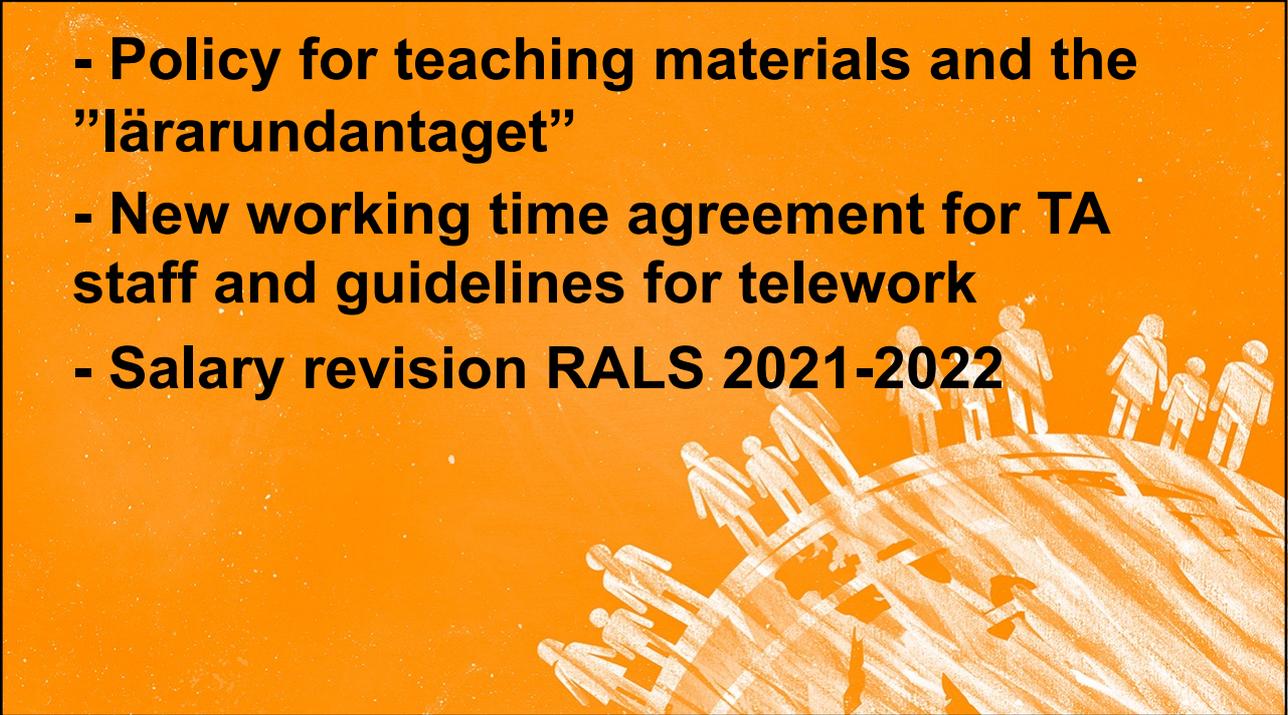


- 
- **Policy for teaching materials and the "lärarundantaget"**
  - **New working time agreement for TA staff and guidelines for telework**
  - **Salary revision RALS 2021-2022**

1

### **Policy for materials produced at Lnu - process and events**

- Information at MBL in mid-September 2021
- MBL negotiations in the latter part of September 2021 are adjourned
- The trade unions produce written points of view on policy proposals
- Examples of changed practices at the employer
- MBL negotiations in early October 2021 end in disagreement
- Central negotiations in the latter part of November 2021 end in disagreement
- Principal's decision on 9 February 2022

2

## Policy for materials produced at Lnu – excerpt from central negotiation 2021-11-22

Fackliga organisationer delar inte arbetsgivarens uppfattning om rättsläget och hänvisar till det sedvanerättsliga lärarundantaget där utgångspunkten är att det krävs tillstånd/överenskommelse med upphovsrättsinnehavaren för att lärosätet ska få nyttjanderätt.

Vidare är det de fackliga organisationernas uppfattning att även om tumregeln skulle gälla för visst material och att lärosätet då har en nyttjanderätt så innebär det inte någon rättighet för lärosätet att ensidigt ändra i materialet utan upphovsrättsinnehavarens tillstånd.

Då de flesta lärare inte har något emot att dela sitt material om de blir tillfrågade menar fackförbunden att arbetsgivarens inställning att lärosätet ensidigt kan besluta att använda material skadar syftet och gör det svårare att säkerställa att materialet är uppdaterat.

Förhandlingen avslutas i och med att protokollet är justerat.

Förhandlingen avslutas oenighet

3

## About the teacher exemption - from Barometern 2022-01-29 (Debate article)

”Genom att kringgå lärarundantaget tappar lärosäten den ständigt pågående kvalitetsgranskning som universitetslärarna gör. I förlängningen riskerar lärosätet dåligt rykte och tappar i attraktionskraft. Studenterna söker sig till mer kvalitetsorienterade universitet och högskolor.”

