not regulate the extent to which time used for travels can be seen as working time according to the Working Time Directive.

Journey time (= time used for journey outside the home location limit or journey limit) outside ordinary working hours is compensated for in accordance with Chapter 7, Section 7, Item 1, however at most by 12 hours per calendar day, even if the journey takes longer. For journeys to locations where an overnight stay occurs, the duration of the journey time is determined based on the departure and arrival of the means of transport. Time spent waiting for changes at stations is deemed equal to journey time.

Section 4 Subsistence allowance

For work outside the home location area, the employee shall receive subsistence allowance as follows:

1. Without overnight stay (one day session)

For absence of at least 12 hours

As of May 1 2023	As of May 1 2024
169 SEK	174 SEK

Note:
Absence refers to the period of time during which the employee is outside the home location limit or journey limit.

2. With overnight stay

Subsistence allowance for the day of departure if the departure takes place before noon	260 SEK
otherwise	130 SEK
Subsistence allowance for days in-between	260 SEK
Subsistence allowance for the day of return if the return takes place later than 7 pm	260 SEK
otherwise	130 SEK

Note
The subsistence allowance amounts follow the instructions of the National Swedish Tax Board as amended from time to time (instruction No 354).

If the employer covers the cost of food, a deduction is made from the subsistence allowance as from 1 January 2023 as follows:

Subsistence allowance:	**260 SEK**	**182 SEK**	**130 SEK**
Deduction for breakfast	52 SEK	36 SEK	26 SEK
Deduction for lunch	91 SEK	64 SEK	46 SEK
Deduction for dinner	91 SEK	64 SEK	46 SEK

If the cost of food is not covered by the subsistence allowance, the employer shall reimburse reasonable proven costs and make a deduction as per above.

For absence exceeding three months at the same location	182 SEK
For absence in excess of two years in the same location	130 SEK
The employer shall provide free lodging of a satisfactory nature. If the employer following an agreement with the employee does not provide lodging, a subsistence allowance per night is payable by	130 SEK

Notes

1. Satisfactory nature means a living standard that is normally provided in single rooms in hotels. If this is not practically possible to achieve, the lodging may diverge from the above.

   For lodging exceeding two working weeks at the same location, where breakfast is not offered, there shall be kitchen equipment, cooking equipment, storage facilities, fridge and freezer available to a normal housing standard adapted for the number of persons living there.
2. For overnight stays, the absence outside the home location limit and journey limit is counted from the time of departure to the time of return.
3. Subsistence allowance is not payable for any time of absence from the place of performance.
4. For work on moving ships, the employer should contribute to ensure the employee receives food and lodging of the same standard as the engine-room officers. No subsistence allowance is paid in this case.
5. When a workplace outside the home location is so located that an employee cannot receive food and lodging within a circle with the workplace at the centre and a 2 km radius, he shall receive – if a journey has actually been taken place – compensation for journey cost and also for the walking or journey time taken outside the 2 km area.
6. When work is interrupted for more than four weeks, a new three-month period starts when the work is restarted. If the interruption is due to sickness or holiday, the three-month period is instead extended by the number of days the interruption has lasted.

Section 5 Working hours

For work outside the home location that requires an overnight stay, the employee shall receive 1 hour paid time off per day worked when full subsistence allowance is payable. Such time off shall be allocated in conjunction with weekends, unless there are operational obstacles.

If outstanding time off has not been taken in accordance with above, the time shall be credited to the employee's individual time bank in accordance with Chapter 4, Section 12.

Section 6 Flex time

For work outside the home location that requires an overnight stay in accordance with Chapter 4, Section 9, flex time may be used between 6 am and 8 pm.

Section 7 Advance payment of journey cost

For journeys ordered to locations in which overnight subsistence allowance is payable, the employee is entitled to receive a reasonable advance on journey costs and subsistence allowance before the start of the journey.

Note

The employer shall not reclaim advances on journey cost and subsistence allowance until the employee has been given the opportunity to report on the journey cost and, in respect of the advance for subsistence allowance, has returned to the home location following completion of the work, or because the work has been interrupted for other reasons.

Section 8 Journey home when working outside home location

When working outside the home location, employees shall receive free journeys home at weekends as follows:

Once the employee has been absent from the home location for more than eight consecutive days, and unless there are operational obstacles, he shall be entitled to a journey to the home location the following weekend and every weekend thereafter.

Compensation for journey costs is payable in accordance with Chapter 11, Section 2.

Journey time compensation in accordance with Chapter 11, Section 3 is payable for journeys in conjunction with the start and end of work.

If the employer does not provide free lodging and/or does not pay subsistence allowance, journey cost compensation in accordance with Chapter 11, Section 2 and journey time compensation in accordance with Chapter 11, Section 3 is payable.

Note

Where an agreement has been reached that the return journey shall be in the employee's car, car-pooling shall be used to the extent the car's registration permits.

Note

The subsistence regulations refer to work in Sweden. For work abroad, the employee is entitled to negotiate with the employer about other compensation.

Chapter 12 SPECIAL REGULATIONS

Section 1 General rules of conduct

1. Each employee is obliged to carry out as much work and as good work as his ability allows.
2. Employees are obliged to follow those work regulations issued by the employer that are not in breach of the law or this agreement.
3. The working hours shall be used efficiently. Thus breaks, changes of clothes, washing and payment of the salary must not infringe on the working hours. During working hours, the employee must not be absent unnecessarily from the workplace assigned to him.
4. Faults in respect of materials, machines, tools and scaffolding shall be reported immediately by the employee to the office.
5. Unauthorized persons may not be brought into the workplace by the employees.
6. The employee may under no circumstances carry out any competitive work for third parties.
7. The employee is obliged to comply with the facilities for checking working hours provided by the employer, such as validation of time sheets by the person ordering the work. In workplaces where time clocks are installed, the regulations governing their use shall apply also for electricians.
8. The employee is obliged to carefully comply with applicable general directives relating to electrical installations as well as any special directives issued relating to connection to the local electricity station, and these directions and regulations, to the extent they are available in writing, shall be supplied to the employee free of charge. In the event of any uncertainty, the employee shall ask the works management, who will provide explanations and information.
9. If the employee considers himself being treated unfairly in any respect, he shall seek redress from the head of the company.

Section 2 Working environment

1. In accordance with the law and this agreement, the employer is responsible for providing a safe and satisfactory working environment. This means, among other things, that the employer shall organize and plan the work in such a way that the employee is not exposed to physical or mental strain that may cause ill health or accidents.
2. If a trade union representative or local trade union representative considers the employer not having fulfilled his obligations in accordance with Item 1, a report of this shall immediately be made to the employer.
3. The employer shall as soon as possible discuss the measures to be taken with the trade union organization. If unanimity cannot be reached at this discussion, within five days from the end of the discussion, the parties shall jointly refer the issue to the Swedish Work Environment Authority's local supervisory authority for final determination.
4. Neglect to fulfil the obligations in accordance with Item 3 and where stated the final determination constitutes a breach of collective bargaining agreement. If an employer has suffered punishment or other sanctions imposed in accordance with the Work Environment Act due to such neglect, shall general damages however not be payable.

Section 2 a Scaffolding and protective equipment

1. According to this agreement, the employer is obliged to provide scaffolding and protective equipment in accordance with law and regulations in order to ensure a safe working environment.
2. Refusal to carry out work where reasonable safety arrangements have not been carried out is not to be regarded as refusal to work in contravention of the agreement.

Section 3 Tools and other equipment

1. Employees shall receive the necessary and fully useable tools and a lockable tool box or tool bag. For piecework, the tool kit assumed by the piecework price lists shall be supplied.
2. Employees are not obliged to replace lost tools in the event such a tool box or tool bag is not provided. All tools, machines and materials shall be handled with care and attention by the employee. Employees are obliged to compensate for lost tools, machines and materials or damage or faults to them caused by proven neglect. Compensation is payable at net price, however after reasonable deduction for wear and tear.

Section 4 Material storage

During new construction, major reconstruction or otherwise where necessary, premises for storage of materials and tools intended only for the electrical fitters shall be arranged. More detailed instructions for materials storage are shown in Appendix 4.

Section 5 Storage facilities

1. Employers are obliged to ensure that the employees receive lockable storage space intended only for the electricians for storage of clothes.

2. If an employee has lost or had damaged clothes kept in a locked storage space due to burglary or fire reported to the police and insurance company, the employer shall compensate for the loss or insurance excess up to an amount of SEK 1 500 per employee. A copy of the report shall be given to the employer.

3. Employers who have not fulfilled obligations as per above shall be responsible for the risk of loss or damage to the employees' clothes up to the amount stated above, irrespective of whether he has been able to insure against this.

Section 6 Personnel facilities

For information about the dining and changing facilities indicated for the employees, please see Appendix 5 of the agreement.

Section 7 Protective clothing and protective equipment

1. For work where there is a risk that the employees' clothes may be damaged by corrosive or solvent substances, as well as for particularly polluting work, the employer shall provide protective clothing, footwear and work gloves to a sufficient extent and of satisfactory quality.
2. All personal protective equipment prescribed by a public authority shall be provided and paid for by the employer.

Section 8 Use of apprentices for independent work

Employees with less than 3 years of trade experience or apprentices may not be made to carry out independent installations of lighting or power.

Note
Exceptions to this rule may be made in the event of sickness or other temporary reason or in the case an apprentice with little training time, however not less than 2½ years, is found to have the necessary competence to carry out the work.

Section 9 Head fitter

Independently working fitter as well as head fitter in teamwork is responsible towards the employer for ensuring the work is carried out in accordance with the descriptions, drawings and instructions provided and the orders of the works management. The head fitter also monitors the working hours and behaviour of the employees that are part of the work team. Irregularities shall unconditionally be reported immediately to the works management.

Section 10 Disregard of work duties

The parties have agreed on the following as examples of cases where the parties consider that gross disregard of work duties prevails and where the employer is entitled to immediate dismiss an employee (see Section 18 of the Employment Protection Act):

- a person who deliberately or through gross negligence injures another person.
- a person who displays obvious defiance of orders given by a foreman during work or who declines to carry out work ordered by a foreman (the order must not, however, conflict with the regulations in force.)
- a person who deliberately or through gross negligence damages the company's machines, materials, completed or started work or the belongings of others
- a person who appears inebriated in the workplace.

Section 11 Electronic monitoring systems

The use of electronic monitoring systems shall be implemented in a way that entails as little infringement as possible for the employees' personal integrity. When choosing between different means, the means shall be used that has the least impact on the employees' personal integrity. When introducing new electronic monitoring systems, such as GPS or similar, or by a substantial change of purpose in using such a system, the employer has a liability to negotiate in accordance with Sections 11 and 14 of the Employment (Co-determination in the Workplace) Act. The worker's Union has the possibility to negotiate according to Section 12 of the Employment Act. At such negotiations the following shall be addressed:

Balance of interest

- the purpose of the system and how the results will be used
- routines and times for deselecting
- which positions at the company shall have access to the information gathered and in what way the employee has been notified on the purpose of the system and how the outcome has been used, what controls can be carried out and the purpose of these controls and on the employees right to know what information is registered regarding himself.

Follow-up routines

- The employer's routines for following up.

Note to the negotiation minutes May 8, 2010

Declaration of intent ID06

The purpose of ID06 – General regulations regarding the duty to prove identity and report presence – is in particular to make undeclared earnings from work and financial crime more difficult and to strengthen sound competition. IN and the Swedish Electricians Union have contributed to the writing of ID06.

With the introduction of Chapter 12, Section 11 of the Installation Agreement, the Swedish Electricians Union confirms that the union wishes to join the ID06 system on the same terms as other participating organizations and does not have any complaints against the system rules concerning card confirmation and other work regulations.

Section 12 Labour market apprentices

Upon receiving a labour market apprentice, the employer shall call for negotiations according to Section 11 of the Act on Co-determination at Work.

Note to minute April 22, 2013

It is noted in the minutes that the parties share the Swedish Public Employment Service's view that when labour market apprenticeships are used as a labour market policy measure, regular work opportunities should not be excluded.

Chapter 13 OTHER AGREEMENTS

Section 1 Between IN and SEF the following collective bargaining agreements are in force

1. Vocational Education and Training Agreement (Appendix 1)
2. Agreement on the implementation of the rules of negotiation in the Employment (Co-Determination in the Workplace) Act in conjunction with the use of sub-contractors and with loan of fitters (Appendix 2).
3. Agreement on material storages (Appendix 4).
4. Agreement on personnel facilities (Appendix 5).
5. Agreement on collection of union fees and control fees.
6. Development Agreement.
7. Agreement on lay-offs and lay-off pay (Appendix 6).
8. Agreement on financing further training and insurance GF 3100 (group life and industrial injuries insurance, etc.) via AMF.
9. Allocation of piecework total (Appendix 7).
10. Agreement on electrical safety (Appendix 8).
11. Arbitration proceedings in piecework disputes (Appendix 9).
12. Excerpt from negotiation minutes concerning the introduction of monthly pay and shifts and displaced working hours (Appendix 10).
13. Agreements on home location agreement, Negotiations concerning night work and Extended deadlines for demanding dispute negotiations (Appendix 11).
14. Work environment agreement for the electrical engineering industry (Appendix 12).
15. Agreement on negotiation procedures in certain piecework disputes (Appendix 13).
16. Agreement on extra allocation to agreement pension IN-SEF with a premium waiver insurance that currently amounts to 1.5 percent. From May 1, 2024, the provision will be increased by 0.2 percent and will thereafter amount to 1.7 percent.
17. Special regulations regarding foreign companies with operations in Sweden.

Section 2 Agreements entered into between SAF/Swedish Enterprise and LO and PTK which have subsequently been adopted by EA/EIO/IN and SEF

1. Main agreement between SAF and LO dated December 20 1938 with the changes included in this agreement to apply to the extent and in the form that follows from the agreement thereon between SAF and LO dated December 23 1976
   (Appendix 15).
2. Collective agreement of June 22, 2022 between the Confederation of Swedish Enterprise and the Swedish Trade Union Confederation (LO) on adjustment insurance for workers.
3. Gender equality agreement SAF–LO–PTK dated March 3 1983.

Chapter 14 INSURANCES

Section 1 Agreement group health insurance (AGS)

The employees are entitled to such agreement group health insurance on which SAF and LO have reached an agreement dated 22 June 1971 with subsequent changes.

Section 2 Agreement pension SAF–LO

The employees are entitled to supplementary pension in accordance with an agreement on agreement pension SAF–LO (previously Special Supplementary Pension, STP) between SAF and LO dated 19 January 2000 and between Swedish Enterprise and LO dated 16 April 2007 with subsequent changes.

