Section 5 Overtime

Item 1 Overtime work

Item 1:1 Definition
“Overtime work” that entitles the employee to overtime compensation means work carried out by a full-time employee over and above his or her regular daily working hours, if the employer has requested or subsequently consented to the overtime work.

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

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

Item 1:2 Calculation of overtime
Overtime is credited by the full half-hour. If overtime work is carried out both before and after regular working hours on any one day, the two periods will be added together.

Item 2 Compensation for overtime

Item 2:1 Cash, leave, salary, vacation
Overtime compensation takes the form of:

• cash
• leave
• higher salary
• longer vacation

in accordance with the rules below.

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

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

Item 2:3 Higher salary, longer vacation
The employer and the employee can reach an agreement that the employee will receive, instead of cash or leave, a higher salary and/or three or five vacation days in addition to the statutory number. Such agreements should be reached with managerial staff or employees whose working hours are difficult to verify or who are at liberty to plan their own working hours.

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

During the first six months of a temporary employment it is, in cases where the salaried employee is unproven in the labour market, not appropriate to make an agreement according to this provision. An agreement under this segment does not mean that the employer relinquishes their responsibility for maintaining the employee’s working hours at a reasonable level. Nor does an agreement mean that the employee is subject to an extended obligation to work beyond the ordinary working hours under the collective agreement.

Item 2:4 Preparation and rounding-off
If the employer and the employee have reached an explicit agreement that preparation and rounding-off work shall be carried out daily and the salary has not been determined, or is determined taking this into account, the employee shall be compensated by receiving 28 days of vacation.

Item 2:5 Informing local branch of salaried employees’ union
If an agreement has been reached in accordance with Item 2:3 or Item 2:4, the employer shall inform the relevant branch of the salaried employees’ union thereof on conclusion of the agreement. After informing the branch, the employer is obliged, if so required by the branch, to state the reasons for the agreement.

Item 3 Calculation of overtime compensation and leave in lieu

Item 3:1 Overtime compensation
Overtime compensation is paid for each hour in accordance with the following formula:

<table>
<thead>
<tr>
<th>Overtime 6.00 a.m.–8.00 p.m. Mon–Fri without public holidays</th>
<th>Overtime at other times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly salary</td>
<td>94</td>
</tr>
</tbody>
</table>

“Monthly salary” means the current fixed cash monthly salary.

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

The compensation amount includes vacation pay.

Item 3:2 Leave in lieu
Leave in lieu is calculated for each hour of overtime in accordance with the following formula:

<table>
<thead>
<tr>
<th>Overtime 6.00 a.m.–8.00 p.m. Mon–Fri without public holidays</th>
<th>Overtime at other times</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5 hours</td>
<td></td>
</tr>
</tbody>
</table>

Item 3:3 Overtime work separated from regular working hours
Overtime work separated from regular working hours is compensated according to local agreement.

If a local agreement according to the above cannot be reached, compensation is given according to the following:
• If the overtime work required the employee to present himself/herself at work, overtime compensation or leave in lieu is provided as if the overtime work had been performed for at least three hours. This does not apply if the overtime is separated from regular working hours only by a meal break.

• If the overtime work did not require the employee to present himself/herself at work, overtime compensation is provided for the actual time worked.

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

**Item 4 Part-time employment**

**Item 4:1 Compensation for extra hours**

If a part-time employee works for longer than the regular working hours for his/ her part-time employment (extra hours), compensation is paid for each additional hour at the following rate:

\[
\text{monthly salary} \\ 3.5 \times \text{weekly working hours}
\]

“Monthly salary” means the current fixed cash monthly salary.

“Weekly working hours” means the part-time employee’s working hours for a week without public holidays, calculated as an average per month.

The compensation amount includes vacation pay.

Extra hours are credited on the basis only of full half-hours. If extra hours have been worked on any one day both before and after the regular working hours that apply to the part-time employee in question, both periods will be added together.

**Item 4:2 Overtime compensation**

If the extra hours are worked before or after the times scheduled for a regular working day for the equivalent full-time employees at the company, overtime compensation is paid.

When calculating overtime compensation in accordance with Item 3:1, the employee’s salary shall be adjusted pro rata to a full-time salary.

