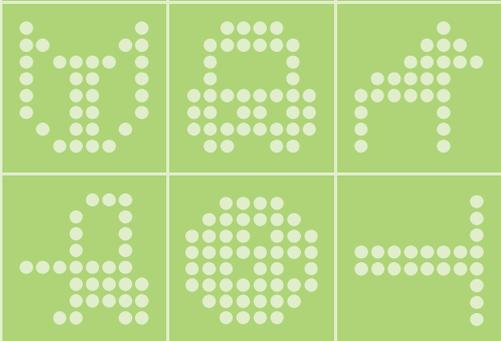
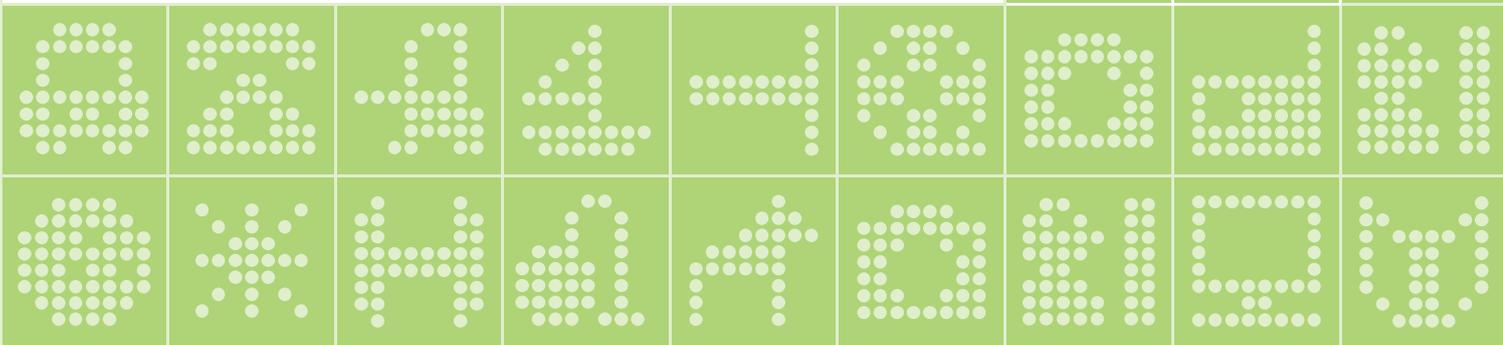
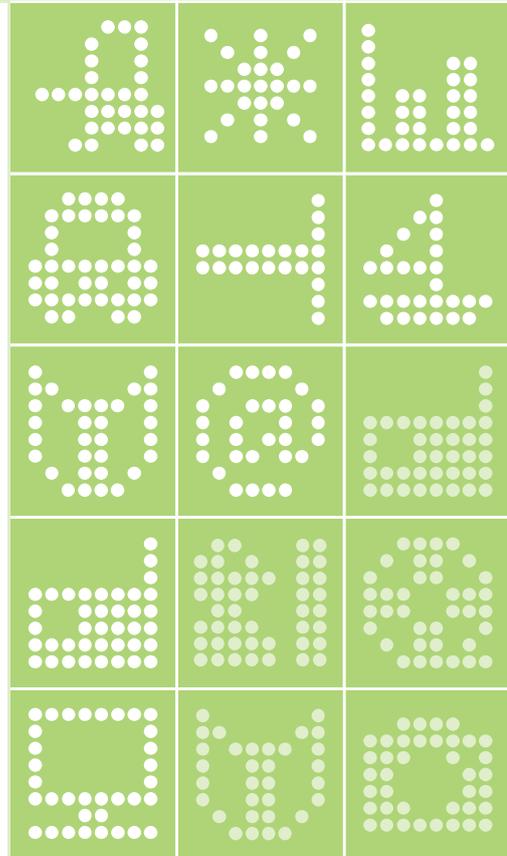


# SALARIED EMPLOYEES

Agreement on General Terms,  
Working Hours and Continuing  
Education

2020-12-01-2023-04-30  
as of 1 January 2022



| ✖ | Tjänsteföretagen | ✖ | Medieföretagen





*The Swedish University Graduate Unions\* were represented in the negotiations by Akavia.*

*During the current period of the agreement Akavia acts as common representative for The Swedish University Graduate Unions.*

*Central consultations, usually after local consultations in accordance with sec. 10-12 Co-Determination at Work Act, are requested with or by Jusek, irrespective of whether the affected employees are organised in Jusek or not.*

*Consultations in accordance with sec. 13 Co-Determination at Work Act that concern an individual member are held with the respective trade union.*

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*\*Please refer to page 59 for members of The Swedish University Graduate Unions.*

This is an unofficial translation

The original Swedish wording of the conditions in the agreement shall prevail in case of dispute

The Swedish Media Employers' (Medieföretagen)  
Almega Service Employers' Association (Almega Tjänsteföretagen)

Unionen  
The Swedish University Graduate Unions (Akademikerförbunden)

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| Marker in margin symbols a change in relation to the previous agreement text

## List

of separate agreements not included in the printed agreement

- ✓ The Work Environment Agreement
- ✓ The Industrial Supplementary Pensions Scheme - the ITP Agreement
- ✓ The Agreement on Collective Group Life Insurance (TGL)
- ✓ The Agreement on Readjustment Contracts and Supplementary Services
- ✓ Security Insurance Upon Work-Related Injuries (TFA)
- ✓ Development Agreement
- ✓ Agreement on the use of non-competition clauses in employment agreements
- ✓ Agreement concerning the right to employees' inventions
- ✓ Arbitration rules for the arbitration-committee in disputes on invention and non-compete provisions

## **§ 1 Scope of the agreement**

### **1.1 Scope**

This agreement comprises companies associated with the following employer organisations that are included in special lists:

- The Swedish Media Employers
- The Swedish Service Employers' Association

### **1.2 Application**

A written request by either party is required for the agreement to enter into effect with respect to a company. The agreement will thereafter enter into effect from the first day of the following month, unless otherwise agreed in each case. The Agreement shall apply to the parties stated in the request.