Section 3 Industrial injuries insurance (TFA)

The employees are entitled to such industrial injuries insurance that follows from agreements between SAF and LO dated 16 May 1974 with subsequent changes.

Section 4 Group life insurance (TGL)

The employees are entitled to such group life insurance on which SAF and LO have reached an agreement dated 29 March 1962 with subsequent changes.

Section 5 Severance pay (AGB)

The employees are entitled to such severance pay insurance on which SAF and LO have reached an agreement dated 7 April 1964 with subsequent changes.

Section 6 Parental allowance insurance

The employees are entitled to supplementary parental allowance as per the final agreement dated 30 April 2013 between the Confederation of Swedish Enterprise and the Swedish Trade Union Confederation.

Stockholm, November 19 2020

INSTALLATÖRSFÖRETAGEN	SVENSKA ELEKTRIKERFÖRBUNDET
Ola Månsson	Urban Pettersson
Henrik Junzell	Mikael Pettersson
Emelle Thunholm	Tomas Jansson
Kenneth Andersson	Niklas Enström
Johnny Petré	

APPENDICES

APPENDIX 1
Vocational Education and Training Agreement – installation area

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Vocational Education and Training Agreement –installation area

between Installatörsföretagen (IN), and the Swedish Electricians Union, SEF.

IN and SEF are agreed to try to achieve a satisfactory recruitment and training of skilled tradesmen through the application of the regulations about trade skills training below and by operating in the central trade board established by the organizations.

The agreement applies for the employment of apprentices for training to become electricians specializing in

- electrical engineering
- industry
- and for training as lift fitters.

Certificates following completion of apprenticeships are issued for these categories.

The agreement is also applicable for employment of technical trainees for skills training to become technical fitters.

Section 2 Local Trade Board of the Electricity Industry (ELY)

Local trade boards (ELY) will be established in locations that the ECY finds suitable. The parties' local branches shall appoint members of the ELYs in the same way as applies for ECY.

In accordance with instructions issued by ECY, ELYs shall exercise supervision of the training and maintain contacts with schools and other bodies operating within trade skills training and further training in the ELY's operating area. ELYs shall draw up registers of notified heads of training and training representatives.

Validity of the agreement

The agreement is valid for the same period as the Installation Agreement reached between the parties.

Chapter 1 General regulations

Section 1 Central Trade Board of the Electricity Industry (ECY)

a) IN and SEF are appointing a special trade board, ECY. The board shall consist of three representatives from the employer's side and three from the employee's side, and an equal number of deputies. The board appoints a chairman and a deputy chairman from among its members.

At the request of the ECY, the Joint Industrial Training Council appoints an impartial chairman to serve on the board when handling certain issues.

b) It is particularly incumbent upon the Trade Board

to exercise supervision of and to promote the apprentice training and other training within the trade

to prepare guidelines for the apprentice training and further training

to maintain contact with schools and other bodies operating within trade skills training and further training

to inform about the various types of certificates issued by the ECY

to continuously register new employment of apprentices and technical trainees

to indicate supplementary training as necessary

to produce the required forms for control and follow-up of the apprentice training

to deal with issues relating to dispensation from the agreement regulations

to issue certificates of completed apprentice training and certificates of completed skills training time

to submit an annual report on the operation to the Joint Industrial Training Council, and

to otherwise handle such issues as the parties jointly refer to the board.

Section 3 Central Trade Board as arbitration panel

a) At the request of one part, ECY shall consider and determine disputes about the validity or correct meaning of the regulations in Chapter 2, Sections 2–7 and Chapter 3, Sections 1–5 about whether certain actions contravene these regulations or about sanctions against actions that are said to contravene them.

If a majority verdict cannot be reached by the board about an issue on which the board is to act as arbitration panel, an impartial chairman shall be called to participate in the trial and determination of the issue.

b) By employment of apprentices and technical trainees who are not members of the Swedish Electricians Union, issues as referred to in a) shall still be determined in the manner established here.

Section 4 Decision on sanctions

In the event of breaches against the regulations in this agreement, ECY may following a report of a case as stated in Chapter 1, Section 3 a decide on sanctions against the actions.

Chapter 2 Apprentices

This chapter concerns the employment of apprentices for training to become electricians or lift fitters.

Section 1 Head of training and training representative

In companies carrying out training of apprentices, the employer shall appoint a head of training, who in consultation with the training representative and ELY shall monitor and promote the training within the company. Once a head of training has been appointed, the ELY shall be informed.

SEF's local branch shall appoint a training representative from among the employees employed by the company. Once a training representative has been appointed, the employer and ELY shall be informed.

The activities and compensation of the training representative is regulated in the Trade Union Representatives (Status at the Workplace) Act.

Section 2 Terms and conditions for apprentice employment

An employer may only employ an apprentice if he has completed basic education and if the company in its operation has the opportunity during the set training period to provide the apprentice with satisfactory knowledge and skills in the trade speciality to which the apprenticeship relates.

When employing an apprentice, the employer's activities, in the location where the apprentice works, shall correspond to the scope detailed below.

Number of fitters with 4 years trade experience and more	Number of apprentices
1-2	1
3-4	2
5-7	3
8-11	4
12-15	5

and thereafter a further apprentice for every five employed fitters with 4 years' trade experience and more.

Note:

In order for the apprentice to be credited with basic education on employment, courses according to ECY's list shall have been completed with at least a pass mark.

Section 3 Employment of apprentice

At the start of the employment, proof of employment shall be issued, signed by the employer, the apprentice and the training representative.

The employer shall ensure that the proof of employment, information about the apprentice, a copy of educational certificates and other documentation claimed by the apprentice are sent to ELY as soon as possible after the employment starts.

The first 720 hours of the training period constitute a trial period.

Section 3a Limited-time employment of an apprentice

Employers with up to 12 employees within the agreement area can enter into agreements for fixed-term apprenticeship employment. The employment period for fixed-term apprenticeship agreements should be at least one month.

Employers with more than 12 employees within the agreement area can, by agreement with ELY, apply fixed-term apprenticeship employment.

Before an employer enters into a new fixed-term employment with another apprentice, a previously fixed-term employed apprentice who has not completed their training period should be offered re-employment. This is provided that the previous fixed-term employment ended within six months before the intended new fixed-term employment.

Section 4 Training period within company

In addition to the education at upper secondary school or corresponding, there are 1600 hours of training within the company, to the extent the training has not been completed earlier. Further courses completed, over and above those prescribed by ECY, may reduce the training time and also provide entitlement to further certificates following assessment ECY.

Note:

In the event of other training, the training period in the company shall be assessed by ECY.

Section 5 Termination of apprentice employment

Apprentice employment should not be terminated except in the cases stated below, and then with consideration for applicable regulations in law and agreements. Before an employment is terminated, the employer shall consult with the training representative and ELY in good time.

a) During the trial period detailed in Chapter 2, Section 3, either party is entitled to terminate the employment.

b) When lack of work makes a reduction of the workforce necessary, the provisions of Chapter 2, Section 2, second paragraph shall be applied, unless ELY states otherwise.

c) When ECY on application finds it reasonable to release a party from being bound by the employment contract.

d) If the employer or the apprentice seriously neglect their liabilities or become guilty of such actions as according to general rules of law entail a right for the other party to immediately terminate the employment relationship, then the apprentice employment may be terminated with immediate effect.

Section 6 Employer's responsibilities toward the apprentice

The employer shall make sure the apprentice receives systematic training so that he acquires satisfactory knowledge and skills in the specialist trade to which the trade training aims. The course plans advised by ECY shall be followed as far as possible.

A planning schedule for apprentice skills training should be drawn up in consultation with the company's head of training and the training representative. It is incumbent upon the employer to ensure the apprentice notes down the work elements in which he participates on the apprentice time sheet issued by the ECY. Continuous follow-up of the apprentice's skills training shall be made by the employer, the training representative and ELY. Once the apprentice has completed the training, the documentation requested by ECY shall be sent to ECY.

For supplementary studies indicated by ECY, the employer shall reimburse the course fee once the course has been completed with a pass mark.

At termination of the employment, the employer shall ensure the apprentice receives a testimonial with information about employment period, the nature of the work and a character showing the apprentice's knowledge and conduct.

Section 7 The apprentice's responsibilities

It is incumbent upon the apprentice to acquire knowledge and skills in the trade in accordance with instructions from works management or skilled tradesmen, and to account for the work elements carried out on an apprentice time sheet on a weekly basis, and also to send information to ELY in accordance with instructions issued by ECY.

If the apprentice has not completed the basic education prior to employment, the apprentice is obliged to seek entry to such education in accordance with the employer's instructions.

If an apprentice has been ordered to supplement his education, this shall be started immediately following such a decision. The apprentice is obliged to complete the indicated supplementary education within the time specified. Apprentices shall receive apprentice pay until the education ordered has been completed.

Chapter 3 Technical trainees

This chapter applies to employment of technical trainees for skills training in order to become technical fitters.

Section 1 Terms and conditions for technical trainee employment

The employer may employ a technical trainee only if he has gained a pass mark from at least 3-year upper secondary education specialising in the technical area in question.

Note
Technical area in question at upper secondary level means the Energy Programme, Technical Programme, or similar.

Section 2 Employment of technical trainee

At the start of the employment, proof of employment shall be issued, signed by the employer and the technical trainee.

The employer shall ensure that the proof of employment, a copy of educational certificates and other documentation claimed by the technical trainee are sent to ELY as soon as possible after the employment starts.

The first 720 hours of the skills training period constitute a trial period.

Section 3 Skills training period within company

In addition to the education at upper secondary school or corresponding, there are 1600 hours of skills training within the company, to the extent the skills training has not been completed earlier.

Section 4 Employer's responsibilities towards the technical trainees

The employer shall make sure the technical trainee receives systematic training so that he acquires satisfactory knowledge and skills in the specialist trade to which the trade training aims.

At termination of the employment, the employer shall ensure the technical trainee receives a testimonial with information about employment period, the nature of the work and a character showing the technical trainee's knowledge and conduct.

Section 5 The technical trainee's responsibilities

It is incumbent upon the technical trainee to participate in the skills training and acquire knowledge and skills in the trade in accordance with instructions and to the best of his ability.

Chapter 4 Pay, compensation and other terms and conditions of work

Section 1 Payment

Apprentices and technical trainees receive pay as follows in compliance with the provisions of this agreement:

Lowest pay SEK/month	As of May 1 2023	As of May 1 2024
1-700 hours	SEK 15 902	SEK 16 395
721 hours –end of apprentice period	SEK 18 416	SEK 18 987

For underground work, pay is payable without deduction for reduced working hours.

Apprentices and technical trainees who participate in piecework during the apprenticeship or the skills training period are not entitled to a share in the piecework pay.

Section 2 Journey time

Journey time outside ordinary working hours is paid:

SEK/hour	As of May 1 2023	As of May 1 2024
1-700 hours	SEK 73.99	SEK 76.29
721 hours –end of apprentice period	SEK 85.36	SEK 88.00

The journey time compensation stated includes holiday pay. Journey time within ordinary working hours is paid as time worked.

Section 3 Other terms and conditions of work

Apart from the provisions of this agreement, the agreements reached between the organizations shall also apply to apprentices and technical trainees.

APPENDIX 2

Agreement on the implementation of the rules of negotiation in the Employment (Co-Determination in the Workplace) Act in conjunction with the use of sub-contractors and by loan of fitters or by temporary loan of a fitter from a staffing agency.

Common values

The parties are agreed that it is important

to promote genuine enterprise in various ways

that fair and sound competition between companies in the sector is a prerequisite for achieving genuine enterprise, and

that the parties within the sector work actively to ensure companies within the implementation area of the Installation Agreement carry on their business so that it does not entail any disregard of law and collective bargaining agreements or the generally accepted practice for the sector.

that use of sub-contractors and lending of fitters is not carried out in contravention of the electricity legislation.

I Primary negotiation through control and information

In the following, use of sub-contractors is also understood to include borrowing fitters from another company or temporarily hiring a fitter from a work agency. Correspondingly, a sub-contractor is also understood to include a company from which borrowing is done as well as work agency from which temporary hiring is done.

The employer's liability to hold primary negotiations in accordance with the Employment (Co-determination in the Workplace) Act when issuing work covered by the Installation Agreement to a sub-contractor and when borrowing fitters or temporarily hiring fitters from a work agency is fulfilled when the conditions in accordance with Section 1, Items A, B, C and D below are met:

The parties agree that contracting of a company that is part of the same group of companies as the sub-contractor or by loaning/hiring of fitters from companies that are part of the same group can, by way of derogation from the Employment (Co-Determination in the Workplace) Act, take place without any primary negotiation and are thus not covered by the obligations of this appendix. This presupposes that the sub-contractor or the loaning/hiring company is a member of IN and that the structure of the group of companies is known to by way of the LUVA- Agreement or that SEF has been informed of the structure of the group of companies in another way.

Borrowing is only permitted of employees who are employed by the lending company.

Note
The obligation for the borrowing company, according to IV below, must also be fulfilled between group companies.

Section 1 Control and information

A Control of sub-contractors

Employers shall check that sub-contractors engaged fulfil the following conditions:

a) company tax registration certificate

b) value added tax registration certificate

c) company registration certificate

d) bound by the Installation Agreement

B Information

The employer shall provide information to the local branch of the Swedish Electricians Union (SEF) when the sub-contractor is engaged for the first time. Such information shall include the following items about the sub- contractor:

a) corporate identity number

b) complete name and address

c) telephone number, fax number if available

d) the workplace/s to which the engagement relates

Note to the minutes for Section 1 B

The next time the same sub-contractor in question is engaged by the employer, the local branch shall be informed. Such information shall include the workplace/s to which the engagement relates.

C Complaint against previously used sub-contractor

SEF shall maintain a list of sub-contractors of which they have been informed in accordance with Item B above. If the local branch of SEF considers that a veto entitlement situation may prevail in relation to the sub- contractor engaged, SEF's local branch is entitled to get copies of the documents shown in A above.

Note to the minutes for Appendix 2, Section 1

The rules in Section 1 concerning control and information do not have to be applied to sub-contractors who are members of the IN. IN's control of member companies shall cover the same terms and conditions as stated above. In such cases, only notice that the company has been engaged is required. Such information shall include the workplace/s to which the engagement relates.

D Information to a hired fitter

Upon hiring/borrowing a fitter the fitter shall be given information about the work and, to some degree, of the self-monitoring programme.