**Section 6 Compensation for travelling time**

**Item 1 Travelling time**

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

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

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

If the employer has paid for a berth on a train or a boat during the journey or part of the journey, the hours between 10 p.m. and 8 a.m. shall not be included.
Travelling time also includes the normal time spent by an employee driving a car or other vehicle on a business trip, irrespective of whether or not it is owned by the employer.

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

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

**Item 2 Entitlement to compensation for travelling time**

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

**General rule**

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

**Exceptions**

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

**Item 3 Compensation**

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

\[
\text{monthly salary} \\
240
\]

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

\[
\text{monthly salary} \\
190
\]

“Monthly salary” means the current fixed cash monthly salary.

The compensation amount includes vacation pay.

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

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

Item 1 Staggered working hours
1. The following guidelines apply to compensation for work during staggered working hours. The local parties may reach an agreement providing for a different solution where there are special reasons to do so.

2. “Staggered working hours” means that part of the employee’s regular volume of work that is scheduled outside the regular schedule of daytime working hours at the employee’s workplace.

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

Notes in the minutes:

a. The parties are agreed that reasonable grounds should exist for the introduction of working staggered working hours. If, in an individual case, the salaried employees’ side claims that no reasonable grounds exist for staggering working hours, the employer may nevertheless stagger the working hours pending the outcome of any negotiations that may be demanded.

b. If a system of flexible working hours is applied, compensation is not paid for working hours between the starting and ending times of the regular schedule of daytime working hours, i.e. within the so-called bandwidth.

3. As far as possible, the employer should notify the employee concerned at least 14 days in advance that working hours are to be staggered. Such notification should also contain information concerning the expected duration of the staggering of working hours.

4. Compensation for staggered working hours is paid as follows:
5. Agreements to depart from the above compensation rules may be reached with employees in more senior positions to whom reasonable compensation is paid in accordance with a different arrangement.

6. Compensation for staggered working hours and overtime compensation cannot be paid concurrently.

7. The employee is not entitled to compensation for staggered working hours if the staggered working hours are at the employee’s own request.

**Item 2 Standby hours**

1. The following guidelines apply to compensation for standby hours. Local parties may reach an agreement providing for a different solution where there are special reasons to do so.

2. “Standby hours” means the time when an employee is not under an obligation to work but is required to be available in order to attend at the workplace within a certain period of time after being notified.

3. Compensation per hour
Standby duty compensation is paid per minimum session of eight hours.

4. In the event of working during standby duty, the compensation rules in Section 5 Item 3:3. of the agreement on general conditions of employment apply.

5. Agreements to depart from the above compensation rules may be reached with employees in more senior positions to whom reasonable compensation is paid in accordance with a different arrangement.

6. A schedule for standby hours shall be drawn up well in advance.

**Item 3 On-call hours**

1. The following guidelines apply to compensation for on-call hours. The local parties may reach an agreement providing for a different solution where there are special reasons to do so.

2. “On-call hours” means the time when the employee is not under an obligation to work but is required to be available to the employer at the workplace in order to perform work when the need arises.
3. **Compensation per hour**

<table>
<thead>
<tr>
<th>Compensation for on-call hours</th>
<th>Monthly salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>600</td>
</tr>
</tbody>
</table>

However, the following shall apply:

<table>
<thead>
<tr>
<th>Friday–Sunday</th>
<th>Compensation/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 6.00 p.m. on Friday to 7.00 a.m. on Saturday</td>
<td>Monthly salary 400</td>
</tr>
<tr>
<td>From 7.00 a.m. on Saturday to midnight on Sunday</td>
<td>Monthly wage 300</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public holidays</th>
<th>Compensation/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 6.00 p.m. on the day before to 7.00 a.m. on Epiphany (6 January), 1 May, Ascension Day and All Saints' Day</td>
<td>Monthly salary 400</td>
</tr>
<tr>
<td>From 7.00 a.m. on Epiphany (6 January), 1 May, Ascension Day and All Saints' Day to midnight on the first weekday after the respective public holiday</td>
<td>Monthly wage 300</td>
</tr>
<tr>
<td>From 6.00 p.m. on Maundy Thursday and New Year's Eve and from 7.00 a.m. on the respective public holiday</td>
<td>Monthly wage 150</td>
</tr>
<tr>
<td>From 7.00 a.m. on Whitsun Eve to midnight on Whit Monday</td>
<td>Monthly wage 300</td>
</tr>
<tr>
<td>From midnight on National Day (night into 6 June) to midnight on the day after National Day (night into 7 June)</td>
<td>Monthly wage 300</td>
</tr>
</tbody>
</table>

On-call compensation is paid per minimum session of eight hours.