If a company is already bound by another collective bargaining agreement for salaried employees, that agreement applies until the end of its term unless otherwise agreed.

#### **1.2.1 The non-mandatory nature of the agreement**

If the local parties wish to change any part of the Agreement, such request shall be considered by the Fiduciary Council.

### **1.3 Exceptions**

The agreement does not apply to

- salaried employees in a top management position,
- salaried employees whose employment is to be considered spare-time work, except as to sick pay during the term of employment according to Section 10 of this agreement.

### **1.4 Reached retirement age**

Regarding salaried employees who have reached the age of 68 (as of 2023, 69), the employer and the salaried employee may agree that other terms of employment shall apply than the ones in this agreement. A right to sick pay after the term of employment requires a special agreement.

The same applies to those who are hired after having reached the regular retirement age that applies at the company.

*Note to the minutes*

The Swedish Act on Security of Employment presently provides a right for the salaried employee to remain in service until the age of 68 (as of 2023, 69).

### **1.5 Service abroad**

Upon service abroad, the employment terms during the stay abroad shall be regulated through

- agreement between the employer and the salaried employee or
- by special regulations for service abroad or the like at the company.

In addition, the "Agreement Concerning Social Security for Salaried Employees Serving Abroad" applies to those salaried employees comprised by it.

### **1.6 Management - union membership**

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

*Note to the minutes*

The PTK Associations have agreed that local salaried employee unions or representatives appointed by the salaried employees in the PTK area may, concerning the adjustment agreement and concerning issues of personnel reductions according to the agreements for general employment terms, be represented by a common body, PTK-L, as against the employer. This body shall be deemed to be the "local employee organisation" according to the Act (1982:80) on Security of Employment.

If a salaried employee party cannot act through PTK-L, the company shall be able to make agreements with each salaried employee organisation separately.

## **§ 2 Employment**

The forms of employment stated below are an exhaustive regulation of the forms of employment that are available in the agreement area. In terms of the preferential right to re-employment, the Employment Protection Act is applicable if nothing else is stated.

*Note: Provisions regarding notice period upon terminating probationary employment and fixed term employments are found in section 13.3.3 and 13.3.4*

### **2.1 Employment until further notice**

Employment is valid until further notice if the employer and the salaried employee have not agreed that the employment is to be fixed-term or for a probationary period.

### **2.2 Conditions for fixed-term employment**

The employer and the salaried employee may agree on a fixed-term employment:

- In the case of a substitute to replace a salaried employee during leave, or absence, or in order to maintain a vacant position.
- For an agreed fixed term.

An agreement for an agreed fixed term shall consist of a minimum period of employment of seven days if the employer and the salaried employee have not agreed on a shorter period of employment.

*Note 1: If the union organisation considers that the possibility to employ for a fixed term for a period shorter than seven days through individual agreement is being misused the organisation can, after local and central negotiations on the matter, recall the possibility for the employer to continue making such individual agreements. The possibility to recall does not apply when a local agreement is reached. Misuse refers to the employer repeatedly employing for short periods even though the needs of the business could have been met with longer fixed-term employment or employment until further notice. In the case of suspicion of misuse, the union organisation has the right to view all employment contracts in which individual agreements have been made regarding employment periods shorter than seven days, applying to the past six-month period.*

Local parties may also reach agreement on shorter periods of employment

*Note 2 : The intention with a local agreement is for employer and employee parties together to review in what kind of typical situations the need for this kind of fixed-term employment, periodically or regularly, occur in the business and agree in advance about exceptions regarding these situations or, in individual situations, to strike a local agreement.*

Students who are registered at a university or college may always be employed for an agreed limited fixed term without the requirement for a minimum employment period.

- For salaried employees who have reached the normal pension age according to the ITP plan (at present from 65).
- For seasonal workers.

*Note 3: The parties agree that the definition of seasonal workers follows the Employment Protection Act.*

- Doctoral positions, in which the doctoral thesis is to take place partly or completely at the company.
- For school pupils and placements.

In case of a time-limited employment, which is expected to have a duration of not more than a month, no priority to new employment shall apply.

### **2.3 Conversion rules for substitutes and agreed fixed term**

A substitute or an agreed fixed term converts to employment until further notice when an employee has been employed with the employer as a substitute and/or fixed-term employment for more than 36 months during a five-year period.

*Note: A salaried employee may, after the period for conversion to employment until further notice has occurred reach a written agreement with the employer to decline the relevant conversion. Any such agreement is valid for six months. An employee may subsequently again decline employment until further notice according to this rule. For those who have reached the ordinary pension age according to the ITP plan (at present 65) an agreed fixed term or a substitute does not convert into employment until further notice.*

*The general rule is that the same rights regarding general fixed-term employment and substitution, in the case of conversion remain unchanged if the employer and the employee do not agree otherwise. In those cases in*

*which the parties do not reach agreement and the level of employment shortly before the conversion is significantly different to the calculated average level of employment over the past twelve months, employment until further notice can be set at the average amount.*

## **2.4 Probationary employment**

Agreement on probationary employment may be met when the aim is for the probationary period to convert to employment until further notice after the probationary period. No particular requirements are made for probationary employment. However, the agreement may apply for a maximum of six months. If the salaried employee has been absent during the probationary period, the employment can be extended by agreement by the period of time equivalent to the period of absence.