E Information regarding precedence when hiring from a temporary work agency

When hiring a fitter through a temporary work agency – bound by the Installation Agreement – the hiring company shall provide information whether there are any former employees with priority for re-employment. In case there are former employees with priority information shall also be given regarding what time period the hiring is intended

.

In that case where there are former employees with priority and the hiring is intended to exceed eight weeks SEF can within five work days from when information, as of above, has been given call for a local negotiation according to Appendix 17. Regarding a potential, subsequent central negotiation and arbitration the rules in Appendix 17 applies.

Note to the minutes

Note that the simplified procedure according to Appendix 2 can be applied when the employees of the temporary work agency are employed with the Installation Agreement as applicable collective bargaining agreement. By hiring of workers employed with other employment conditions Employment (Co-determination at Work) Act Section 38 is applied.

Section 2 Question of veto rights in accordance with Section 39 of the Employment (Co-determination at Work) Act

If there is any reason to question a veto right in accordance with Section 39 of the Employment (Co-determination at Work) Act in relation to a certain sub-contractor, the local branch of SEF shall, within five days from when information has been provided according to Section 1, in writing call for a negotiation and also state the reasons for this measure. A copy of this notice shall simultaneously be sent to the local branch of IN.

If a negotiation is called for it shall speedily take place and normally be concluded within 14 days from when the negotiation was called for unless the parties have agreed differently.

If it is found that a veto right does not exist, the employer is entitled to anew the application of Appendix 2, Section 1 above when engaging the sub-contractor.

If a possible declaration of veto shall be applied it shall take place within 14 days of the conclusion of the negotiation.

If a declaration of veto is given the hiring company shall within five days terminate the sub-contract.

If a declaration of veto has been given to the hiring company said company shall negotiate according to The Employment (Co-determination at the workplace) Act Section 38 before the sub-contractor can be hired again – unless SEF in writing announces that Appendix 2 can be applied.

If the sub-contract lasts for a longer period of time SEF can, six months after the information was communicated according to Section 1 above, during 14 days again question the veto right and call for a negotiations according to the above stated.

Note to the minutes for Appendix 2, Section 2

The basis for assessing whether a sub-contractor is genuine or not shall be what is stated in Section 39 of the Employment (Co-determination at Work) Act as well as its preliminary work and legal practice. A veto right can only be exercised by SEF centrally.

II Primary negotiation in other cases

If an employer intends to engage a sub-contractor without fulfilling the prerequisites under **I** above, the employer shall in each individual case hold primary negotiations with the local branch of SEF involved in accordance with Section 38, first paragraph of the Employment (Co-determination at Work) Act, however, with the exception of in the cases stated in Section 38, second paragraph of the Employment (Co-determination at Work) Act.

III Lending

Lending does not have to be preceded by negotiation or information. A borrowed employee may not be lent out to another company.

IV Payment of salary

It is incumbent upon the borrowing company to ensure the borrowed personnel receives sufficient documentation – in the form of piecework note or similar – to pay the salaries within the deadlines stated in the Installation Agreement.

The employer of the borrowed personnel shall carry out the payment of salary at the latest on the first day of payment that occurs 15 days after the document has reached the employer.

V Sanctions

The fundamental idea is that general damages shall normally not be payable for one-off breaches of agreement that appear to be excusable or concern purely formal errors.

APPENDIX 3
Employment Protection Act

issued February 24, 1982 (with subsequent changes)

Certain references to the collective bargaining agreement, where divergences have been made from the Act, are made below. However, grey shading of some text in the Act is no longer done in the printed agreement.

Introductory provisions

Section 1

This Act applies to employees in public or private service. However, exceptions from the implementation of the Act are

1. employees who in view of their tasks and terms and conditions of employment are regarded as being company leaders or have a comparable position,
2. employees who are part of the employer's family,
3. employees who are employed to work in the employer's household,
4. employees who are employed with special employment support or in sheltered work.
5. employees who are employed in non-secondary apprentice employment.

Section 2

If there are special provisions in another law or in a regulation issued with the support of a law which diverge from this Act, then these provisions shall apply.

An agreement is invalid to the extent it cancels or reduces the employees' rights in accordance with this Act.

Divergences may be made from Sections 5, 6, 22 and 25–27 by means of collective bargaining agreement. However, if the agreement has not been reached or approved by a central employee organization, it is a requirement that a collective bargaining agreement is in force between the parties on other issues which has been entered into or approved by such an organization, or that such a collective bargaining agreement is temporarily not valid. On the same conditions, it is also permitted to determine in greater detail the calculation of benefits as referred to in Section 12 by means of a collective bargaining agreement.

By means of a collective bargaining agreement reached or approved by a central employee organization it is also permitted to make divergences from Sections 4a, 11, 15, 21, 28, 32, 33 a, 33 b, 40 and 41. It is also permitted to make divergences by such an agreement.

1. from Sections 6 b–6 e on condition that the agreement does not entail less advantageous rules being applied to the employees than follow from
    - Council Directive 2001/23/EG of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of businesses, or
    - Council Directive 91/533/EEC of 14 October 1991 on an employer's obligation to inform employees of the conditions applicable to the contract or employment status, in its original wording,
2. from Section 30 a, insofar as notice in accordance with Section 15 is concerned, and
3. from Sections 30, 30 a and 31, insofar as the rights of the local employee organization is concerned.

4. From Section 4 a, second paragraph as to how an employment contract of indefinite duration may be discontinued at the time presented in Section 32 a.

   Agreements on deviations from diverge from Section 21 may be reached even outside collective bargaining agreement conditions, if the agreement entails that a collective bargaining agreement reached for the operational area with the support of the fourth paragraph shall be applied.

   An employer who is bound by a collective bargaining agreement in accordance with the third or fourth paragraphs may apply the agreement also for employees who are not members of the employee organization party to the agreement, but who are occupied with work as referred to in the agreement. Act (*2016:248*).

Section 3

When applying Sections 5 a, 11, 15, 22, 25, 26 and 39 second paragraph, and Sections 11, 15, 22, 25, 26 and 29, the following special provisions apply for calculating employment time:

1. An employee who changes employment by transferring from one employer to another may in the latter employment be credited also with the time in the former employment, if the employers at the time of transfer were part of the same group of companies.

2. An employee who changes employment in connection with a company, an operation or part of an operation transferring from one employer to another through such a transfer as covered by Section 6 b may be credited with the time employed by the former employer when the employment time is to be calculated by the latter employer. This also applies to changes in employment in connection to bankruptcy.

3. If several such changes of employment as referred to in Items 1–2 occur, the employee may add together the employment times from all the employers.

   Employee who has been re-employed in accordance with Section 25 shall be considered to have achieved the employment time required for notice in accordance with Section 15 and priority right in accordance with Section 25. Act (*2016:248*).

Employment Agreement (See also Chapter 2 of IS agreement)

Section 4

Employment agreements are permanent. However, employment for a specified period may be agreed in such cases as stated in Sections 5 and 6. If such an agreement is reached otherwise, the employee may in the way stated in Section 36 have a court declare that the agreement shall be permanent.

Notice may be given by the employer or the employee to terminate a indefinite-term employment agreement following a certain notice period. Employment for a specified period terminates without notice at the end of the employment period, or once the work has been completed, unless otherwise has been agreed or follows from Section 5 a, second paragraph or Section 6. In Section 4 a there is a specific rule on the obligation to leave the employment Section 33 includes special provisions about obligations to leave the employment in connection to the employee becoming entitled to full sickness benefit in accordance with the National Insurance Act.

An employee may leave his employment with immediate effect if the employer has to any significant degree neglected his undertakings against the employee.

In those cases as referred to in Section 18, an employer may terminate the employment with immediate effect by means of dismissal.

It follows from Sections 6, 8–10, 15, 16, 19, 20, 28–32, 33, 33 a, and 33 c. Act (*2016:248*) that the employer in some cases is obliged to inform and negotiate with the employee and the

employee organization involved and to apply a certain procedure in connection with an employment agreement being reached or terminated.

Section 4a

If an employer wants an employee to leave his employment in connection to that the employee, according to the Social Insurance Code, is entitled to full sickness pay, the employer shall, in writing, give the employee notice thereof as soon as the employer has gained knowledge on the decision regarding sickness pay.

Section 5

Agreements on employment for a specified period may be reached

1. for general employment for a specified period,
2. for stand-in work,
3. for seasonal work, and

Section 5 a

A general fixed-term employment will turn into an indefinite-term employment when the employee has been employed by the employer for more than two years.

1. during a five-year period, or
2. during a period when the employee has had fixed-term employments with the employer in the form of general fixed-time employment, temporary employment or seasonal work and the employments have followed each other.

.

An employment has followed another if it has been taken up within six months of last day of the former employment.

A temporary position will turn into an indefinite-term employment when a worker has been employed as a substitute by an employer for more than two years during a five-year period. Act (*2016:248*).

Section 5 b

For those who are 67 years of age a general fixed-term employment or substitute work will not change into a permanent position according to Section 5 a. Act (*2016:248*).

Section 6

Agreements may also be reached about time-limited probation employment, if the trial period is no longer than six months.

If either the employer or the employee does not wish for the employment to continue once the trial period has ended, notice shall be given to the counterpart no later than at the end of the trial period. If this is not done, the probationary employment becomes permanent employment.

Unless otherwise has been agreed, probationary employment may be terminated even before the end of the trial period.

Section 6 a

Cancelled

Section 6 b

In the event of a transfer of a company, an operation or part of an operation from one employer to another, the rights and obligations due to the employment agreements and the terms and conditions of employment that applied at the time of transfer are also transferred to the new employer. However, the

former employer is also liable towards the employees for financial obligations that relate to the time prior the transfer. This paragraph applies also to employees in public service and on ocean-going ships.

The first paragraph does not apply to transfers in connection to bankruptcy. Nor does the first paragraph apply to age-related, disability or surviving dependant benefits.

Despite the provisions of the first paragraph, the employment agreement and the employment conditions shall not be transferred to a new employer if the employee opposes this.

Section 6 c

No later than one month after the employee has started to work, the employer shall provide employee with written information regarding all the terms and conditions of significant importance to the employment agreement or the employment condition. If the employment period is less than three weeks, the employer is not obliged to provide such information.

Such information shall include the following items:

1. The employer's and the employee's names and addresses, the start date of the employment and the workplace.
2. A brief specification or description of the employee's tasks and his occupational position or official title.
3. Whether the employment is permanent or for a specified period or whether it is a probationary employment, and
   - **a)** for permanent employment: the applicable notice periods,
   - **b)** for employment for a specified period: the end date of the employment or the conditions that apply for the employment to terminate and what form of employment for a specified period the employment refers to,
   - **c)** for probationary employment: the duration of the trial period.
4. Starting pay, other pay benefits and how often the pay is to be paid out.
5. The duration of the employee's paid holiday and the duration of the employee's normal working day or working week.
6. Applicable collective bargaining agreement, as applicable.

   The information referred to in the second paragraph Item 3 a, Item 3 b regarding the prerequisites for terminating the employment, Items 4 and 5 may, if suitable, be provided in the form of references to legislation, other regulations or collective bargaining agreements regulating these issues.

Section 6 d

For employees being posted abroad, if the posting is intended to last for more than one month, the employer shall provide written information to the employee in accordance with Section 6 c prior to the departure, if this has not already been done.

Prior to the departure, the employer shall provide written information to the employee including at least

1. the employment period abroad,
2. the currency in which the payment will be paid out,
3. as applicable, the cash compensation and benefits in kind that follows from the posting abroad,
4. as applicable, the terms and conditions for return journeys, and

5. as applicable, the terms and conditions that become applicable in accordance with Section 23 of the Foreign Posting of Employees Act (1999:678).

The information referred to in Items 2 and 3 may, if suitable, be provided in the form of references to legislation, other regulations or collective bargaining agreements regulating these issues.

Section 6 e

If the terms and conditions of the employment change by means of a decision by the employer or an agreement between the employer and the employee and the change relates to any of the information the employer has provided, or should have provided, the employer shall provide written information about the change within one month.

Section 6 f

The employer shall inform employees who are employed for a specified period about vacant, permanent positions and probationary employment positions. The information may be provided by being made generally available at the workplace.

Employees who are employed for a specified time and on parental leave shall be provided with the information direct, if the employee so demands.

Section 6 g

Within three weeks of an employee's request, the employer shall provide written information about the employee's total employment time. The employer shall upon request from an employee employed for a specific time according to Section 5, items 1-3 provide written information regarding all employments that are relevant for the application of Section 5 a. For each such employment the type, starting date and end date shall be specified.

Information according to the first paragraph shall be provided within three weeks from when the request has been made. When calculating the employment time, and upon assessment regarding which former employments are subject to the obligation to provide information also employments in accordance with Section 3, first paragraph shall be considered. Act (*2026:248*).

Termination by the employer

Section 7

Termination by the employer shall be based on objective grounds.

Termination is not based on objective grounds if it is reasonable to demand that the employer provides other work with the employer for the employee.

In the event of such a transfer of a company, an operation or part of an operation as referred to in Section 6 b, the transfer itself shall not constitute objective grounds for terminating the employee. This prohibition shall however not prevent any termination made for financial, technical or organizational reasons, where changes to the workforce are included.

If the termination is due to circumstances that relate to the employee personally, it must not just be based on circumstances known to the employer, either for more than two months before notice was given in accordance with Section 30 or, if such notice has not been given, two months before the time of termination. The employer may however base the termination only on circumstances that he has known for more than two months, if the time overrun is due to him having delayed the notice or the termination at the request of the employee or with the employee's agreement, or if there are extraordinary reasons for the circumstances to be invoked.

Section 8

Termination by the employer shall be given in writing.

In the termination notice, the employer shall state what the employee shall observe in the event the employee wishes to claim that the termination is invalid or to claim damages as a result of the termination. The notice shall also state whether the employee has priority right to re-employment or not. If the employee has priority right and an application is required in order to assert the priority right, then this shall also be stated.

Section 9

The employer is obliged, if the employee so requires, to state the circumstances invoked as grounds for the termination. The information shall be in writing if the employee so requires.

Section 10

The termination notice shall be given to the employee in person. If it is not reasonable to request this, the notice may instead be sent by registered post to the employee's most recent known address.

The termination is deemed to have taken place when the employee is informed of the termination. If the employee cannot be found and a termination notice has been sent by post in accordance with the first paragraph, then termination is considered to have taken place ten days after the letter was handed to the post office for mailing. If the employee is on holiday, the termination is deemed to have taken place no sooner than the day after the
holiday ended.
(See also Appendix 11 of the Installation Agreement.
Deadlines extended by 7 calendar days.)