Sanna Wolk, förbundsordförande SULF

By circumventing the teacher exemption, higher education institutions lose the constantly ongoing quality review that university teachers do. In the long run, the university risks a bad reputation and loses its appeal. Students apply to more quality-oriented universities and colleges.

4

## **”Läraryrskänslan” – a custom**

- It is customary and practice for the university teacher, not the university, to have the copyright to the material created in service, for example educational or research material.
- This means that the university is not normally allowed to use the teacher's copyrighted material without permission.

5

## **Saco-S interpretation through SULF (our contact union)**

- The starting point is that teachers, as the authors, own the copyright to their educational material (instructions, exercises, presentations and the like).
- Copyright can be transferred in whole or in part to another, for example the university.
- In order for the university to have the right to use the material, an agreement is required between the teacher and the university.
- However, it is normally part of the teacher's duties to produce schedules, syllabi, course information and examine students. The department where the teacher is employed has the right to use such material.

6

## Policy on materials produced at Lnu vis-à-vis "lärarundantaget"

- The employer claims that the rule of thumb applies while the trade unions believe that "lärarundantaget" applies (teachers have distinctive employment relationships - the so-called academic freedom)

- Copyright protection arises when a work is created, whereby the copyright mark does not need to be used in Sweden.

SULF:s skriftserie. Universitetsläraarnas upphovsrätt (Sanna Wolk)

<https://sulf.se/app/uploads/2016/02/sulf-universitetslararnas-upphovsratt2011.pdf> (in Swedish)

<https://sulf.se/en/work-salary-and-benefits/copyright/> - in English

**How to relate to "Policy on materials produced at Lnu"?**

7

## New working time agreement for TA-staff Linnaeus University - process and content (I/II)

- A long and extensive negotiation process
- Questions were raised that in previous working time agreements:
  - *there were things that were no longer relevant*
  - *there was no uniform way of applying the agreement at the university*
  - *there were no points about business travel and travel time*
  - *there were no points on staff development*
  - *etc*

8

## **New working time agreement for TA-staff at Linnaeus University - process and content (II/II)**

- The new agreement will take effect from March 1, 2022 where:
  - *special working hours for janitors and cleaners are expressed*
  - *a wording on staff development and their skills can be found*
  - *a wording on business travel and travel time can be found*
  - *formulations that responsibility for follow-up of flexitime is shared between employers and employees*
- Important HOW the new agreement will be used at the university!
- The employer must also provide information outside the agreement on how the use of flexitime can be made - for example on days with reduced working hours

9

## **On the possibility of telework – an ongoing process (I/II)**

- The Swedish Employers' Agency (Arbetsgivarverket) has "support material" for developing guidelines for teleworking
- At several other higher education institutions, guidelines for telework have been available since the autumn
- Almost a year ago, our university already had draft introductory parts of guidelines
- The employer has repeatedly expressed new dates for when proposals for guidelines are to be presented
- Mainly the work safety organization but also the trade unions have repeatedly requested guidelines for teleworking

10

## On the possibility of telework – an ongoing process (II/II)

From protocol from MBL 220208

- |   |   |
|---|---|
| <p>2      Universitetsövergripande information (MBL §19)<br/><i>Föredragande: Therese Iveby Gardell</i></p> | <p>AG informerar om verksamhetsrelaterade frågor med anledning av covid-19 och att diskussioner om hur en successiv återgång till arbetsplatsen vid Linnéuniversitetet ska ske efter den 14 februari. PO anser att det är viktigt att ha en återgång som är dynamisk och att chefer får stöd i detta från AG. AG informerar vidare om att rutinen där HSO medverkar vid MBL på tisdagar, fr.o.m den 14 februari återgår till den rutin som gällde innan pandemin.</p> |
|---|---|

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## About the opportunity for telework - where are we now and what is important in the future?

- The principles / transitional rules for returning to work on campus that are relevant have not been negotiated with the trade unions.
- The responsibility is placed on the immediate manager to determine opportunities for possible telework, which risks giving different interpretations for similar tasks depending on the current manager's attitude to telework.
- How will the current principles / transitional rules be implemented in practice? It is important that we follow this up together!
- Principles / transitional rules should not be confused with the process of getting a more long-term solution, which hopefully, like several other universities, will be established after negotiations with the trade unions - in the form of guidelines for teleworking.

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## On salary- setting - RALS 2021-2022

### Starting point for current salary formation: RALS 2010-T

An employee's salary shall be determined on the basis of objective grounds such as responsibility, the degree of difficulty of the tasks and other requirements associated with the task, as well as the employee's skills and results in relation to the university objectives. Therefore, the salary must be individual and differentiated.