If the salaried employee, directly before the probationary employment, was employed in a similar post in the company, in an agreed fixed term or as a substitute, the probationary period is lowered by the same amount.

## **2.5 Provisional regulations**

These rules will enter into force on November 1, 2017. For employment agreements made before November 1, 2017 the former rules apply completely to such employment.

Upon conversion to employment until further notice no regard is to be taken to employments made before November 1, 2017

## **§ 3      General directions**

### **3.1          Loyalty**

The relationship between employers and salaried employees is based on mutual loyalty and trust. The salaried employee shall observe discretion as to the employer's affairs, such as pricing, computer systems, investigations, operating conditions, business matters and the like.

### **3.2          Competing activities**

A salaried employee shall not conduct business or directly or indirectly conduct economic activities for a company that competes with the employer. Furthermore, the salaried employee shall not undertake any assignments or conduct any activities that may adversely influence his ordinary work. This means that before undertaking an assignment or spare time activity of a more comprehensive nature, the employee shall first consult with the employer.

### **3.3          Fiduciary assignments**

A salaried employee has the right to accept state, municipal and union fiduciary assignments.

## **§ 4 Overtime compensation**

Regarding working hours, see the Working Hours Agreement appendix 1.

### **4.1 Right to overtime compensation**

Salaried employees have a right to overtime compensation according to 4.3 unless otherwise agreed according to 4.1.1 - 4.1.2.

#### **4.1.1 Agreement with certain salaried employees**

The employer may agree with a salaried employee that as compensation for overtime work the salaried employee shall instead receive a higher salary and/or five holiday days in addition to the holiday mandated by law.

Such agreements may be made only with salaried employees in management positions and salaried employees whose working hours are difficult to verify or who have the freedom to schedule their working hours. If this is not the case, there must be special reasons for such an agreement.

#### **4.1.2 Preparatory and finishing work**

If the employer and a salaried employee have expressly agreed that the salaried employee will on a daily basis carry out preparatory work and finishing work of at least 12 minutes and the salary has not been determined taking this into consideration, the salaried employee shall be compensated by three holiday days in addition to the holiday mandated by law.

#### **4.1.3 Written agreement. Term**

Agreements according to 4.1.1 and 4.1.2 shall be in writing. They apply until further notice and may be revised at the time of the following salary revision. The agreement should set forth how the salaried employee is compensated for overtime work.

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

The employer shall inform the relevant salaried employee union when an agreement has been made.

## **4.2 Preconditions for overtime compensation**

### **4.2.1 Definition of overtime work**

Overtime work giving the right to overtime compensation means work that is carried out outside the regular daily working hours that apply to the salaried employee, if the overtime work

- has been requested in advance or
- has been approved afterwards by the employer. As to part-time work, see 4.4.

### **4.2.2 Preparatory and finishing work**

The time required to carry out necessary preparatory and finishing work that normally forms a part of the salaried employee's work, is not considered overtime work.

### **4.2.3 Calculation of overtime**

If the overtime work has been carried out before as well as after the regular working hours during a certain day, the overtime periods shall be added together. Only full half hours are included in the calculation.

### **4.2.4 Overtime work not in connection with regular working hours**

If a salaried employee carries out overtime work at times not immediately following regular working hours, overtime compensation shall be paid for at least three hours' overtime work. This does not however apply if only a regular meal break separates the overtime work from regular working hours.

### **4.2.5 Travel costs upon overtime work**

If the salaried employee reports for overtime work at times not immediately following regular working hours and thereby incurs travelling costs, the employer shall reimburse these costs. This applies also if an agreement has been made according to 4.1.1.

### **4.2.6 Overtime work upon shortened regular daily working hours**

If the regular daily working hours during a certain part of the year, e.g., the summer, have been shortened without a corresponding lengthening during any other part of the year, the following shall apply. The calculation of

overtime work that has been carried out during the part of the year when the shorter working hours apply shall be made on the basis of the regular working hours applying during the rest of the year.

**4.3 Overtime compensation**

**4.3.1 Money — Time off**

Overtime work is compensated either in money (overtime compensation) or time off (compensatory leave). Compensatory leave is granted if the salaried employee so desires and the employer after consultation with the salaried employee finds that this is possible without inconvenience for the company’s operations.

In the consultation, the employer should, as far as possible, take into consideration the salaried employee’s desires of when the compensatory leave shall be taken.

**4.3.2 Amount of the compensation**

Overtime compensation per hour shall be paid as follows:

*Overtime work 6 a.m.-8 p.m. Mondays - Fridays that are not holidays:*  
the monthly salary  
94

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

*Overtime work at other times*  
the monthly salary  
72

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

Monthly salary means the current fixed monthly salary in cash.

Overtime work during business days during which the salaried employee does not have to work is equated with overtime work at other times. The same shall apply to Midsummer’s Eve, Christmas Eve and New Year’s Eve.

#### **4.4 Additional hours upon part-time work (overtime for employees working part-time)**

##### **4.4.1 Compensation for overtime for employees working part-time**

If a part-time employee has carried out work outside regular working hours that apply to the part-time employment, compensation shall be paid per additional hour in the amount of:

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

Monthly salary means the relevant fixed monthly salary in cash.

The weekly working hours mean the part-time employee's working hours per holiday-free week, calculated as an average per month.

##### **4.4.2 Calculation of overtime for employees working part-time**

If the overtime work has been carried out before as well as after the regular working hours that apply to the part-time employment, the time periods shall be added together. Only full half hours are included in the calculation.

##### **4.4.3 Overtime compensation for employees working part-time**

A part-time employee has the right to overtime compensation if the overtime work is carried out before or after the times that apply to the regular working hours for a full-time employee in the corresponding position at the company.