Notice period

Section 11

A minimum notice period of one month applies to both employers and employees.

The employee is entitled to a notice period of

- two months, if the total employment time with the employer is at least two years but less than four years,
- three months, if the total employment time with the employer is at least four years but less than six years
- four months, if the total employment time with the employer is at least six years but less than eight years,
- five months, if the total employment time with the employer is at least eight years but less than ten years, and
- six months, if the total employment time with the employer is at least ten years.

If an employee who is on parental leave, in accordance with Sections 4 or 5 of the Parental Leave Act (1995:584), is given notice of termination due to lack of work, the notice period starts

- when the employee returns to work in full or partly, or
- when, in accordance with the notice of parental leave that applies when the notice is given, the employee should have returned to work. Act (*2015:759*).

Payment and other benefits during the notice period

Section 12

An employee who has been given notice of termination is entitled to retain his pay and other employment benefits during the notice period, even if the employee is not given any tasks whatsoever or is given other tasks than before.

Section 13

If the employer has declared that the employee does not have to be available during the notice period or any part thereof, the employer may deduct from the benefits income that the employee has earned in another employment in accordance with Section 12, first paragraph. The employer is also entitled to deduct income that the employee could have earned from other acceptable employment during this time.

Section 14

An employee under notice of termination may not be moved to another location during the notice period, if the employee's opportunities to seek new work are thereby not inconsiderably impaired.

During the notice period, an employee under notice of termination is also entitled to reasonable time off from the employment with retained employment benefits to visit the labour exchange or otherwise seek work.

Notice that employment for a specified period will not continue
(See also Chapter 3 of the Installation Agreement)

Section 15

An employee, who is employed for a specified period in accordance with Section 5 and who will not continue to be employed once the employment ends, shall be notified of this by the employer at least one month prior to the end of the employment period. However, a prerequisite for a right to such a notice is that the employee, when the employment ends, has been employed by the employer for more than twelve months during the last three years. If the employment period is so short that notice cannot be given one month in advance, the notice shall instead be given when the employment starts.

If a seasonal employee, who when the employment ends has been seasonally employed by the employer for more than six months during the last two years, will not get renewed seasonal employment at the start of the new seasons, the employer shall give the employee notice of this at least one month prior to the start of the new season.

Section 16

The notice in accordance with Section 15 shall be in writing.

In the notice, the employer shall state what the employee shall observe in the event the employee wishes to claim that the employment agreement should be declared valid permanently or to claim damages for breach against Section 4, first paragraph. The notice shall also state whether the employee has priority right to re-employment or not. If the employee has priority right and an application is required in order to assert the priority right, then this shall also be stated.

The notice shall be given to the employee personally. If it is not reasonable to require this, the notice may instead be sent by registered post to the employee's most recent known address.

Section 17

An employee who has received notice in accordance with Section 15, first paragraph is entitled to reasonable time off from the employment with retained employment benefits to visit the labour exchange or otherwise seek work.

Dismissal (See also Chapter 12, Section 10 of the Installation Agreement)

Section 18

Dismissal may take place if the employee has grossly neglected his obligations towards the employer.

The dismissal must not only be based on circumstances known to the employer, either for more than two months before notice was given in accordance with Section 30 or, if such notice has not been given, two months prior to the time of dismissal. The employer may however base the dismissal only on circumstances that he has known about for more than two months, if the time overrun is due to him having delayed the notice or the dismissal at the request of the employee or with the employee's agreement, or if there are extraordinary reasons for the circumstances to be invoked.

Section 19

The dismissal shall be in writing.

In the dismissal notice, the employer shall state what the employee shall observe in the event the employee wishes to claim that the dismissal is invalid or to claim damages as a result of the dismissal.

The employer is obliged, if the employee so requires, to state the circumstances invoked as grounds for the dismissal. The information shall be in writing if the employee so requires.

Section 20

The dismissal notice shall be given to the employee in person. If it is not reasonable to require this, the notice may instead be sent by registered post to the employee's most recent known address.

The dismissal is deemed to take place when the employee is informed of the dismissal. If the employee cannot be found and a dismissal notice has been sent by post in accordance with the first paragraph, then dismissal is deemed to have taken place ten days after the letter was handed in for posting. If the employee is on holiday, the dismissal is deemed to have taken place no sooner than the day after the holiday ended. **(See also Appendix 11 of the Installation Agreement. Deadlines extended by 7 calendar days.)**

Section 21

An employee who is laid-off is entitled to the same pay and other employment benefits as if the employee had retained his tasks. However, this does not apply if the lay-off is a result of the work being seasonal or for other reasons is not of a continuous nature.

Priority order upon termination (See also Chapter 3, Section 2 of the Installation Agreement)

Section 22

In the event of termination due to lack of work, the employer shall observe the following priority order rules.

Before the priority order is established, an employer with at most ten employees may, irrespective of the number of priority order ranks, exempt two employees who in the opinion of the employer are of special importance for the continued operation. When calculating the number of employees at the employer,

employees referred to in Section 1 are ignored. The employee or employees exempted have priority right to continued employment.

If the employer has several operational units, a priority order shall be established for each unit separately. The mere circumstance that an employee has his workplace at his home does not entail that this workplace constitutes a separate operational unit. If the employer is or is usually bound by a collective bargaining agreement a special priority order shall be established for each agreement area. If in such cases there are several operational units at the same location, a joint priority order shall be established within an employee organization's agreement area for all units at the location, if the organization so demands no later than during negotiations in accordance with Section 29.

The priority order for those employees who have not been exempted is determined based on the total employment time for each employee with the employer. Employees with longer employment times take priority before employees with shorter employment times. In the event of equal employment times, greater age gives priority. If an employee can only be provided with continued work with the employer after being transferred to another position, a prerequisite for priority in accordance with the priority order is that the employee has sufficient qualifications for the continued work.

Section 23

Employees with reduced ability to work and who for that reason have been provided with special work by the employer shall, if so can be done without serious inconvenience, have priority right to continued work, irrespective of the priority order.

Section 24 Cancelled

Priority right to re-employment

Section 25

Employees who have been terminated due to lack of work have priority right to re-employment in the operation where they were previously working. The same applies to employees who have been employed for a specified time in accordance with Section 5 and who have not obtained continued employment due to lack of work. A prerequisite for priority right is, however, that the employee has been employed by the employer for a total of more than twelve months during the last three years or, insofar as priority right to new seasonal employment for a former seasonal employee is concerned, six months during the last two years and that the employee has sufficient qualifications for the new employment.

The priority right applies from the time the notice of termination was given or notice given or should have been given in accordance with Section 15 first paragraph and thereafter until nine months have passed from the day the employment ended. For seasonal employment, the priority right instead applies from the time the notice was given or should have been given in accordance with Section 15 first paragraph and thereafter until nine months have passed from the start of the new season. If during the periods now mentioned the company, the operation or part of the operation has been transferred to a new employer through such a transfer as covered by Section 6 b, the priority right shall apply for the new employer. The priority right also applies in those cases where the former employer has become bankrupt.

If the employer has several operational units, or if the employer's operation has several collective bargaining agreement areas, the priority right shall apply to employment within the unit and the agreement area in which the employee was working when the previous employment ended. If in such cases there are several operational units in the same location, the priority order shall apply within an employee organization's agreement area for all units in the location, if the organization so demands no later than during negotiations in accordance with Section 32.

Section 25 a

A part-time employee, who has notified his employer that he wishes to have employment with a higher activity level, however at most full-time, has priority right to such employment despite Section 25. A prerequisite for the priority right is that the employer's need for labour is satisfied by the part-time employee becoming employed with a greater activity level and that the part-time employee has sufficient qualifications for the new tasks.

If the employer has several operational units, the priority right applies to employment within the unit where the employee is working part-time.

The priority right is not valid against those who are entitled to transfer to another position in accordance with Section 7, second paragraph.

Section 26

If several employees have priority right to re-employment in accordance with Section 25 or priority right to employment with a higher activity level in accordance with Section 25 a, the priority order between them shall be determined on the basis of each employee's total employment time with the employer. Employees with longer employment times take priority over employees with shorter employment times. In the event of equal employment times, greater age gives priority.

Section 27

If notice of priority right to re-employment has been given in accordance with Section 8, second paragraph or Section 16, second paragraph, then priority right cannot be claimed before the employee has notified a claim to priority right with the employer.
An employee who accepts an offer of re-employment does not have to start the new employment until after a reasonable transfer time.
If the employee turns down an offer of re-employment that should reasonably have been accepted, the employee has lost his priority right.

Negotiations etc.

Section 28

An employer who is bound by a collective bargaining agreement and who reaches an agreement on employment for a specified time for work that is covered by the collective bargaining agreement shall inform the local employee organization about the employment agreement as soon as possible. Notice shall also be given when the collective bargaining agreement is temporarily invalid.
However, no notice needs to be given if the employment period is no longer than one month.

Section 29

Regarding an employer's obligation to negotiate prior to a decision to give notice of termination due to lack of work, lay-off or readmission after lay-off, Sections 11–14 of the Employment (Co-determination at Work) Act (1976:580) are applied.

Section 30

An employer who wishes to dismiss or terminate an employee due to circumstances that relate to the employee personally shall inform the employee of this in advance. If the notice relates to termination, it shall be given at least two weeks in advance. If it relates to dismissal, it shall be given at least one week in advance. If the employee is a member of a trade union, the employer shall simultaneously notify the local employee organization to which the employee belongs.

The employee and the local employee organization to which the employee belongs are entitled to negotiate with the employer about the measure to which the notices relate. A prerequisite is, however, that negotiations are demanded no later than one week after the notices have been given.

If negotiations have been demanded, the employer may not execute the termination or the dismissal until the negotiations have ended. **(See also Appendix 11 of the Installation Agreement. Deadlines extended by 7 calendar days.)**

Section 30 a

An employer who gives notice to an employee in accordance with Section 15 that employment for a specified period will end shall at the same time notify the local employee organization to which the employee belongs.

The employee and the local employee organization are entitled to negotiate with the employer about the notice.
(See also Chapter 3, Section 3 of the Installation Agreement).

Section 31

An employer who intends to give an employee notice that a probationary employment shall be terminated early or end without being transferred to permanent employment shall inform the employee about this at least two weeks in advance. If the employee is a member of a trade union, the employer shall simultaneously notify the local employee organization to which the employee belongs.

The employee and the local employee organization are entitled to negotiate with the employer about the notice.

Section 32

An employer who intends to employ an employee when someone else has priority right to re-employment in the operation or priority right to employment with a higher activity level shall first negotiate with the employee organization involved in the way described in Sections 11–14 of the Employment (Co-determination at Work) Act (1976:580). The same applies when an issue arises of who out of several persons with priority right shall be re-employed or get an employment with higher activity level.

The right to remain in employment until the age of 67

Section 32 a

An employee is entitled to remain in employment until the end of the month in which he or she turns 67 years, unless otherwise follows from this Act.

Special provisions for workers over 68 years of age

Section 33

On dismissal of an employee over 68 years of age the following provisions shall not be applied:

1. Section 7 on substantive grounds for dismissal,
2. Section 8 second paragraph on the contents of a notice of termination,
3. Section 9 on the employer’s obligation to state the reason for termination, and
4. Section 34 on annulment of termination.

Section 33 a

In case of dismissal of a worker who has turned 68 years old Section 30 on notification, notice and right to a hearing shall be applied, unless a negotiation according to Sections 11-14 The Employment (Co-determination at Work) Act regarding the issue in question has been held.

Section 33 b

An employee who has turned 68 years of age does not have the right to a longer notice period than one month nor is he entitled to priority rights according to Sections 22. 23. 25, or 25 a.

Section 33 c

On dismissal of an employee who has turned 68 years of age Section 35 on annulment is not applied. In that situation a notice according to Section 19 second paragraph must not include information on what the employee shall observe if he intends to claim that the dismissal is null and void.

Section 33 d

For an employee who has turned 68 years of age a general fixed-term contract or a temporary contract does not transfer to a permanent position according to Section 5.

Note
On January 1 2023 the age limit is raised to 69 years of age.

Transitional regulations

SFS 2016:1271

1. This Act enters into force on July 1 2017
2. For workers employed in Developmental Employment prior to entry into force Section 1, applies in its older wording,

SFS 2019:0528

1. This Act enters into force on January 1 2020.

2. The provision of Section 33 is only applied to agreements on general fixed-term employment or substitute employment that is entered into after the Act has entered into force. For agreements entered into prior to that Section 5, applies in its older wording
3. Older regulations still apply to the termination of employment due to a condition relating to an obligation to leave the employment at a certain age, that are present in a Collective Bargaining Agreement entered into prior to the Act having entered into force. This however only applies on condition that the agreement has a limited duration of no longer four years and at most no longer than until the
   agreement expires.

4. A condition of an individual agreement on the obligation to leave the employment at a certain age that has been entered into prior to the Act having entered into force is invalid if it suspends or restricts an employee's right to remain in employment. Older regulations still apply to such a condition in an individual agreement entered into prior to September 1 2001.

5. Older regulations still apply regarding issues concerning a termination or dismissal when an employer, prior to the Act having entered into force, having terminated or dismissed an employee, or having instituted proceedings for termination or dismissal by a request for negotiation, a notification or a notice.

6. Older regulations still apply for a written notice, according to Section 33 first paragraph, in its older wording, when an employer prior to the Act having entered into force has left such a notice to an employee who will turn 67 years of age prior to February 1 2020. If the employee turns 67 on February 1 2020 or later the notice is without effect.

SFS 2020:0597

This Act will enter into force on July 30 2020.

Disputes about the validity of terminations or dismissals etc.

Section 34

If an employee is terminated without objective grounds, the termination shall be declared invalid if claimed by the employee. However, this does not apply if the termination is only assailed because it is in contravention of priority right rules.

If a dispute should arise about the validity of a termination, the employment shall not end as a result of the termination until the dispute has been finally determined. Nor may the employee be suspended from work due to the circumstances that have occasioned the termination except where there are special reasons. The employee is entitled to payment and other benefits in accordance with Sections 12–14 for as long as the employment remains.

A court may decide at a time up until the final determination whether the employment shall end at the expiry of the notice period or at a later time set by the court or that a suspension in progress shall cease.

Section 35

If an employee has been dismissed under circumstances that would not even be sufficient for a valid termination, the dismissal shall be declared invalid if claimed by the employee.

If such a claim is made, a court may decide that the employment shall continue despite the termination until the dispute has been finally determined.