4. Agreements to depart from the above compensation rules may be reached with employees in more senior positions to whom reasonable compensation is paid in accordance with a different arrangement.

5. On-call hours shall be allotted so that they do not involve an unreasonable burden on any individual employee.

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

Working hours agreement for salaried employees

Section 1 Scope of Agreement

Item 1
This agreement applies to all salaried employees whose employers are affiliated to IKEM. This agreement replaces the Swedish Working Hours Act in its entirety. In this agreement the terms “salaried employee” or “employee” and “the local branch of the salaried employees’ union” include “supervisor” and “the local branch of the supervisors’ union”.

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

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

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

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

Item 3
Employers and employees who reach an agreement that the right to specific compensation for overtime shall be replaced by longer vacation, or compensated for in some other way in accordance with Section 5 Item 2:3 in the agreement on general conditions of employment, may reach an agreement that the employee shall be exempted from the provisions of Sections 2–4. Such agreement may only be reached with respect to:

1. work that is performed under such conditions that it cannot be considered to be the employer’s responsibility to supervise how the work is arranged, and

2. work performed by employees whose duties and conditions of employment are such that they may be deemed to occupy a managerial or comparable position, or by employees who, considering their duties of employment, are entrusted to organise their working hours themselves.

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

Some employees who are exempt from the provisions of Sections 2–4 have, in accordance with current practice up to now, had a certain amount of freedom with regard to the scheduling of working hours. This freedom is not affected by this agreement.
Exemption from working hours regulation is primarily intended to apply to employees who have freedom with regard to the scheduling of their working hours and for employees who are able to influence their own work volumes.

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

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

Item 4

In addition to the exemptions in Items 2 and 3, written agreement may be reached between the employer and the local branch of the salaried employees’ union that certain employees or groups of employees shall be exempted from the provisions of Sections 2–4, in those cases where the employees, with respect to their duties, can be deemed to hold a particular position of trust regarding working time or if there are exceptional circumstances.

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

Section 2 Number of working hours, etc.

Item 1 Available working time

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

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

Item 2 Regular working hours

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

For employees working intermittent three-shift work, regular working hours may not exceed an average of 38 hours per week with no public holidays over a reference period of 12 months.

For employees working underground or on continuous three-shift work, regular working hours may not exceed an average of 36 hours per week with no public holidays over a reference period of 12 months.

Comments:

1. The following applies for employees who work in line with production:

Employees working in intermittent two-shift work, with an average of 40 effective working hours per week with no public holiday should be given paid time off to the same extent as is given to subordinate workers under collective bargaining agreements. To the extent that such time off is not provided for in the working time schedule, the time off shall be given in the form of paid days off, after consultation between the employee and the employer. The legitimate interests of production and of the employee shall both be taken into account here. For employees who benefit from compensatory time off according to the above, this shall be taken into account during the local salary review.
2. *Three-shift work may be carried out with three or more shift teams.*

3. *The parties agree that different lengths of working hours may be applied at different times of the year.*

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

**Item 3 Breaks, meal breaks, pauses**

Unless the local parties agree otherwise, breaks shall be arranged so that the employee does not work for more than five consecutive hours at a time. “Break” means an interruption in the daily working hours during which employees are not obliged to remain at their places of work. The employer shall indicate the duration and scheduling of breaks in advance and as accurately as the circumstances allow. Breaks may be replaced by meal breaks at the workplace. Such meal breaks are included in the working hours.

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

**Item 4 Daily rest**

**Item 4:1 General rule**

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

**Item 4:2 Exceptions**

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

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

3. If no local agreement according to the first point is made, deviations from Item 4:1 are permitted in the event of work during standby duty, provided that the employee is given an equivalent period of rest after the period of work that interrupted the period of daily rest.

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

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

**Comment:**

*In respect of work in connection with stand-by duty during several consecutive days, the equivalent rest periods for these days may be added together and scheduled within seven calendar days of the most recent stand-by duty shift. However, this presupposes that the employee, despite the interruptions in the rest periods, has had sufficient rest during the stand-by period.*
Item 4:4 Scheduling of equivalent rest period in regular working hours
No salary deduction shall be made if the employer schedules the equivalent rest period within regular working hours.