Upon calculation of compensation according to 4.3.2, the salary shall be adjusted to correspond to a full-time salary.

**§ 5 Staggered working hours**

**5.1 Staggered working hours**

Staggered working hours means the part of the salaried employee’s regular working hours that is scheduled on the days and between the times set forth in 5.3.

**5.2 Notice concerning staggered working hours**

The employer should notify the salaried employee no later than 14 days in advance that the working hours will be staggered. The notice should also contain information about the expected duration of the staggering of working hours.

**5.3 Compensation for staggered working hours**

Staggered working hours shall be compensated per hour as follows:

Monday-Friday from 6 p.m. to 12 midnight	<u>the monthly salary</u> 600
Monday-Saturday from 12 midnight to 7 a.m.	<u>the monthly salary</u> 400
Saturday-Sunday from Saturday 7 a.m. to Sunday 12 midnight	<u>the monthly salary</u> 300
from 7 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints’ Day to 12 midnight before the first business day after the relevant holiday	<u>the monthly salary</u> 300
from 6 p.m. on Maundy Thursday and from 7 a.m. on Whitsun Eve, Midsummer’s Eve, Christmas Eve and New Year’s Eve to 12 midnight before the first business day after the relevant holiday.	<u>the monthly salary</u> 150

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

**Monthly salary** means the current fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

#### **5.4 Local agreement**

The local parties may make an agreement for other compensation for staggered working hours, if there are special reasons therefore.

#### **5.5 Individual agreement**

The employer and an individual salaried employee may agree that the rules on compensation according to the above shall not apply, and that the salaried employee instead shall receive reasonable compensation in another manner. Such agreement shall be in writing.

The agreement shall apply until further notice and may be revised at the time of the following salary revision.

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

#### **5.6 When the salaried employee has received other compensation before**

If a salaried employee, through salary or in any other manner has been compensated for work during staggered working hours and therefore has not received any special compensation, the terms shall not change by this agreement entering into effect.

**§ 6 On-call time**

**6.1 On-call time**

On-call time means time when the salaried employee has no obligation to work but is obligated to be at the employer’s disposal in order to carry out work when the need arises.

**6.2 Schedule**

On-call time shall be allocated so that it does not unreasonably burden any individual salaried employee.

Schedules for on-call time should be made well ahead of the time they concern.

**6.3 Compensation for on-call time**

On-call time is compensated per on-call hour by the monthly salary  
600

The following shall however apply:

from Friday 6 p.m. to Saturday 7 a.m. the monthly salary  
400

from Saturday 7 a.m. to Sunday 12 midnight the monthly salary  
300

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

from 7 a.m. on Epiphany, 1 May, Ascension the monthly salary  
Day, the National Day and All Saints’ Day to  
12 midnight before the first business day after  
the relevant holiday 300

from 6 p.m. on Maundy Thursday and from 7 the monthly salary  
a.m. on Whitsun Eve, Midsummer’s Eve,  
Christmas Eve and New Year’s Eve to 12  
midnight before the first business day after the  
relevant holiday. 150

On-call compensation is paid per working period for not less than 8 hours, as the case may be, reduced by the time for which the salaried employee has received overtime compensation.

**Monthly salary** means the current fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

#### **6.4 Local agreement**

The local parties may make an agreement for another solution if there are special reasons therefore.

#### **6.5 Individual agreement**

The employer and an individual salaried employee may agree that the rules on compensation according to the above shall not apply, and that the salaried employee instead shall receive reasonable compensation in another manner. Such agreement shall be in writing.

The agreement shall apply until further notice and may be revised at the time of the following salary revision.

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

# § 7 Standby duty

## 7.1 Definition

Standby duty refers to the time during which the salaried employee is not obliged to work but must be available to carry out work when the need arises.

## 7.2 Local agreement

The local parties can reach agreement about standby duty in which, for example, standby duties and forms of compensation are adapted to local conditions.

The following table acts as a basis for such agreements, in which standby duty shifts, standby duty compensation and compensation for worked time during standby duty are defined.

	Standby duty 1		Standby duty 2	
	Compensation for standby duty	Compensation for time worked	Compensation for standby duty	Compensation for time worked
Time 1				
Time 2				

## 7.3 Standby duty

*Standby duty A* means that the salaried employee, via a mobile tool or similar, should be accessible to undertake work. Standby duty A does not require that the salaried employee must be available to carry out work at a designated place.

*Standby duty B* means that the salaried employee must be available to carry out work at the workplace or another place designated by the employer.

*Standby duty C* means that the salaried employee must be available to carry out work at home.

*Note 1*

In those cases in which the employer wants to apply Standby Duty C, but the employee does not consider the home to be a suitable workplace, shall the employee be available to carry out work at the workplace or at another designated place. However, compensation is payable in accordance with Standby Duty C.

*Note 2*

In the case of standby duty, the employer must pay consideration to reasonable time to be accessible for work considering the employee's type of standby duty as well as other practical and objectively relevant conditions. One (1) hour in terms of Standby Duty B and daytime for Standby Duty C, can act as a starting point. The time can be both shorter and longer.

**7.4 Schedule**

Standby duty should be set in a schedule so that it does not unreasonably burden any individual employee. The schedule ought to be compiled and communicated in good time. Changes to the schedule should be announced at least two weeks in advance. Temporary deviations that cannot be predicted when making the schedule should not be counted as changes to the schedule.

*Note 1*

As an example, unreasonable burden means that standby duty should not be shared among too few employees or that the schedule for standby duty includes several standby duty shifts during the same 24-hour period without relation to regular working hours.

*Note 2*

Local agreements are assumed to be made if necessary regarding night time work and resting rules for standby duty.