If a court has issued a decision in accordance with the second paragraph, the employer may not suspend the employee from work due to the circumstances that occasioned the dismissal. The employee is entitled to pay and other benefits in accordance with Sections 12–14 for as long as the employment remains.

Section 36

An employment agreement that has been limited in time in contravention of Section 4, first paragraph shall be declared valid permanently if claimed by the employee.

If such a claim is made, a court may decide that the employment shall continue despite the agreement until the dispute has been finally determined. The employee is entitled to payment and other benefits in accordance with Sections 12–14 for as long as the employment remains.

Section 37

If a court has issued a decision by means of a legally binding judgement that a termination or a dismissal is invalid, the employer may not suspend the employee from work due to the circumstances that occasioned the termination or dismissal.

Damages (See also Chapter 3, Section 6 of the Installation Agreement)

Section 38

An employer who is in breach of this Act shall pay not just salary and other employment benefits to which the employee may be entitled but also compensation for the damage arising. An employee is liable to pay damages if he or she does not observe the notice period stated in Section 11, first paragraph.

Damages according to the first paragraph may include both compensation for the loss arising and compensation for the violation the breach of the Act entails. Compensation for loss relating to time after the end of the employment may under all circumstances be set at most the amount stated in Section 39.

If reasonable, the damages may be reduced or entirely omitted.

Section 39

Should an employer refuse to comply with a judgement whereby a court has declared a termination or a dismissal invalid, or has declared that employment for a specified period shall be valid until further notice, the employment relationship shall be regarded as dissolved. For his refusal, the employer shall pay damages to the employee according to the following regulations.

The damages are calculated based on the employee's total employment time with the employer when the employment relationship was dissolved and shall be set at an amount corresponding to

- 16 monthly salaries for an employment time of less than five years,
- 24 monthly salaries for an employment time of more than five years but less than ten years,
- 32 monthly salaries for an employment time of more than ten years.

The damages may however not be set so that the amount is calculated using more monthly salaries that corresponds to the number of whole months of employment or part thereof with the employer. If the employee has been employed for less than six months, the amount shall still be equal to six monthly salaries.

Period of limitation

Section 40

An employee who intends to claim invalidity of a termination or dismissal shall inform the employer about this no later than two weeks after the termination or dismissal took place. If the employer has not received any such notice about a claim for invalidity as referred to in Section 8, second paragraph or Section 19, second paragraph, the deadline shall however amount to one month and be counted from the day the employment ended.

If an employee claims that an employment agreement has been specified in time in contravention of Section 4, first paragraph and intends to claim a declaration that the agreement shall be permanent, the employee shall inform the employer of this no later than one month before the end of the employment period.

If negotiations regarding the disputed issue have been demanded in accordance with the Employment (Co-determination at Work) Act (1976:580) or with the support of a collective bargaining agreement, a suit shall be brought within two weeks of the end of the negotiations. Otherwise, an action shall be brought within two weeks of the end of the notice period.
(See also Appendix 11 of the Installation Agreement. Deadlines extended by 7 calendar days.)

Section 41

A person wishing to claim damages or make any other claim based on the provisions of this Act shall notify the counterpart of this within four months from the time the damaging action was taken or the claim became due for payment. If the employer has not received any such notice about a claim for damages as referred to in Section 8, second paragraph or Section 19, second paragraph, the deadline shall be counted from the day the employment ended. If the claim made by the employee relates to a breach against Section 4, first paragraph, the deadline is counted from the end of the employment period.

If negotiations regarding the disputed issue have been demanded in accordance with the Employment (Co-determination at Work) Act (1976:580) or with the support of a collective bargaining agreement, a suit shall be brought within four months of the end of the negotiations. Otherwise, a suit shall be brought within four months of the notice period ending.

See also Appendix 11 of the Installation Agreement. Deadlines extended by 7 calendar days.)

Section 42

If notice is not given or a suit brought within the time prescribed in Sections 40 or 41, the party has lost its claim.

Trial

Section 43

Cases concerning the application of this Act are dealt with in accordance with the Labour Disputes (Judicial Procedure) Act (1974:371). Cases as referred to in Sections 34–36 shall be dealt with promptly.

A claim for a decision in accordance with Section 34, third paragraph, Section 35, second paragraph, or Section 36, second paragraph may not be granted without the counterparty having been given the opportunity to make a statement. If a delay would entail a risk of damage, the court may however immediately grant the claim to remain valid until otherwise is decided. Decisions issued by a county court during the case may be appealed separately.

Transitional regulations

1996:1424

1. This Act comes into force in relation to Section 2 on July 1 1997, in relation to Section 5, second paragraph on January 1, 2000 and otherwise on January 1, 1997.

2. For employment agreements entered into before January 1, 1997, Section 11 shall apply in its older wording.

3. For those who have acquired priority right to re-employment in accordance with Section 25 before January 1 1997, Section 25 shall apply in its older wording.

4. When applying the regulations regarding employment time in Section 15, first paragraph and Section 25, first paragraph, any employment time before January 1 1995 shall be disregarded.

2006:439

1. This Act comes into force on July 1 2006.
2. For employment agreements entered into before July 1 2006, the regulations of the cancelled Section 6a are applied instead of the regulations of Sections 6 c–e.

2006:440

1. This Act comes into force on July 1 2007.
2. For employment agreements entered into before July 1 2007, Sections 2, 4, 5, 5a, 6 c, 15, 25 and 25a shall apply in their old wording.
3. When calculating the employment time as a stand-in in accordance with Section 5, second paragraph, the employment time as stand-in before July 1 2007 shall also be taken into consideration.
4. Excluded by Act (2007:390).

2007:389

1. This Act comes into force on July 1 2007.
2. For employees who have been given notice of termination before July 1 2007, Section 3 is valid in its older wording.
3. When setting damages arising from a judgement given before July 1 2007, Sections 3 and 39 are valid in their older wording.

2007:391

1. This Act comes into force on January 1 2008.
2. For employment agreements entered into before January 1 2008, Section 5 shall apply in its older wording.
3. When calculating the employment time as a stand-in, the employment time as stand-in before January 1 2008 shall also be taken into consideration.

2007:391

1. This Act comes into force on May 1 2016
2. For fixed-term general employment contracts or temporary employment contracts concluded before the entry into force the older regulations on transfer into an indefinite-term employment are valid.
3. When calculation the total length of service and in assessing whether employments have been consecutive, according to Section 5 a, even employment contracts concluded prior to entry into force shall be considered.
4. For employment terminated before the entry into force Section 6 g applies in its older wording.

APPENDIX 4
Agreement on material storage

With consideration of the scope and duration of tasks, spacious and lockable materials storage with satisfactory lighting, intended for storage of materials, tools and drawings shall be established at each workplace. The storage shall if necessary be kept heated.

The storage shall be equipped with suitable fixtures and fittings, so that the materials can be stored in a clear and careful way.

The store shall also fulfil the need for suitable space and equipment for preparatory work on materials, written work and the handling of drawings. If so required, binders, drawing hangers and other suitable aids for storage of drawings and documents shall be supplied.

Another, simpler lockable space may be arranged for pipes, cable drums and cable ladders and for scaffolding and other more bulky and durable materials.

When arranging materials storage, a central location within the construction area should be sought in relation to walk ways and transport roads to buildings and lifts.

For heavy transports, or for longer transport distances, a suitable transport cart, or similar, shall be supplied.

The work team is responsible for keeping the materials storage in order and shall ensure that no unauthorized persons loiter there and that it is kept locked when unmanned.

Any vandalism, burglary or loss of materials, tools, etc. shall immediately be reported to the works management.

Note:
If it is not possible to fulfil the above stated requests about the equipment and condition of the materials storage at small workplaces, the parties are however agreed that some form of lockable space (cupboard, box or similar) for materials and tools should be provided.

APPENDIX 5
Agreement on personnel facilities

In March 1976, the construction industry reached an agreement about how personnel facilities at constructions sites should be designed. The purpose of the agreement in the long run is to raise the standard of changing rooms, food areas and hygiene areas in particular. This is of course an urgent task also within the area of the Installation Agreement. Due to differences in the nature and scope of the operations, the construction industry's agreement cannot however be given general validity at all workplaces within the agreement area in question.

In view of this, the parties have reached the following agreement:

1. At workplaces where both construction and electricity companies carry out work, the personnel facilities for both categories of employees shall be of the same standard. The aim is to ensure the electricians the same standard of personnel facilities as enjoyed by the construction workers through the agreement within the construction industry.

2. At own permanent workplaces outside the actual company, the corresponding standard shall be applied, unless special reasons require otherwise. During work at such workplaces, such as factories, the personnel facilities at the location itself shall be used primarily provided these fulfil the regulations applicable there.

3. At workplaces with short-term work, the employer shall ensure the employees have the opportunity to use sanitary facilities and have access to areas for changing clothes and eating food. The corresponding shall also be the case for service and repair work.

4. Regulations for personnel facilities at companies can be found in the Work Environment Act and in the directions issued by the National Board of Occupational Safety and Health.

5. The parties undertake to produce within EFAK a summary of the agreement reached within the construction industry. The summary shall show the guidelines for the agreed standard. Installatörsföretagen (IN) shall issue the summary to its member companies.

6. The parties are also agreed to monitor the development of the standard for personnel facilities and work within EFAK for an industry adaptation of future directions. The adaptation shall be made in consultation with the public authorities involved.

7. , All new acquisitions and rebuilding of personnel facilities shall be in accordance with the guidelines in the construction agreement.

APPENDIX 6
Agreement on lay-offs and lay-off pay

Fee for supplementary lay-off pay compensation
The employer shall pay a fee to Stiftelsen för kompletterande permitteringslöneersättning ("Foundation for supplementary lay-off pay compensation") in accordance with an agreement reached between SAF, the Swedish Employers' Federation, and LO, the Swedish Trade Union Confederation.

Section 1 Lay-offs due to temporary lack of work
When employers, without terminating the employment, cannot provide the employees with work and releases the employees from their duty to attend due to lack of work, operational interruption or any such circumstance, compensation shall be paid in accordance with this agreement.

Section 2 Lay-offs due to unforeseen operational interruption
In the event of unforeseen operational interruption or comparable circumstance, the employer is entitled to interrupt the work, whereby compensation shall be paid in accordance with this agreement.

Note:
If an employer in a lay-off situation in accordance with Section 1 or in the event of unexpected operational interruption in accordance with Section 2 offers employee other work, the employee is obliged to accept the offer.

Section 3 Salary regulations
In the event of lay-off, the employer shall pay individual monthly salary without deduction.

Section 4 Duty to negotiate
1. Prior to lay-offs that are not of a one-off and short-term nature, negotiation in accordance with Section 11 of the Employment (Co-determination at Work) Act shall take place.

   The duty to negotiate does not exist in the event of lay-offs due to unforeseen operational interruption or comparable circumstances.

   If there is a duty to negotiate, it is incumbent upon the employer to, without delay, call for negotiations with the local trade union branch or the union representative appointed by the branch. The negotiation shall start two days later.

2. In the event of a decision to lay off an employee for a whole day or more due to unforeseen operational interruption or comparable circumstances, the employer shall inform the employee of the cause of the lay-off and if possible the expected duration of the lay-off, as well as how the return to work shall be carried out. The employer shall provide the corresponding information to the local trade union branch or the union representative appointed by the branch.

   When the obstacle which gave rise to the lay-off has ceased the employee is obliged to return to work within a reasonable time.

3. Lay-offs may be called for without consideration of the rules on priority order

APPENDIX 7

Allocation of piecework total

For common piecework, the portion of the piecework total for each employee is calculated in accordance with the following.

Gross piecework total

- Deduction for apprentices 720 hrs
- Deduction for apprentices 880 hrs
  = Gross piecework total after deduction apprentices
- Deduct 25 % of the portion that exceeds the break point
  = Partial sum piecework in SEK
- Deduction of the sum paid for monthly pay (excluding apprentices).
  = Net piecework total to pay

The employee's part of the piece-work total consists of two parts. One individual part (30% of the net piece-work total to allocate) and one collective part to be equally allocated (70% of the net piece work total).

The individual part is for each employee, excluding apprentices, calculated according to the following.

Partial sum piece-work in SEK/ number of hours (excluding apprentices)

= sum to allocate/hour

- Individual monthly pay/174
  (if the individual monthly pay/174 exceeds the sum to allocate/hour the individual factor of distribution is =0)

  = Individual factor of distribution

  x 30%

  = Individual part/hour
  Individual part/hour x the number of hours per employee
  = The sum of the individual part per employee

The collective part is calculated for each employee, excluding apprentices, according to the following.

Net piece-work total to allocate in SEK

- The total sum of the individual part for all employees excluding apprentices

  = Sum collective part

  Sum collective part/ total number of hours on the project excluding apprentices

  = Collective part SEK/hour
  Collective part SEK/hour x the number of hours per employee

  = Sum collective part per employee.

The employee's full part of then piece-work total:
The sum of the individual part per employee + the sum of the collective part per employee
= the total piece-work part per employee.

Apprentices

When apprentices take part in piecework, a gross amount is deducted from the piecework total:

- apprentice 720 hrs – 40 % of the money factor x number of hours worked at the work place
- apprentice 880 hrs – 60 % of the money factor x number of hours worked at the work place.

(The apprentice's training time with the company is 1 600 hours in total. This time is divided up into two periods. Period 1, 1–720 hours is denominated as 720 hrs and the remaining time, Period 2, 721 hours until the end of the apprentice period, is denoted by 880 hrs.)

New wording for work started as from January 1 2017

The employee's total part of the piece-work amount:

Sum of individual part per employee + the sum of the collective part per employee = total piece-work part per employee.

A prerequisite for receiving the full piece work part is for the sum to allocate/hour (partial sum piece-work in SEK/the number of hours excluding apprentices) exceeds the individual monthly salary/174.

Allocation of salary when hiring for piece-work

New wording for work started after January 1 2017

In order to establish the allocated salary when hiring from other companies where the hired fitter's individual monthly salary exceeds the average of the company's own fitters' on the project will be calculated as follows.

Allocated salary = (an average of the monthly salary of the company's fitters who have participated in the project/174) x number of hours the individual fitter has participated in the project (excluding apprentices).

The individual and the collective piece-work part for the hired fitter will be paid on the basis of the allocated salary calculated for the project. The allocated salary for the hired fitters is determined when establishing the piece-work schedule.

The payment of wages and the deductions of any piece work advances are made where the hired fitter's place of employment.

The parties note that they have agreed on a specific clarification of the model of calculation.