### Central parties need to review the model

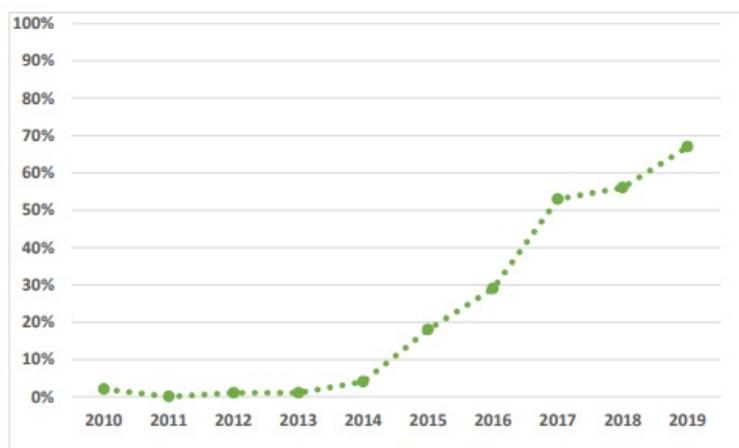
What changes in the agreement must be made to

- create confidence in the salary formation model?
- enable local parties to be able to adapt the wage formation process to the business?
- enable local union representatives to be able to have full transparency in the salary process?

What conditions must be met for the parties to be able to recommend local wage formation through salary-setting talks?

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## The proportion of Saco-S members in the higher education sector whose salaries are set in salary-setting talks 2010–2019



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## Evaluation at Lnu of RALS 2021 - a selection of questions and with comparison backwards

The question "What types of dialogues or talks did you have with your manager?" was answered:

	2021	2019	2018	2017
Both employee dialogue and salary setting talks – at separate occasions.	47 %	<b>32 %</b>	<b>34 %</b>	45 %
A combined employee dialogue and salary setting talk.	37 %	37 %	31 %	28 %
No dialogue or talk.	<b>10 %</b>	17 %	20 %	18 %
Other	06 %	14 %	15 %	10 %

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## Evaluation at Lnu of RALS 2021 - a selection of questions and with comparison backwards

The question "How has your salary setting talk been conducted?" was answered:

	2021	2019	2018	2017	2016
Have had a salary setting talk and then a shorter follow-up talk where my boss informed me of my new salary including the reasons.	39 %	<b>24 %</b>	<b>24 %</b>	35 %	37 %
Have had a salary setting talk and my boss informed me later of my new salary (whit-out motivation).	27 %	24 %	31 %	24 %	27 %
Have had a salary setting talk and in that talk my boss informed me of my new salary.	19 %	12 %	11 %	13 %	14 %
Have NOT had a salary setting talk, but my immediate boss has given me a new salary suggestion anyway.	13 %	19 %	<b>23 %</b>	<b>21 %</b>	13 %
Other method.	<b>02 %</b>	<b>20 %</b>	12 %	08 %	09 %

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## Agreement RALS 2021 - amendments Annex 3 (I/II)

- Strengthen the link between salary setting and salary mapping
  - More and more developed analyses and comparisons between and within groups
  - Breakdowns at faculty and possibly department level, and highlight more variables than gender, for example employment time
  - Get support in knowledge in the field of equal conditions at a university
  - Highlight and discuss salary differences that are discovered in connection with the salary revision, and discuss it in relation to the university's salary policy.
  - Saco-S needs to have greater access to the data that is available.
- Investigate the reasons for the increasing share of "zero bids" and the lowest levels of wage increases

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## Agreement RALS 2021 - amendments Annex 3 (II/II)

The local Saco-S association follows central investigations and discussions regarding salary-setting talks as a model for salary-setting in the university and college sector

- It is important that central parties raise issues of change in the RALS agreement, with the aim of creating greater confidence in the salary formation model and to a greater extent enabling local parties to be able to adapt the salary formation process to the business
- Raise questions about how local union representatives should have full transparency in the salary process
- Question what conditions must be met for the parties at the central level to recommend local salary formation through salary-setting talks, related to other models for salary setting

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## Upcoming salary revision - from the Revised Agreement RALS process 2020-2022

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 The salary-setting interview shall be conducted between the salary-setting manager and the employee, normally in two steps, and follow up the content of the performance appraisal. Only at the second salary-setting interview must the salary-setting manager inform about and objectively justify the new salary. In the conversations, there must be a clear connection to salary policy and salary criteria.

### ----- **Period 3, 220401-230930**

Salary setting talk step 1, step 2 until 220520.

If both parts agree, the employee and employer sign an agreement, which is sent to the HR department and Saco-S receives information when the new salary is in Primula. In the event of disagreement a special appendix is prepared.

Payment of the new salary will take place with June's salary in 2022.

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 Period 3, achievements during the period 210401-220331

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## Revised agreement RALS process 2020-2022 - excerpt (refers to new wording)

... ~~If agreement is not reached in a salary setting conversation as described above, the salary setting manager and the employee must take joint responsibility for implementing and trying to reach agreement in a third conversation (step 3).~~ ...

... In case of disagreement, AG's negotiating delegation continuously informs Saco-S. If an employee chooses not to sign an agreement, and a new salary cannot be determined according to the established schedule, a new salary is determined through collective bargaining (see Appendix 1). **The relevant managers, HR and Saco-S's negotiating delegation participate in the collective bargaining.**

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**THANKS FOR YOUR INTEREST!!**