**7.5 Standby duty compensation**

If there is no other local agreement, Standby Duty A, B and C will be compensated according to the following:

Scheduled time	Compensation per hour		
	A	B	C
Monday 12 am – Friday 6 pm	Monthly <u>salary</u> 1,750	Monthly <u>salary</u> 1,400	Monthly <u>salary</u> 1,650
Friday 6 pm – Saturday 7 am, and from 6 pm the previous day until 7 am on Epiphany, 1 May, Ascension Day, All Saints' Day and Sweden's National Day	Monthly <u>salary</u> 1,100	Monthly <u>salary</u> 900	Monthly <u>salary</u> 1050
Saturday 7 am – Sunday 12 am as well as from 7 am on Epiphany, 1 May, Ascension Day, All Saints' Day and Sweden's National Day until 12 midnight the first following weekday	Monthly <u>salary</u> 750	Monthly <u>salary</u> 600	Monthly <u>salary</u> 700
From 6 pm on Maundy Thursday and from 7 am on Whitsun, Midsummer, Christmas and New Year's Eve until 12 midnight the first weekday after each holiday	Monthly <u>salary</u> 450	Monthly <u>salary</u> 350	Monthly <u>salary</u> 400

The salary for part-time employees should be calculated so that it is equivalent to a full-time salary.

Compensation for an employee with standby duty is paid out per shift for a minimum of 1 hour for Standby Duty A, 4 hours for Standby Duty B and 2 hours for Standby Duty C, in relevant cases the compensation is lowered by the time in which the employee has been instructed to be present for work in accordance with 7.6 below.

## **7.6 Compensation for time worked during standby duty**

If there is no other local agreement, compensation per hour of time worked is according to the following:

In the case of instructions to carry out work during standby duty over-time rates are paid for actual time worked, although;

1. at least for 30 minutes of work carried out according to Standby Duty A,
2. at least for three hours in the case of work carried out according to Standby Duty B and,
3. at least for two hours of work carried out in accordance with Standby Duty C.

An employee with Standby Duty B but who carries out work in accordance with Standby Duty A, should be compensated for at least one hour.

The salary for part-time employees should be calculated so that it is the equivalent of a full-time salary.

Compensation for travel costs linked to Standby Duty B is paid.

## **7.7 Individual agreement**

The employer and an individual employee can reach agreement that the rules for compensation according to the above are not applicable but that the employee instead should receive a reasonable compensation in a different manner. Such agreement shall be in writing and should contain information about the compensation that is received instead of compensation for standby duty.

The agreement applies until further notice and can be revised at the next salary revision.

The party that would like to end a special agreement should inform the other party no later two months in advance.

### *Note 1*

If there are local club/associations, it is advisable for the parties to have discussed the design of individual agreements. It can also be advisable to discuss individual agreements on standby duty at the time of the revision of the pay scale.

*Note 2*

When an individual agreement ceases to be valid, the agreed compensation or other agreed compensation is no longer paid out. Compensation instead reverts to the main rule of the collective agreement.

## **§ 8 Travel time compensation**

### **8.1 The right to travel time compensation**

Salaried employees have a right to travel time compensation according to 8.3 with the following exceptions:

#### *Exceptions*

- 1 An employer and a salaried employee, who have made an agreement for compensation for overtime according to 4.1.1 and 4.1.2, may agree that the provisions for travel time compensation shall not apply.
- 2 The employer and salaried employees may agree that compensation for travel time shall be paid in another form, e.g., that the existence of travel time is taken into consideration upon the determination of the salary.
- 3 Salaried employees with a line of work that normally entails business travel to a significant extent, e.g., travelling salesmen and service technicians, have a right to travel time compensation only if the employer and the salaried employee have agreed on this.

### **8.2 Travel time**

Travel time is the time during ordered business travel taken to travel to the point of destination.

Only travel time before and after the salaried employees regular working hours shall be included in the calculation of travel time that gives the right to compensation.

If the travel time occurs before as well as after regular working hours on a certain day, the time periods shall be added together. Only full half hours shall be included in the calculation.

If the employer has paid for a sleeping berth on a train or a boat during the trip or part thereof, the time between 10 p.m. and 8 a.m. shall not be included in the calculation.

Normal time when the salaried employee himself drives an automobile or other vehicle during business travel is also included in the travel time, regardless of whether the vehicle belongs to the employer or not.

The trip shall be considered commenced and concluded according to the regulations that apply to the calculation of per diem allowances or the corresponding at the relevant company.

**8.3 Travel time compensation**

1) Travel time compensation *per hour*

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

Travel time compensation according to the divisor 240 is paid for not more than six hours per calendar day, unless a longer travel time is shown.

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

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

3) If the travel has occurred during the time from 6 p.m. on a day before a non-working holiday eve or holiday to 6 a.m. on the day after the holiday

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

**Monthly salary** means the relevant fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

## **§ 9 Holiday**

### **9.1 General terms**

Holiday shall be granted according to law, with the additions and exceptions set out below.

### **9.2 Accrual year and holiday year**

The *accrual year* is counted from 1 April up to and including 31 March the following year.

The *holiday year* is the 12-month period following thereafter.

The employer may agree with an individual salaried employee or with the local salaried employee union representative that the accrual year and/or the holiday year shall be staggered to other cycles or entirely concurrent.

When accrual year and holiday year coincide, the received holiday pay shall be considered as a payment on account and shall be deducted from holiday compensation as well as from salary. Salaried employee who has received more paid holiday days than accrued, shall reimburse the exceeding amount of holiday pay/holiday supplement. Corresponding deduction of salary shall be executed if there has been a change of number of working hours during the holiday year.