APPENDIX 8

Agreement between IN and SEF on a common view of electrical safety

Installatörsföretagen (IN) and the Swedish Electricians Union (SEF) are agreed about the importance of working together in the area of electrical safety with the aim of safeguarding both the safety of the employees during electrical installation work and the safety of the installation when it comes into use.

This means

- When a fitter is appointed to be the electrical safety supervisor for work involving more than one fitter, Section 1 below applies
- When a fitter is appointed to check that the installation to which the work relates complies with the regulations and conditions applicable to its execution Section 2 below applies.
- That the parties jointly establish an electrical safety group in accordance with Section 4.

Note:

A prerequisite for good electrical safety is commitment and interest from both management and personnel. The undertaking to act as responsible for electrical supervision and to exercise responsibility for checks is a commission of trust. For that reason, a consensus should exist between all those involved before the appointment.

Section 1 Appointment of an electrical safety manager

When a fitter is appointed to electrical safety manager, this shall be done in writing. This can be done separately for each job or for a certain type/types of work.

The fitter shall have the requisite skills for leading the electricity safety work.

The fitter shall be entirely familiar with the work and the working methods and have the necessary knowledge about the workplace.

A fitter who is appointed to electrical safety manager shall have received, ahead of every job

- a description of the work,
- information about the persons taking part in the work,
- the necessary resources and decision-making authority,
- instructions about the content of directions and special instructions in applicable parts for the task.

If the fitter is lacking the necessary skills for the task, he shall not be appointed electrical safety manager.

An agreement about compensation shall be reached between the employer and the fitter appointed responsible for electrical work.

Section 2 Delegation of control responsibility

If the control responsibility is delegated to the fitter this shall be in writing. The written requirement can be fulfilled, for example, by the fitter who has been assigned the inspection task being given access to the job description for the work in question, which includes the inspection task.

The control task can be assigned specifically for each work or for certain type(s) of work.

The employer shall make certain the fitter has the knowledge and skills needed for the work and that the installer has been informed of the checks to be carried out.

The fitter shall have received, prior of every job

- instructions about which check(s) are to be carried out and their meaning,
- the necessary resources,
- instructions about the content of directions and special instructions in applicable parts for the task.

If the fitter lacks the necessary knowledge and skills, he shall not be give control responsibility.

If the delegation includes control of other employees' work in progress or completed work, an agreement about compensation shall be reached between the employer and the fitter appointed responsible for electrical work.

Note

If a fitter is to be assigned to a control task, the fitter's competence for this task must be shown on the competence card or equivalent

Section 3 Agreement on compensation

An agreement about compensation shall be in writing and be reached in conjunction with the delegation and appointment.

It shall be possible for the compensation to be

- paid as a supplement to the monthly pay
- paid as a one-off amount for the individual assignment
- paid in the form of time off without deduction from the monthly salary
- or other employment benefit.

If the assignment is given back by the person with responsibility for control or electrical safety manager the current compensation is cancelled.

Agreements on compensation shall, irrespective of form, be linked to the assignment, which means that compensation for the assignment as

- responsible for controlling the work of others, or
- responsible for the electrical safety during work where more than one fitter is participating,

for a certain type(s) of work shall apply for a period of at most one year and for projects for the period during which the project is in progress.

The compensation shall correspond to at least 2 percent of the monthly pay/174 per hour.

Section 4 Electrical safety group

The task of the electrical safety group is to continuously monitor the implementation of this agreement and propose such measures, work regulations and training investments as are necessary to safeguard electrical safety within the area for which the parties have joint responsibility.
The group consists of five members. IN and SEF shall appoint two members each. If the need arises, either part may request that the parties jointly designate an impartial member, who shall also be chairman.

The electrical safety group shall draw up rules of procedure for its work, including the number of annual meetings and means of convening meetings shall be regulated.
The parties will jointly be responsible for the costs of the group's work.

Section 5 Arbitration proceedings

Any dispute on an issue relating to the implementation of this agreement shall be determined through arbitration proceedings.

For each dispute, the parties shall appoint one arbitrator each. These two arbitrators shall thereafter appoint a third arbitrator, who will be the chairman of the arbitral tribunal.

The arbitral tribunal shall meet in Stockholm.

The cost of the arbitration proceedings shall be paid for by the losing part.

APPENDIX 9
Arbitration proceedings in piecework disputes

Any dispute on an issue relating to the implementation of piecework shall be determined through arbitration proceedings.

For each dispute, the parties shall each appoint one arbitrator. These two arbitrators shall thereafter appoint a third arbitrator, who will be the chairman of the arbitration board.

The arbitrational board shall meet in Stockholm.

The cost of the arbitration proceedings shall be paid for by the losing part.

APPENDIX 10

Excerpt from negotiation minutes August 15 1994 concerning the introduction of monthly pay and shifts and displaced working hours within the area of the Installation Agreement

Section 1

The parties are agreed on introducing rules about pay and also about shifts and displaced working hours in the Installation Agreement. This means that a monthly salary of the type paid to white-collar workers shall be introduced, which means that waiting time compensation and also the special lay-off pay are abolished and replaced with a monthly salary. If the weekly rest is allocated to ordinary working hours, no pay deduction shall be made.

APPENDIX 11

Agreement

On February 18 1997, the Swedish Electricians Union, SEF, and the Electrical Installer Employers Association, EIA, reached an agreement on the following issues.

Home location agreement

When implementing the rules about home location in the Installation Agreement in accordance with Chapter 10, Section 1, Item 1a and b, a home location agreement in accordance with Section 2, Item 1 and 2 shall be reached following a request from either local party.

Negotiations concerning night work

When carrying on negotiations ahead of a decision about night work, the parties are agreed that in the first instance the local parties, in accordance with Section 13 of the Working Hours Act, shall carry out negotiations with the aim of reaching a local agreement that work may continue during time after midnight and before 5 am.

Extended deadlines for calling dispute negotiations

Negotiations shall be called no later than 7 work days after a dispute in accordance with Section 35 of the Employment (Co-determination at Work) Act has arisen.

Deadlines that follow from Sections 63–66 of the Employment (Co- determination at Work) Act, and from Sections 10, 20, 30, 40 and 41 of the Employment Protection Act shall be extended by 7 calendar days.

APPENDIX 12

Work environment agreement for the electrical engineering industry

between Installatörsföretagen (IN), and the Swedish Electricians Union, SEF

Section 1 Joint starting points, objectives and aims

With this agreement, the parties aim at achieving a good working environment in the companies. This shall be done by taking an overall view of working environment issues as an integrated part of the company's production. The objective is for the work environment management to be of benefit to both the company and its personnel. The parties note that responsibility for work environment issues is defined in the applicable legislation in the area, which is also regulated in directions issued by the Swedish Work Environment Authority.

Section 2 Cooperation within the company

The format for cooperation shall be adapted for each company and consideration taken of size, organization and production direction. In companies with local development agreements, cooperation can, for example, be carried on within the framework of the local co-determination group. Cooperation on agreement-related issues does not diminish the employer's responsibility in accordance with applicable legislation.

Section 3 Company healthcare

Each company shall provide company healthcare of good quality and carried out according to proven scientific methods.

Section 3a Health checks

Health checks shall be offered at least every third year, and if necessary include an individual action plan. A health check refers, for example, to medical examinations or the drawing up of a health profile with a stamina test. New employees shall also be offered a health check according to the company's normal plans.

The result of health checks at group level and any proposed measures shall be reported to the employer.

Note

Employers and individual employees can, to the corresponding extent, agree on other medical and health care interventions than health checks

Section 4 Systematic work environment management

Based on legislation, a systematic work environment management shall be developed, including the need for procedures within the company. The company's work environment management work shall thus be directed towards and should act preventively.

The employees shall continuously and to the necessary extent be given information and training in systematic work environment management. The intention is that the company and employees shall cooperate to achieve a good working environment.

Section 5 Safety representative

The role of the safety representative is to monitor the company's working environment management and represent the employees in issues relating to the working environment. In this capacity, the safety representative is a resource in the health and safety team. In particular in smaller companies, the regional safety representative also constitutes a supportive resource.

For the purpose of strengthening the role of the safety representative in the company, the person *to appoint* the safety representative shall cooperate with the company in regards to suggesting names, in good time prior to the safety representative is *appointed.* The final appointment of the safety representative shall, however, follow the regulations of the Work Environment Act.

Note

The parties are agreed that the position as safety representative should be taken into account when setting the salary.

Section 6 Safety work

Safety inspections shall be carried out regularly and using the working environment within the entire company as the starting point.

For the purpose of working preventively, the company shall establish a system for incident reporting. The company shall continuously inform and train the employees in the incident reporting system and its application. The employees shall report all circumstances that they perceive to be incidents.
Employees who have been subjected to electroshock shall inform the employer about this.

Section 7 Medical health tests

General rules

Testing to discover alcohol and drug abuse in employees shall be implemented in a way that entails as little infringement as possible of the employees' personal integrity. If the test measure can be carried out using different means, the means shall be used that has the least impact on the employees' personal integrity. Testing shall, for each employee, take place in private and the result of such tests shall be handled with confidentiality in relation to other employees.

Customer requirements

If a customer requires the personnel involved shall have been subjected to alcohol and drugs testing before starting work, such tests shall be carried out by the employer's company healthcare (or corresponding) establishment. In the event random tests are carried out at the customer's workplace, these tests shall be carried out by the employer's own, or the customer's, company healthcare (or corresponding) establishment.

In the event of a negative test result, the result shall be sent to the person tested. In the event of a positive test result, i.e. that there are traces of alcohol or drugs, the following applies.

The doctor (from the company healthcare or corresponding establishment shall call the person tested for a discussion and assessment of the test result, and whether the positive result may be the result of something other than abuse.

The doctor shall inform a named manager, who has to process the information and act with confidentiality.

If there is a need for rehabilitation measures, these shall be taken in accordance with applicable legislation.

Section 8 Work environment training

Basic training

Safety representatives and members of safety committees shall receive the training that their tasks or the selected assignment requires from a work environment point of view. The parties have therefore adapted the Joint Industrial Safety Council's course material BAM to suit the industry, into a course named EL-BAM.

EL-BAM or an equivalent course shall constitute the basic training for the personnel concerned. The company shall provide the above-mentioned employees, who are newly appointed to their functions, the opportunity to carry out the basic training quickly and the staff shall be registered for the basic course no later than four months from the appointment being taken up.

The company shall also ensure that the above-mentioned employees receive continuous information about changes to the work environment legislation and to directions applicable to the electrical engineering industry.

Further training

Further training shall be provided to employees who have completed basic training, but who have additional, specific needs to achieve special competence in issues relating to the work environment. The parties' intention is that ETAK shall recommend suitable training.

First aid – heart and lung life saving

All employees shall be provided with training in first aid for heart and lung lifesaving.

Note

1. The parties note that the availability of training places may be limited from time to time, and that individual employers shall therefore not be blamed if this entails a delay in carrying out work environment training.
2. Before invoking dispute settlement concerning the implementation of training according to Section 8, consultation shall take place between the local parties.
3.

Section 9 Cooperation body in work environment issues – ETAK

The parties are agreed that the cooperation in work environment issues at central organization level should be carried on in a joint body with an advisory function, and for this purpose use the electrical engineering industry's work environment committee, ETAK.

Section 10 Disputes

Negotiation procedure

The negotiating procedure for the agreement is that which follows from the main agreement applicable between the parties.

Arbitration tribunal

Any dispute on an issue relating to the implementation of this agreement shall be determined through arbitration proceedings.

For each dispute, the parties shall appoint one arbitrator each. These two arbitrators shall thereafter appoint a third arbitrator, who will be the chairman of the arbitration board. The arbitration board shall meet in Stockholm. The cost of the arbitration proceedings shall be paid for by the losing party.

Section 11 Validity

This agreement is valid until further notice with a mutual notice period of three (3) months.

Stockholm, April 4, 2001

SWEDISH ELECTRICAL ORGANIZATION	SWEDISH ELECTRICIANS UNION
Hans Enström	Alf Norberg

Appendices to the work environment agreement

The following agreements, which have been entered into between the parties, shall apply in the implementation of the work environment agreement.

Car heaters

A separate agreement about the use of car heaters in accordance with negotiation minutes 2/90, C 69/95 and Swedish Labour Court judgement 96/133.

Protective footwear

A separate agreement about protective footwear reached on September 26 1986.

Visual aids

Minutes from meeting of ETAK May 11 1999.

APPENDIX 13
Agreement on negotiation procedures in certain piecework disputes

The following negotiation procedures apply for disputes on implementation and interpretation of the piecework time list.

Negotiation

If an employer is considering making such changes to a piecework note that may entail a legal dispute arising, then negotiations shall take place beforehand with the representative of the piecework team. The negotiation shall be held prior to the piecework proportion being paid.

In the event an agreement cannot be reached at the negotiation, the employer and the representative of the piecework team shall give a joint written account of the actual circumstances of the dispute.

Any uncontentious part of the piecework proportion shall always be paid by the due date.

Local negotiation

Local negotiation shall be invoked by the employer no later than seven working days after the legal dispute has arisen. The account shall then be appended to the notice.

Central negotiation

Central negotiation in a dispute that has ended in unanimity shall be invoked by the employer within ten days of the end of the local negotiation. The negotiation shall be carried on by the central parties' joint working group on performance pay issues.

Note:
The working group shall consist of two representatives each from IN and SEF. The parties undertake to ensure that the working group is continuously manned during the period of this agreement on negotiation procedures.

Arbitration Board

In the event no agreement can be reached at the central negotiation, the rules of the Installation Agreement, in Appendix 9, concerning arbitration proceedings in piecework disputes, shall apply. Arbitration proceedings shall be invoked within ten days after the end of the central negotiations.

Period of validity

The agreement on negotiation procedures in certain piecework disputes is valid for the same period as the Installation Agreement.

Note
The negotiation procedure applies to disputes about the interpretation and implementation of the ATL list. Other piecework disputes shall be handled in accordance with the rules applicable otherwise. Section 35 of the Employment (Co- determination at Work) Act is only regulated in respect of deadlines for demanding negotiations.

APPENDIX 14

The parties' views on skills development

The market for the electrical engineering industry is characterized by ever more rapid changes. The changes are due both to the technical development and to the structural changes that are taking place in the business community and in society. The electrical engineering industry will therefore become subject to competition to a much greater degree than previously. In order to follow this development, continuous changes to working formats and organizations are needed. Competence development is therefore an important factor to ensure increased competitiveness and positive development. The employees shall therefore be given opportunities to develop the competence that is needed, based on their own prerequisites and the company's needs, and through various initiatives. The formats of competence development must, in order to be relevant and practical, be adapted to the conditions that apply within each individual company and be based on the company's operation, needs and long-term development. Competence development refers to every change in the level of knowledge from one time to another.