Item 5 Night rest etc.

Item 5:1 Night work
“Night” means the period between 10 p.m. and 6 a.m. By local agreement, “night” may be defined as another period of at least seven hours including the period between midnight and 5 a.m.

All employees shall be free from work to rest at night. This time off work shall include the time between midnight and 5.00 a.m.

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

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

Item 5:2 Night workers
“Night workers” are employees who normally work at least three hours of their working time during the night and employees who are likely to work at least half of their annual working time at night.

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

Comments:
1. When calculating the average, for each commenced period of seven days the weekly rest shall be deducted from the reference period. Vacation and sick leave during periods when the employee should otherwise have been working, shall be deemed equal to performed working time.

2. It is the intention of the parties that the length of the reference period shall not be applied in such a manner as results in working-time schedules where extremely long working hours without sufficient rest are used over a long period of time.

Item 5:3 Night workers whose work involves special hazards
Night workers performing work that involves special hazards or heavy physical or mental strain may not work for more than eight hours during any 24-hour period when involved in night work.

Item 6 Weekly rest
Each employee shall have at least 36 continuous hours of rest during each period of seven days (weekly rest).

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

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

Deviations from the first paragraph are permitted; e.g. in cases of standby duty or overtime work. The employee shall be compensated for this in accordance with Appendix 4 to the agreement on general conditions of employment.
Item 7 Overtime

Item 7:1
“Overtime work” in this agreement means work carried out by an employee over and above his or her regular daily working hours if:

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

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

Completed overtime is credited by the full half-hour.

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

Comment:

For part-time employees, work that is compensated for in accordance with Section 5 Item 4:1 of the agreement on general conditions of employment is deducted from the overtime allowed according to Item 7:2 below.

Item 7:2
In exceptional circumstances, up to 150 hours of general overtime may be worked during a 12-month period.

Item 7:3
General overtime may be worked for a maximum of 150 hours during three consecutive calendar months. Nevertheless, the amount of overtime during any one calendar month may not exceed 100 hours. These 100 hours may only be exceeded in the event of exceptional circumstances, for example when it is necessary to finish a job that cannot be interrupted without considerable inconvenience for the business.

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

Item 7:4
General overtime, whatever the form of compensation, shall be deducted from the overtime allowance in accordance with Item 7:2 above.

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

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

During a 12-month period, no more than 75 hours may be added back to the overtime allowance in this manner, unless the employer and the local branch of the salaried employees’ union have agreed otherwise.
Comment:

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

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

Item 7:5
The employer and the local branch of the salaried employees’ union may reach a written agreement on a different method of calculation, or on a different volume of general overtime for a particular employee or group of employees. Agreements on a different volume of general overtime shall be submitted to the relevant unions and employer associations for approval.

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

Item 7:6
In addition to what has been stated above, in the event of extraordinary circumstances, an agreement may be reached between the employer and the local branch of the salaried employees’ union that up to 150 hours of extra overtime may be worked per 12-month period.

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

Section 3 On-call duty

Item 1
If, owing to the nature of the business, it is necessary for the employee to be at the disposal of the employer at the workplace to work when the need arises, the maximum number of on-call hours during a four-week period shall be 48, or 50 hours per calendar month. The hours during which the employee works on behalf of the employer are not deemed to be on-call hours.

Item 2
The employer and the local branch of the salaried employees’ union may reach a written agreement on a different method of calculation, or on a different volume of on-call hours for a particular employee or group of employees.

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

Item 3
The parties agree that on-call duty that is more frequent than every fourth week shall occur only in cases where this is justified for technical production reasons or human resources reasons.
Section 3a Standby duty

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

Comment:

*Standby duty is not deemed to be working time.*

Section 4 Overtime and on-call log

The employer shall keep the necessary log for the calculation of overtime in accordance with Section 2 Item 7 and of on-call hours as in Section 3. The employee and the local branch of the salaried employees’ union or the central representative of the salaried employees’ union are entitled to view this log.
Appendix D

Agreement on compensation for weekly rest

Section 1

The parties agree to aim for weekly rest of 36 hours. In those cases where 36 hours of weekly rest cannot be provided, the employee shall receive compensation in accordance with the following:

1. A supplement of 1.0 per cent of the employee’s fixed cash monthly salary is paid per interruption.

2. In addition the employee is granted leave in accordance with one of the following two alternatives.

   Alternative 1
   In cases of interruptions to the weekly rest, the employee is compensated by one half-day of paid leave per interruption. Each interruption to the weekly rest after the first ten is compensated by one day of paid leave per interruption.