Deduction of salary shall not be made where the employment ceased on account of:

1. the employee's sickness,
2. the circumstances referred to in Section 4, third paragraph of the Employment Protection Act (1982:80), or
3. notice of termination issued by the employer on the basis of circumstances that are not attributable to the employee personally.

*Note:*

*It is important that the employer is clear about which accrual and holiday year that is being applied.*

### **9.3 Length of the holiday**

#### **9.3.1 Number of holiday days**

- 25 holiday days according to the Swedish Holiday Act
- 3 or 5 holiday days in addition to holiday mandated by law, upon agreement between the employer and the salaried employee according to Section 4.1.1 and 4.1.2 of this agreement.

Holiday days mean both paid and unpaid holiday days.

#### **9.3.2 Number of paid holiday days**

The number of accrued holiday days with salary shall be calculated in the following manner:

$$\mathbf{A} \quad \times \quad \frac{\mathbf{B}}{\mathbf{C}} \quad = \quad \mathbf{D}$$

**A** = number of agreed holiday days (according to 9.3.1)

**B** = number of employment days during the accrual year, minus absence that is not included in the holiday pay calculations

**C** = number of calendar days during the accrual year

**D** = number of accrued, paid holiday days (fractions are rounded up to whole numbers).

#### **9.3.3 Change of holiday days**

If this agreement enters into force for a salaried employee who is comprised by a special agreement or service regulation at the company, that salaried employee has the right to at least the same number of holiday days as before.

If holiday provisions in the regulations presently in force are to be changed, the employer shall notify the salaried employee union representative, and if that party so requests, negotiations shall take place before a decision is made.

#### **9.3.4 Promoted or newly hired salaried employee**

As to promoted or newly hired salaried employees, employment time at the company or at another company in the same company group shall be included in the accrual year.

**9.3.5 Holidays for intermittent working**

As to salaried employees who work less than five days on an average per week, the number of net holiday days is calculated according to the following:

$$\frac{\text{Number of workdays / week} \times \text{number of holidays acc. to 9.3}}{5}$$

= Number of holiday days (net holiday days) to be scheduled for days that according to the working hours schedule would have been work days. Fractions obtained in the calculation shall be rounded up to the nearest higher number of days.

If the salaried employee according to the working hours schedule is to work both whole and parts of days in the same week, the partly worked day shall be counted as a whole day. When the holiday is scheduled for such a salaried employee, an entire holiday day will be used up also for days during which the salaried employee only would have worked during part of the day.

*Example*

The salaried employee’s working scheduled for an average of the following number of work days per week	Number of net holiday days hours is (upon 25 days’ holiday)
---	--

4	20
3.5	18
3	15
2.5	13
2	10

If the working time schedule is changed so that the ”number of work days per week” is changed, the number of unused net holiday days shall be recalculated to correspond to the new schedule.

Holiday supplements, holiday compensation and salary deductions (upon unpaid holidays) are calculated on the basis of the number of gross holiday days.

**9.3.6 Vacation for fixed-term employment**

For a salaried employee on a fixed term employment whose employment is not intended to and doesn’t last more than three months, holiday will not

be scheduled unless it's agreed upon. The salaried employee is anyhow entitled to holiday pay

On such employment holiday compensation comprises 12.5 percent of the employee's pay.

*Note*

*Annual Leave Act section 30 b includes provisions regarding aggregation of holiday benefits in conjunction with multiple employments.*

## **9.4 Holiday pay, holiday compensation etc.**

### **9.4.1 Holiday pay and holiday supplement**

The holiday pay is the current monthly salary at the time of the holiday plus a holiday supplement.

The holiday supplement for each paid holiday day is

- 0.8 % of the salaried employee's current monthly salary at the time of the holiday plus any fixed salary supplements per month. As to changed working time, see 9.4.6.
- 0.5 % of the sum of the variable part of the salary that has been paid during the accrual year.

If the salaried employee has not accrued a full holiday, the holiday supplement of 0.5 % shall be adjusted upwards according to the following:

$$\frac{0.5 \% \times \text{number of holidays that salaried employee is entitled to}}{\text{number of paid holidays that salaried employee has accrued}}$$

*Fixed salary supplements* means in this context, e.g., fixed staggered working hours, on-call, emergency, overtime or travel time supplements, guaranteed minimum commissions or the like.

*Variable salary element* means in this context, e.g., commission, profit share, bonuses, incentive pay, on-call, emergency, and compensation for staggered working hours or the like, to the extent it has not been included in the monthly salary.

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

Compensation for overtime, including to part-time employees, and for travel time includes holiday pay.

#### **9.4.2 Calculation of variable salary element upon absence included in the basis for holiday pay calculations**

For each day of absence that is included in the calculation of holiday pay, one average daily income from variable salary elements shall be added to the aggregate variable salary elements paid out during the accrual year.

Average daily income =

$$\frac{\text{variable salary element paid during accrual year}}{\text{number of days of employment minus holiday days and whole days of such absence that is included in the calculation of holiday pay during accrual year}}$$

Compensation for shift, on-call and emergency duty and compensation for staggered working hours and the like shall not be included in the above-referenced average calculation, if the salaried employee during the accrual year has received such compensation for not more than 60 calendar days.

#### **9.4.3 Payment of holiday pay**

The holiday supplement of 0.8 % is paid out together with the salary in connection with or immediately following the holiday.

The holiday supplement of 0.5 % is paid out no later than the end of the holiday year.