A good foundation can be laid for the competence development work by means of

- the company trying to find formats for identifying its needs for competence development, based on its business concept,
- the company drawing up a personal competence profile for each employee,
- ensuring agreed training investments are documented and followed up.

Women and men shall have the same opportunities for competence development.

The role of the central parties

The central parties have seen it as their main task to support the companies and the employees to actively work for continuous competence development.

The Electricity Industry's Development and Training Centre, EUU, which is owned jointly by the parties, can assist the industry with access to the required training at the correct quality level.

APPENDIX 15
Main agreement

between the Swedish Employers' Federation and the Swedish Trade Union Confederation

(including changes thereto made up to and including 1976)

By the following base agreement reached between the Swedish Employers' Federation and the Swedish Trade Union Confederation, the organizations undertake to carry out the activities of the labour market board and all that this entails that, according to the agreement, is incumbent upon them, and to work to ensure the agreement becomes adopted through free agreement as a collective bargaining agreement between the associations belonging to them. To the extent this occurs, the agreement shall also become binding with legal force in accordance with applicable law on the Swedish Employers' Federation and the Swedish Trade Union Confederation.

Chapter I Labour market board

Section 1

In order to handle issues of general or otherwise major importance for the labour market and to handle certain specific issues the Swedish Employers' Federation and the Swedish Trade Union Confederation will appoint a joint board – the Labour Market Board.

Section 2

As an arbitration board the Labour Market Board has to determine the following issues:

a) disputes concerning the interpretation or implementation of the provisions in Chapters I and II;

b) disputes concerning the interpretation or implementation of the provisions in Chapter IV;

Note to the minutes

The fact that the labour market board also has some tasks as arbitration tribunal in accordance with the agreements about labour management committees is shown in Section 38 of the said agreement.

Section 3

Constituted on a parity basis, the labour market board shall handle other issues incumbent upon the board in accordance with this agreement.

Note to the minutes

The fact that the labour market board, constituted on a parity basis, also has to handle certain issues in accordance with the agreements about labour management committees is shown in Section 37 of the said agreement.

Section 4

The labour market board consists of three ordinary members as well as six deputies from each organization.

As the board acts as arbitration tribunal, the board includes an impartial chairman appointed jointly by the Swedish Employers' Federation and the Swedish Trade Union Confederation.

All the above stated members are appointed for a period of three years, unless otherwise is agreed between the organizations.

Section 5

Decisions made by the board may be made only if the board is complete. As the board acts as arbitration tribunal, it does however have a quorum of five members, consisting of an impartial chairman and two members appointed each by the Swedish Employers' Federation and the Swedish Trade Union Confederation.
Should different opinions emerge during negotiation, the decision shall be the opinion on which the majority decides.

Section 6

When assessing certain issues, such members may not participate as are appointed by the Swedish Employers' Federation or the Swedish Trade Union Confederation respectively and who are directly affected by the issue, or who are board members or officials within a subsidiary organization affected by the issue.

Section 7

When handling with a matter that is incumbent upon the board, the board shall call a representative for the association concerned to participate in the handling of the matter prior the board, but not in the decision by the board. The board may also call the employer or employee concerned or a representative of them to be heard by the board.

Section 8

The board shall have one secretary each from of the Swedish Employers' Federation and the Swedish Trade Union Confederation.

It is incumbent upon the board to use the least possible time to bring up and conclude the handling of the matters arising.

Minutes shall be kept of the board meetings, to be checked by both parties.

Chapter II Negotiating procedure etc.

Section 1

If a dispute relating to working conditions or the relationship between the parties in other respects, it must not lead to any measures as referred to in Section 7 and 8 being taken prior to the party having sought to achieve a settlement of the dispute through negotiation with the counterparty in the way prescribed below. It is incumbent upon each party to enter into such negotiations at the counterparty's request.

Even if negotiations have not come to pass, a party shall be considered to have fulfilled his duty to negotiate, in accordance with the first paragraph, when obstacles to negotiation have arisen that are not due to him, or when the counterparty, without observing the prescribed duty to negotiate, have taken conflict measures in order to solve the dispute.

With the exception of Section 8, Item 4, the provisions of this chapter do not relate to the establishment or prolongation of a collective pay agreement, not to the taking of sympathy measures or the collection of uncontested pay or other remuneration that has become due for payment.

Chapter V prescribes special negotiations in some disputes.

Note to the minutes:

The provisions of Chapter II shall not be implemented to the extent the collective pay agreements for special issues, such as piecework payments or similar, prescribe a different negotiating procedure.

The provisions of Chapter II shall not be implemented for issues as referred to in Sections 11, 12, 14 and 38 of the Employment (Co-determination at Work) Act. The provision in Chapter II, Section 1, third paragraph shall apply also to the establishment of collective bargaining agreements relating to the right to co-determination.

Section 2

If one part wishes to claim payment or damages or other performance from the other part due to a certain circumstance, and if organizational negotiation is required in order to solve the issue, a claim for this shall be made without unreasonable delay.
If and to the extent the circumstance to which the claim refers has been known by the employers' side for the employer concerned or his organization, or by the employee's side by the association or local organization concerned for four months without negotiation having been called for in accordance with the provisions of this chapter, that part shall thereafter lose the right to call for negotiations concerning the claim. Irrespective of such knowledge about the circumstance, the right to call for a negotiation lapses if and to the extent the circumstance occurred more than two years back in time.

Note to the minutes:

1. What is provided in the first paragraph is not intended to limit the use of direct negotiation between the employer and employee concerned in order to settle differences of opinion.
2. Concerning the limitation period for the right to negotiation regarding claims due to piecework, the "circumstance to which the claim refers" shall be considered to be the final piecework pay.

Section 3

Negotiation in accordance with the provisions of this chapter shall in the first instance be held between the parties involved in the issue in the workplace with participation of the local organization, where such exists (local negotiation).

A local negotiation shall start as soon as possible and no later than two weeks from the day they were called, unless the parties have agreed on a delay.

In cases where the natures of the issue or other special circumstances give rise thereto, direct negotiations between the associations may be held if required by the associations involved using the procedure stated in Section 5.

Note to the minutes

A local organization is referred to as the organization in relation to which the association constitutes the immediately superior negotiating level in accordance with regulations or practice, such as association department, workshop branch, etc.

Section 4

If a settlement cannot be achieved through a local negotiation, it is incumbent upon the part who wishes to complete the matter to refer the matter to negotiation between the associations (central negotiation). A request for such a negotiation shall be made by the association of which the part is a member to the association of the counterpart no later than two months from the day the local negotiation, in accordance with Section 9, shall be considered to have ended.

Section 5

The central negotiation shall start as soon as possible and no later than three weeks from the day they were convened, unless the parties have agreed on a delay.

Section 6

Negotiations shall be held with the necessary speediness and minutes shall thereby be kept and be checked by both parties.

Section 7

One party may not call for a determination of an issue relating to the interpretation or implementation of collective bargaining agreements or other disputes which, in accordance with Section 11 of Labour Court Act it is incumbent upon this court or an arbitrator to determine, until said part has fulfilled its duty to negotiate the issue.

Should one part, following negotiations, wish to submit an issue as referred to in Section 2, first paragraph to determination by the Labour Court or an arbitrator, this shall be done by means of submission of a summons application to the court or call for arbitration proceedings at the counterpart no later than three months from the day negotiations shall be considered to have ended in accordance with Section 9. Should said part neglect to do this, he loses his right to make the claim.

What has now been stated about the loss of right to make a claim also applies to parties who have lost their right to negotiate about the issue in accordance with Section 2.

Section 8

Strikes, blockades, boycotts and other comparable industrial actions may not – even if permitted in accordance with legislation or collective bargaining agreements – be taken as a result of a certain dispute.

1. by a party who has lost his right to negotiate about the issue;
2. by a party before he has fulfilled his duty to negotiate;
3. unless written notice of the proposed industrial action is given in writing, following negotiation by the association in question, to the counterpart no later than three months from the day negotiations in accordance with Section 9;shall be considered to have ended
4. without the measure having been decided on or agreed to by the association in question.

Section 9

The concluding day for negotiation shall be considered to be the day when the parties, in accordance with what is stated in the notes to the negotiation minutes or for other reasons, have agreed to declare the negotiations concluded or, in the event of a lack of agreement thereon, when one part has given the counterpart a written notice where he considers the negotiations concluded.

Note to the minutes

The provisions on deadlines in Sections 37 and 40 of the Employment Protection Act and the corresponding provisions in the laws affected by the Government Bill 1974:88 are not affected by the provisions of this chapter.

Nor are the provisions on deadlines and duty to call for a negotiation referred to in Sections 21, 34, 35 and 37 of the Employment (Co-determination at Work) Act affected by the provisions of this chapter.

Chapter III Termination and lay-offs, etc.

(This chapter has been cancelled in accordance with a central agreement between SAF and LO of January 25 1974.)

Chapter IV Limitation of the economic industrial actions

Section 1

Industrial action, whether open or covert, may not be undertaken by a part on either side in those cases and under the circumstances stated in this chapter, and it is incumbent upon organizations bound by this agreement to seek to prevent the subsidiary organization and individual members from undertaking such measures and, if the measure has already been taken, to seek to prevail upon them to cease it.

> *Industrial action* hereby means strike, blockade, boycott or other comparable measure, and also termination of works agreements, which are undertaken for the purpose of exercising force or causing damage.
>
> *Industrial action against one part* means industrial action that in order to achieve a solution to a dispute is aimed at someone who is party to the dispute, or that is otherwise taken against another with immediate purpose.
>
> *Industrial action against a third party* means industrial action, which during a dispute, is aimed at someone who is not party to the dispute, for the purpose of exercising influence on the counterpart to the advantage of the party to the dispute.

If legal sanctions against breach of agreement or infringement of association regulations are claimed, this shall not be regarded as industrial action, where nothing else follows from what is stipulated here below.

That which this chapter provides shall be implemented between the parties to this agreement both in relation to industrial action against someone who is not a member of an organization for which the agreement is valid.

Section 2

Industrial action may not be taken against someone if the purpose of is to persecute him on religious, political or similar grounds.

Section 3

Industrial action may not be taken against someone to prevent him from making a claim before a court or other authority or to give evidence or assist an official or functionary or in order to exercise revenge for what he has done in this respect.

Section 4

Once a labour dispute has been settled, industrial action for the purpose of revenge may not be taken, either against a party to the dispute or against another as a result of his relationship to the dispute.

Section 5

When someone carries on a business or other work for their own account, without assistance from others apart from his spouse, children or parents, industrial action may not be taken against him as a result of a dispute relating to the working relationship.

Nor may industrial action be taken against anybody who carries out work in his own company, if the purpose of this is to cause him to refrain from work to the benefit of another.

Note to the minutes:
When implementing the provision in Section 5, second item, on partners in a partnership or trading partnership, consideration shall be paid to the actual nature of the company relationship, and the use of the company format shall thus not in itself be sufficient for the implementation of the provision on each partner; if it can be assumed that the company format was created primarily in order to formally avoid an employment relationship, and that one or several of the partners in reality are to be regarded as employees, then it shall not be possible to require protection in accordance with the provision for them later on.

Section 6

Industrial action may not be taken if the purpose of it is to make unlawful gain to oneself or another by causing someone to pay out or refrain from wages for work or undertake similar measures.

That which is stated in the first paragraph does not constitute an obstacle for taking industrial action for the purpose of collecting payment from someone who, following the accrual of the debt, has taken over a property or an operation to which the debt relates, if at the time of transfer he had or, because of the circumstances, should have had knowledge of its existence.

Section 7

In those cases where industrial action against a part is prohibited in accordance with Section 2–6 of this chapter, Chapter II Section 8 or otherwise in accordance with a collective bargaining agreement or law, such measures may not be aimed against a third party either.

Section 8

Even if industrial action against a part is permitted, and with the exception of the cases stated in Sections 9 and 10, no industrial action may be aimed against a third party

1. in a dispute about entering into a collective bargaining agreement
2. in a dispute about entering into or the implementation of individual work agreements;
3. in a competitive dispute relating to the work opportunity;
4. in order to cause one part to enter into or prevent him from withdrawing from a trade union.

Section 9

The protection for third parties provided for in Section 8 is only applicable to those who are neutral in the dispute.

Non-neutral third parties are

1. a member of an association involved in the dispute, if he, otherwise than through carrying out protective work, has set aside, to the advantage of the counterpart in relation to the dispute, such obligations towards the association, the fulfilment of which is not in breach of the provisions of this chapter;

2. a person who during a dispute has carried out blocked work of a nature other than protective work unless the blockade is in contravention of the provisions of this chapter or association regulations;

3. a person who has engaged workers to carry out work of a nature other than protective work, which as a result of the dispute is blocked by the employer's part, unless the blockade is in contravention of the provisions of this chapter or association regulations;

4. a person who during the dispute and because of the same has given one part financial support or who after reorganization or other changes to his business or operation has assisted him;

5. a person who owns shares to an amount in excess of half the share capital in limited companies, which are party to the dispute, or are partners with unlimited liability in trading partnerships, which are party to the dispute.

6. limited companies, in which a party to the dispute owns shares, or trading partnerships, in which the party is a partner, provided the company's operation in view of the size of the shareholding or the scope of the partnership as well as other circumstances must be regarded as in reality being operated on behalf of the party.

Protective work refers both to such work as at the outbreak of industrial action is required in order for the operation to be finished in a technically defensible manner, and also such work as is required in order to prevent danger to persons or damage to buildings or other plants, ships, machines or domesticated animals or damage to such stock of goods as is not used during the dispute to maintain the operation of the company or to sell to any extent greater than is required to prevent rot or spoilage, to which the goods are subject due to their nature.

Work that someone is obliged to carry out due to special directions in law or regulations is considered equal to protective work, as is work whose neglect may entail responsibility for breach of duty.

Note to the minutes:
When determining the provisions governing protective work, the parties have assumed: that the more detailed meaning of the concept of protective work within different trade areas shall be determined by means of agreement between the associations in question, and that where the company does not carry on production during the industrial action, the ordinary workers undertake to carry out this work as necessary.

Section 10

Notwithstanding the provisions of Section 8, item 1 industrial action may be taken if the purpose is to widen an original dispute relating to the drawing up of a collective bargaining agreement in order to assist a party to the same. Such an action shall not cover more than striking and works blockade, as well as refusal to handle goods that are intended for or originate from an operation run by a part from the original dispute.