   Alternative 2
   Instead of taking paid leave as in Alternative 1, the employee is entitled to receive one whole day of leave for each interruption provided that the leave is unpaid. Each interruption to the weekly rest after the first ten is compensated by one day of paid leave per interruption.

Common to both alternatives:

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

For each calendar year, an agreement is to be reached, either between the employee and the employer or collectively for the workplace between the local parties, as to which alternative shall be applied.

Unpaid leave is taken in accordance with the employee’s wishes.

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

Section 2

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

Regular working hours for employees working continuous three-shift work with no stops during major public holidays or working underground

Over and above the regulations laid down in the Agreement on working hours for salaried employees, the following is agreed between IKEM and Unionen, Sveriges Ingenjörer, Naturvetarna and Ledarna and apply in regard to regular working hours.

For employees working continuous three-shift work with no stops during major public holidays, regular working hours may not exceed an average of 35 hours per week with no public holidays over a reference period of 12 months.

For employees working underground in two-shift work, regular working hours may not exceed an average of 35 hours per week with no public holidays over a reference period of 12 months.

For employees working underground in continuous two-shift work or three-shift work or intermittent three-shift work, regular working hours may not exceed an average of 35 hours per week with no public holidays over a reference period of 12 months and the yearly working time is reduced by 40 hours.
Appendix F

Working hours reduction

1 Lifetime working hours – working hours account according to the 2017-2020 agreement

The following rules apply unless the local parties agree otherwise:

1. Individual working hours accounts shall be developed for all employees.

2. An amount based on salary and compensation for regular working hours during the previous year of the agreement is allocated to each working hours account on 31 March each year during the period of the agreement.

The amount allocated is calculated as follows:

<table>
<thead>
<tr>
<th>Per cent</th>
<th>Date</th>
<th>Corresponding to leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.0</td>
<td>31 March each year respectively</td>
<td>4 days*</td>
</tr>
</tbody>
</table>

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

3. The allocation to the working hours account may be taken as paid leave, pension premium or cash payment.

4. The employee shall decide how the withdrawal is to be made from the working hours account in accordance with point 3. If the employee chooses the paid leave option, the leave shall be scheduled as agreed with the employer.

5. An employee who chooses paid leave is not entitled to carry days over from one year of the agreement to another. Leave that is not taken during the year of the agreement is compensated for in cash. This also applies to employees who, for whatever reason, do not choose any of the three options.

2a Working hours according to the 1998 agreement (SIF/CF) – now Unionen and Sveriges Ingenjörer
Discussions shall be held between the local parties concerning issues relating to working hours at the company. During these discussions, the local parties may agree to a reduction in working hours for full-time employees of one day with effect from 1 May 1999, one further day with effect from 1 May 2000, and another further day with effect from 31 March 2001, with pro rata reductions for part-time employees. Any reduction shall be scheduled in full days or part days. These discussions can address issues such as a flexible working hours to suit company needs and individual wishes.

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

Appendix G

Agreement regarding National Day

1. At companies where working time is calculated as hours per week with no public holiday, full-time work during the daytime, intermittent two-shift work and intermittent three-shift work entitles the employee to two hours of compensation per year. Compensation is given pro rata for part-time employees and employees who work only part of the year.

2. At companies that have continuous shift working with stops during major public holidays, work may be performed on National Day provided that the employees with this pattern of working hours are compensated in accordance with point 1 above.

3. The local parties shall agree on how the compensation according to point 1 above shall be handled.

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

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

Agreement regarding the minimum monthly salary

After the salary review, the monthly salary for full-time salaried employees aged 18 or over shall amount to a minimum of SEK 17,703. The amount changes on 1 April 2018 to SEK 18,058, and on 1 April 2019 to SEK 18,419. For salaried employees with one year’s continuous employment at the company, the monthly salary at 1 April 2017 amounts to SEK 18,827. This amount changes on 1 April 2018 to SEK 19,204, and on 1 April 2019 to SEK 19,588. For salaried employees with no experience of working, a lower salary may apply for twelve months. A local agreement is required if reasons other than lack of work experience exist.