#### *Exceptions*

- 1 If a significant part of the salary consists of variable salary elements, the salaried employee has a right to receive a holiday supplement in advance, based on the variable salary elements. The employer shall estimate the amount of the supplement. The supplement shall be paid out together with the salary at the regular payment time in connection with the holiday. The employer shall no later than by the end of the holiday year pay the remaining holiday supplement, if any, after calculation according to 9.4.1 and 9.4.2.
- 2 If an agreement has been made that the holiday year and the accrual year may be one and the same, the employer may pay out the remaining holiday pay attributable to variable salary elements after the end of the holiday year. This shall be done together with the first

regular salary payment in the new accrual year in the application of normal salary routines.

#### **9.4.4 Holiday compensation**

Compensation for each paid holiday day not taken out is 4.6 % of the current monthly salary and holiday supplement according to 9.4.1 and 9.4.2.

For each saved holiday day, holiday compensation is calculated as if the saved day had been taken out in the holiday year when the employment terminates.

#### **9.4.5 Unpaid holiday**

For each used unpaid holiday day, a deduction shall be made from the salaried employee's current monthly salary in the amount of 4.6 % of the monthly salary. As to the term monthly salary, see 9.4.1.

#### **9.4.6 Change in hours worked**

If the salaried employee during the accrual year has worked a different number of hours than at the time of the holiday, the current monthly salary at the time of the holiday shall be prorated in proportion to the share of full regular working hours that applied at the place of employment during the accrual year. If the number of hours worked has changed during the course of a calendar month, the number of hours worked that applied during the majority of the calendar days of the month shall be used in the calculation. As to the term monthly salary, see 9.4.1.

#### **9.5 Holiday for the newly hired**

If a newly hired salaried employee's paid holiday days are insufficient to cover the company's main holiday or if the salaried employee otherwise desires a longer holiday than the number of holiday days available, the employer and the salaried employee may agree that the salaried employee shall receive a paid leave of absence or leave without salary deduction for a requisite number of days. Such an agreement shall be in writing.

Upon absence without salary deduction, the following shall apply. If the employment terminates within five years from the day it started, a deduction shall be made from the accrued salary or holiday compensation according to the same principles as with regard to leave, but shall be calculated on the basis of the salary that applied during the leave. No deduction shall be made if the employment terminates because of

- 1 the salaried employee's disease, or
- 2 a salaried employee leaving his employment under the circumstances stated in Section 4 para. 3 first sentence of the Act on Security of Employment, or
- 3 termination by the employer due to a circumstance that is not attributable to the salaried employee personally.

To those who have received a greater number of paid holiday days than accrued, the provisions concerning holiday pay advances of Section 29a of the Swedish Holiday Act shall apply, unless a written agreement according to the above has been made.

## **9.6 Saving holiday**

### **9.6.1 Saving holiday days**

Salaried employees who have a right to more than 25 holiday days with holiday pay may, after agreement with the employer, save also these additional holiday days provided that they do not in that year take out holiday saved previously. The employer and the salaried employee shall agree on the scheduling of saved holiday days. This applies both to the holiday year during which the saved days are to be taken and to how they shall be scheduled during that holiday year.

### **9.6.2 Taking out saved holiday days**

Saved holiday days shall be taken out in the order they have been saved. Holiday days that have been saved according to law are to be taken out before holiday days that have been saved according to 9.6.1 during the same year.

### **9.6.3 Holiday pay for saved holiday days**

Holiday pay for saved holiday days is calculated according to 9.4.1 and

9.4.2. However, upon the calculation of the holiday supplement of 0.5 %, all absence during the accrual year excluding regular holiday shall be treated in the same manner as absence that is to be included in the calculation of holiday pay.

The holiday pay for saved holiday days shall be adapted to the salaried employee's share of full regular working hours during the accrual year preceding the holiday year when the day was saved.

As to the calculation of the share of full regular working hours, see 9.4.6.

## **§ 10 Sick pay etc.**

### **10.1 The right to sick pay and notification**

#### **10.1.1 The right to sick pay**

The employer shall provide sick pay during the first 14 calendar days of the period of illness according to the Swedish Act on Sick Pay with the addition stated in 10.2.2 para. 2. The calculation of the amount of sick pay is set out in 10.3.1 - 10.3.2.

The employer shall provide sick pay from the 15th calendar day of the period of illness according to 10.3.6 - 10.3.8 and 10.4 - 10.7.

#### **10.1.2 Notification**

A new period of illness that starts within 5 calendar days from the end of an earlier period of illness shall be deemed as a continuation of the earlier period of illness.

A salaried employee who becomes ill and is therefore unable to work shall notify the employer thereof as soon as possible. Furthermore, the employee shall, as soon as possible, inform the employer of when the employee expects to be able to return to work.

The same shall apply if the salaried employee becomes unable to work as a result of an accident or occupational injury or must refrain from work because of the risk of transmitting a contagious disease and there is a right to compensation under the Act on Compensation to Disease Carriers.

Sick pay shall in principle not be paid for the period before the employer has received notice of the illness (Section 8, para. 1 of the Act on Sick Pay).

## **10.2 Confirmation of illness and medical certificate**

### **10.2.1 Written confirmation**

The salaried employee shall provide the employer with written confirmation of having been ill, information as to the extent to which the employee's working capacity has been reduced because of the illness and during which days the salaried employee would have worked (Section 9 of the Act on Sick Pay).

### **10.2.2 Medical certificate**

The employer shall provide sick pay from the seventh calendar day after the day the notice of illness is given only if the salaried employee proves the reduction in working capacity and the duration of the illness period by a medical certificate (Section 8, para. 2 of the Act on Sick Pay).

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

## **10.3 The amount of sick pay**

### **10.3.1 The amount of sick pay**

The amount of sick pay shall be calculated by making salary deductions, as provided below.