Chapter V Handling of conflicts relating to socially important functions

Section 1

In order to, as far as possible, prevent industrial action from having a disruptive influence on socially important functions, the Swedish Employers' Federation and the Swedish Trade Union Confederation shall bring every conflict situation to speedy examination where protection of the public interest is required, either by the respective organization or by a public authority or some comparable body representing the public interest in question.

Section 2

The examination of the issue arising regarding avoiding, limiting or ceasing the industrial action referred to in Section 1 shall be carried out by the labour market board.

Section 3

If in the handling of such matters as stated in Section 2 a majority has been reached to avoid or cease, wholly or partly, industrial action and to carry out the associated required changes to the working conditions, it is incumbent upon the Swedish Employers' Federation and the Swedish Trade Union Confederation to take immediate measures, each on their own part, to implement a settlement between the parties involved.

When adopting this main agreement between associations on either side, the agreement shall be approved to be valid with legal force in accordance with the Collective Bargaining Agreement Act until further notice with a notice period of six months, however if there is a collective pay agreement between the parties at the time when the main agreement, in view of such a notice period, would terminate, the main agreement shall cease to be valid only simultaneously with the termination of the pay agreement.

Stockholm, March 20 1938

SWEDISH EMPLOYERS' FEDERATION	**SWEDISH TRADE UNION CONFEDERATION**
J Sigfrid Edström	*Aug Lindberg*
Gustaf Söderlund	*Gunnar Andersson*
Carl Joh Malmros	*Oscar Karlén*
Wiking Johnsson	*Hilding Molander*
Ivar O Larson	*Johan Larsson*
Axel Bergengren	*/Arnold Sölvén*
/Nils Holmström	

APPENDIX 16
Special regulations concerning foreign companies with temporary operations in Sweden

The following special regulations apply to companies that are established in another country and have employees posted to Sweden.

The regulations do not cover companies that in some other way are bound by collective bargaining agreements for work in Sweden.

Collective bargaining agreements and the obligation to maintain peaceful industrial relations

For companies lacking a fixed establishment in Sweden, the Installation Agreement becomes directly applicable when the company becomes a member of IN. This means that there is an obligation to maintain peaceful industrial relations and that the handling of all agreement issues relating to such companies that have become members of IN shall be done without recourse to industrial action or notice of such action.

For the collectively agreed insurance policies, the special terms and conditions agreed between the Confederation of Swedish Enterprise and the Swedish Trade Union Confederation applies

Joint meeting in connection to membership in Installatörsföretagen IN

When a foreign company has been granted membership in IN, Installatörsföretagen (IN), the member company and SEF shall, within one month, have a meeting where the regulations of the Installation agreement are reviewed. At the meeting, the rules of the Installation Agreement regarding rotational work according to Chapter 4, Section 5a, as well as electrical safety according to Appendix 8 and working environment according to Appendix 12, should be specifically addressed. I. In connection to this meeting or by other occasion a local agreement may be reached on derogations from the rules of the Agreement. concerning

- Subsistence allowances according to Chapter 11, Section 4
- Day for salary payment according to Chapter 8, Section 1.

Should the salary be paid in a different currency than in Swedish Kronor (SEK) a local agreement should be entered into regarding how the currency conversion is to be made and calculated.

At the meeting, the company should provide contact information to SEF, including the contact person and their email address.

Travels

When there is an entitlement to a travel allowance for travels to and from Sweden according to Chapter 11, Section 8 the travel allowance shall be calculated from the place of departure with at most ten hours per journey. For journeys within Sweden the regulations of Chapter 11 apply.

Right to information

Such companies are obliged, if requested by SEF, to issue such information as is necessary for checking the employment terms and conditions for the employees covered by the Installation Agreement. The right to information prevails when there is reason to suspect that the company is not applying the employment terms and conditions. SEF shall in advance state the information that is requested. Representatives of SEF are entitled to access to the workplace and consultation with the employees involved.

Rotational Work

When an agreement on rotational work is made for the first time, the conditions for it should be established through a local agreement. This agreement requires the consent of the employees. Otherwise, the conditions for rotational work specified in Chapter 4, Section 5a apply.

APPENDIX 17

The use of temporary staffing companies when in accordance with the Employment Protection Act there are personnel who have priority right to re-employment

1. Negotiation and disputes on temporary staffing

In the event the employee organization, in connection with negotiations on temporary staffing in accordance with the Employment (Co- determination at Work) Act, states that the employer's proposed action can be considered to infringe the priority right in accordance with Section 25 of the Employment Protection Act, the following applies.

Employers who intend to engage temporary staffing companies for a time exceeding eight weeks shall, within five working days from the day SEF stated its opinion, call for local negotiations with the aim of achieving agreement. In the negotiations, the employer shall state the reasons for solving the labour need by means of temporary staffing. The negotiation shall also cover the issue of whether the employer's labour needs instead can be satisfied through re-employment of employees with priority right.

If disagreement arises in the negotiation, central negotiations shall be called for within five working days by the employer following completed local negotiation. Central negotiations shall take place within ten working days from being invoked.

Should disagreement arise during the central negotiations, the employer's side shall, within five days from completion of the negotiation, refer the matter to an arbitration tribunal in accordance with Item 2.

The negotiations shall be carried out speedily.

Should the employer neglect to call for local or central negotiations, or to refer the matter to an arbitration tribunal, the temporary staffing shall not be carried out, or alternatively shall end within one week.

2. Arbitration tribunal regarding temporary staffing

The parties are agreed on establishing an arbitration tribunal as follows. The proceedings of the tribunal shall be simplified and speedy.

The board shall consist of two members from SEF and two members from IN. The board shall also have an impartial chairman. In the event of disagreement on who to appoint as impartial chairman, the Swedish National Mediation Institute shall appoint a chairman. IN shall cover the costs of the impartial chairman.

The arbitration tribunal shall deliver its decision speedily and, as a rule, no later than fifteen working days from the request being made. If one of the organizations has not appointed members within fifteen working days from when the request was made, the arbitration board shall form a quorum with the members appointed. A decision may be made, even if SEF has not complied with a request to provide a written answer. The arbitration board may, but is not obliged to, hold an oral hearing prior to when a decision is made. Oral evidence may be given if the administration, despite the evidence-taking, can be speedy.

In its decision, the arbitration board shall state if the employer has planned or undertaken measures that can be considered to infringe the priority right to re- employment in accordance with Section 25 of the Employment Protection Act.

The arbitration board shall in writing account for the grounds, but may at the joint request of the parties account for these orally.

Engagement of temporary staff which, in accordance with the arbitration board's decision, can be considered to infringe the priority right to re- employment constitutes a breach of collective bargaining agreement.

At the request of SEF, the arbitration board may in its decision set non- financial and financial damages.

Note:
Temporary staffing refers to such actions as referred to in accordance with the Private Employment Agencies and Temporary Labour Act (1993:440).

Each operational cutback measure shall be considered separately.

APPENDIX 18

Agreement on negotiating procedure relating to disputes concerning agreements relating to performance pay according to Chapter 7, Section 3 a

The following negotiating procedure applies to disputes regarding the implementation and interpretation of agreements entered into according to the Installation Agreement Chapter 7, Section 3 a.

Section 1 Discussion

If any uncertainty or unanimity should arise in the implementation and interpretation of agreements entered into according to the Installation Agreement Chapter 7, Section 3 a, a discussion between the parties involved shall take place for the purpose of solving the issue.

The discussion shall be held within 14 days from the time one part has made a request for such a discussion.

If the parties cannot solve their differences during the discussion, they shall jointly draw up a dated, written report of the actual circumstances of the dispute and any remaining points at issue before the discussion ends.

Section 2 Dispute negotiation

The traditional negotiating procedure between IN and SEF applies to local negotiations – with the addition that if discussion according to Section 1 has been called for within the time frame stated in Chapter II, Section 2 of the Main Agreement, local negotiation may be called within two months from the time the discussion has ended.

If a discussion has not been held according to Section 1, the issue shall be referred back to company level for such a discussion before the local negotiation is held. The local negotiation is adjourned during the discussion period.

Section 3 Arbitration board

In the event an agreement cannot be reached during the dispute negotiation, the following applies.

A dispute is determined through arbitration. The call for arbitration shall be made within fourteen days of the end of the dispute negotiation. The parties to such arbitration are the employer and SEF's local organisation.

The arbitration board shall consist of two members from IN and two members from SEF.

If a majority cannot be reached within the board, the board shall invite an impartial chairman to take part in the trial of the matter and its ruling.

In arbitration proceedings, the parties shall pay for their own costs.

The costs of any impartial chairman shall be shared by IN and SEF.

Section 4 Period of validity

The agreement on negotiating procedure applies with the same validity as applies to the Installation Agreement as amended from time to time.

APPENDIX 19
Special regulations for staffing agencies

The regulations in this appendix are applicable to companies who by membership in Installatörsföretagen (IN) are bound by the Installation Agreement and who hires out workers (without at the same time pursuing independent activities in the area of electrical installations) – staffing agencies.

The Installation Agreement shall be applied with the following additions.

Joint meeting in connection to membership in IN

When staffing agencies are granted membership in IN shall, within two months IN, the Member Company and SEF hold a joint meeting where the regulations of the Installation Agreement are reviewed.

Employment

Upon employment in the area of the installation Agreement staffing agencies shall send a copy of the employment certificate to SEF's regional branch office.

Apprentices and technical trainees

The parties agree that it is incumbent upon the staffing agencies that employ apprentices and technical trainees to ensure that the apprentices/technical trainees during their apprenticeship are given satisfactory knowledge and skills according to the Vocational Education and Training Agreement . Upon application of the Vocational Education and Training Agreement Chapter 2, Section 2 the number of fitters with four years in the trade may be evaluated may be evaluated by the company or companies where the training actually takes place.

Note

The parties agree that is positive for the apprentice's professional development if he is given the possibility to work at several different customer companies during his apprenticeship.

APPENDIX 20

Excerpt from the central agreement on ETG-training 2011-04-20

Monthly salary

By employment after completion of apprenticeship, according to the above, in an ETG-affiliated school, which entitles to a certificate, the minimum wage shall be the amount equal to the minimum wage for apprentices from 721 hours during the first 720 hours. Thereafter the worker is considered to enter the first year of employment.

Piece work

An ETG-pupil as mentioned above who is being employed shall during the first 720 hours upon participation in piece work have the allocation factor of 0.00. By participation in piece work during the first 720 hours a gross 60 % of the money factor x number of hours at work is deducted from of the money factor is deducted from the piecework total. From 721 hours such an employee receive his part of the piece work total according to the allocation factor for a first-year fitter and the number of hours the employee has participated in the work i.e. he is now considered to have entered the first year of trade.

Excerpt from the minutes of negotiations relating to the Installations Agreement 2023-2025 concerning salaries for this period.

(Lowest salaries, changes to monetary factor and breakpoint and other remunerations have been included in each provision of the Agreement.)

Salary agreement

Monthly salary

Salary review May 1 2023

General pot

Review of outgoing salaries shall take place on May 1 2023. A space is created for individual allocation corresponding to 4.1 percent of the outgoing monthly salaries for SEF's members as of April 30 2023.

The pot shall be allocated individually during negotiations within the company.

Principles regarding setting the individual salary as well as the negotiation procedure are shown below.

Principles regarding setting the individual salary as well as the negotiation procedure are shown below.

Guaranteed outcome

After allocating the salary pot, the monthly outgoing salary, after the salary review, shall for full-time employees have increased by a minimum of 2.0 percent for 2023.

Salary review May 1 2024

General pot

Review of outgoing salaries shall take place on May 1, 2024. A space is created for individual allocation corresponding to 3.1 percent of the outgoing monthly salaries for SEF's members as of April 30, 2024.

In calculating the pot, however, the lowest monthly salary for a full-time employee, excluding apprentices, should be SEK 28,211 per month in 2024. For part-time work in proportion thereto.

The pot shall be allocated individually during negotiations within the company.

Principles regarding setting the individual salary as well as the negotiation procedure are shown below.

Principles regarding setting the individual salary as well as the negotiation procedure are shown below.

Lift fitters

The salary increases (scope and level) that in this agreement have been agreed upon shall be applied also for lift fitters who are subject to company-specific piecework agreements.

Piecework rates expressed in SEK

Locally agreed upon piecework rates expressed in SEK shall, as from May 1, 2023 be increased by 4.1 percent and on May 1, 2024 be increased by 3,1 percent.

Principles for setting salary rates

The parties intend, by what is herein prescribed regarding salary setting, to contribute to increased productivity and competitiveness in the companies. Thereby, the prerequisites for positive salary

development are created. Salary setting shall be individual. The allocation of the room for individual salary increase shall be done on the basis of the employee's trade skills, qualifications, performance and responsibility.

The salary setting places demands on managers and trade union officials to be as objective as possible. When negotiating individual salaries, it is important that both parties can justify their points of view. There must be no arbitrariness.

Persons on parental leave, who are not working at the time of a salary review, shall be included in the salary review on the same terms and conditions as other employees.

Negotiation procedure

The allocation of the available salary increase room shall be done in accordance with what is stated in Chapter 7, Section 2 during negotiations within the company. The negotiations can be called for by either part. The negotiation must have started within 10 work days from when the negotiation has been called, unless the negotiating parties have not otherwise agreed.

The aim is for the negotiations to be swift and to reach an agreement within the company.

In the event of disagreement, the central parties should be consulted concerning the implementation of the agreement before the negotiations have ended.

If the parties cannot reach an agreement, the employer may call for a central negotiation. This shall be done no later than three weeks from the date the negotiation was concluded. The last day to call for a central negotiation is June 30, 2023 and June 15, 2024 unless the negotiating parties do not agree upon a later date.

If the employer has not called for a central negotiation, the general pot shall be allocated among the electricians affected by the salary review as a general salary increase.

The parties note to this agreement as a joint statement that all negotiations relating to salary review shall be concluded no later than October 31 of each contract year.

If the parties, at a central negotiation, cannot agree, the employer part may refer the issue to the salary issue committee (see below) for determination. This shall be done no later than three weeks from the date the central negotiation ended.

Salary Issues Board

The Salary Issues Board consists of an impartial chairman jointly appointed by the parties plus four members, of which IN and SEF shall each appoint two members plus one secretary.

The board meets at the request of either part to determine the setting of salary rate issues where it has been impossible to reach an agreement during central negotiations.

The board shall be constituted immediately, and its determination shall be swift.

Note to the minutes
The employer part is responsible for the cost of the chairman of the Salary Issues Board.

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