### **10.3.2 Illness up to and including 14 calendar days per illness period**

For each hour a salaried employee is absent as a result of illness, an hourly sick deduction shall be made by:

For absence due to illness up to 20 % of average working hours per week (waiting period) in the period of illness  $\frac{\text{the monthly salary} \times 12,2}{52 \times \text{weekly working hours}}$

Absence due to illness exceeding 20 % of average working hours per week in the period of illness  $20 \% \times \frac{\text{the monthly salary} \times 12,2}{52 \times \text{weekly working hours}}$

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

*Note:*

*10.1.1 states that a new period of illness that starts within 5 calendar days from the end of an earlier period of illness shall be considered as a continuation of the earlier period of illness. This means that continuing waiting period deductions may have to be made up to 20 per cent of average weekly working hours in the continued period of illness.*

### **10.3.3 Sick pay without waiting period**

For a salaried employee who, according to a decision by the social insurance office, is entitled to sick pay without waiting period, sick deductions shall be made according to the rules regarding absence due to illness exceeding 20 % of average working hours per week up to and including day 14 in the period of illness.

### **10.3.4 When ten deductions already have been made**

The number of waiting period deductions in the same period may not, according to the law, exceed ten occasions during a twelve-month period. If, upon a new period of illness, it becomes apparent that the salaried employee has incurred waiting period deductions for ten occasions within twelve months before the start of the new period of illness, the deduction for the first day of absence due to illness shall be made according to the rules that apply starting for absence due to illness exceeding 20 percent of average working hours per week up to and including day 14 in the period of illness.

*Note:*

*All waiting period deductions made according to 10.3.2 on absence until 20 percent of average working hours per week in the period of illness are considered as one deduction even though they are made on different days. 10.1.1 states that a new period of illness that starts within 5 calendar days from the end of an earlier period of illness shall be considered as a continuation of the earlier period of illness.*

### **10.3.5 Definition of monthly salary and weekly working hours**

*Monthly salary*

Monthly salary means the current monthly salary.

The monthly salary includes:

- fixed monthly salary in cash plus any fixed monthly salary supplements (e.g., fixed shift supplements or overtime supplements)

- the estimated average monthly income from commissions, profit sharing, bonuses, incentive pay or similar variable salary elements.

As to salaried employees who receive a substantial part of their pay through such elements, a special agreement should be made concerning the amount of pay that will constitute the monthly salary from which the sick deduction shall be made.

#### *Weekly working hours*

Weekly working hours means the number of working hours per normal business week for an individual salaried employee. If the salaried employee has irregular working hours, the weekly working hours shall be calculated as an average per month or some other working hours cycle.

The calculation of weekly working hours shall be made in no more than two decimals, rounding 0-4 down and 5-9 up.

If the working hours vary in length during different parts of the year, working hours shall be calculated as an average per normal business week per year.

#### *Note:*

*The salaried employee's average weekly working hours refers to the weekly working hours for a normal week without a holiday. For salaried employees with intermittent or irregular service, an average is calculated over a representative period.*

#### *If the salary is changed*

If the salary is changed, the following shall apply. The employer shall make sick deductions on the basis of the former salary until the day the salaried employee is notified of his new salary.

### **10.3.6 Illness from the 15th calendar day**

For each day of illness (including non-working weekdays, Sundays and holidays) a sick deduction shall be made according to the following:

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

$$\frac{10 \times \text{the price base amount (pbb)}^*}{12}$$

*Note:* The salary limit of 10 price basic amount applies from 1 January 2022.

### **Example 2022**

Pbb: year 2022 SEK 48,300

The salary limit is then

$$\frac{10 \times \text{SEK } 48,300}{12} = \text{SEK } 40,250 \text{ for 2022}$$

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

A sick deduction is made by:

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

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

A sick deduction is made by:

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

Monthly salary means, in addition to what is stated in 10.3.5, also benefits in the form of meals or accommodation valued according to the directions of the Swedish National Tax Board.

### **10.3.7 Maximum sick deduction per day**

The sick deduction per day may not exceed:

$$\frac{\text{The fixed monthly salary in cash} \times 12}{365}$$

In this context, the following is included in the monthly salary

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\*Translator's note: the "price base amount" (Sw. prisbasbelopp) is an indexed amount determined each year under the Social Insurance Code (2010:10).

- fixed monthly salary supplements (e.g., fixed shift supplements or overtime supplements)
- such commissions, profit sharing, bonuses, or the like, earned during periods of absence without a direct connection to the personal work efforts of the salaried employee
- guaranteed minimum commissions or the like.

For a definition of monthly salary, see 10.3.5.

### **10.3.8 Duration of the sick pay period**

#### *Main Rule*

If a salaried employee under this agreement has the right to sick pay from the 15th calendar day of the illness period, the employer shall provide such pay according to the following:

Sick pay shall be paid up to and including the 90th calendar day of the illness period to a person who:

- has been continuously employed by the employer for at least one year, or
- has transferred directly from an employment in which the employee was entitled to sick pay for at least 90 days (Category 1).

Sick pay shall be paid up to and including the 45th calendar day of the illness period to all others (Category 2).

The illness period includes all days with sick deductions (including days with waiting period), as well as non-working days that occur during the period.

#### *Maximum number of days with sick pay*

If the salaried employee during a twelve-month period is ill on two or more occasions, the right to sick pay is limited to an aggregate of 105 days for Category 1 and 45 days for Category 2. Therefore, if the salaried employee during the past 12 months, calculated from the beginning of the relevant illness period, has received sick pay from the employer, the number of sick pay days shall be deducted from 105 or 45, respectively. The remainder constitutes the maximum number of sick pay days for the relevant case of illness.

The right to sick pay during the first 14 calendar days of the illness period shall not be affected by the above-mentioned limitation rule.

## **10.4 Certain co-ordination rules**

### **10.4.1 Rehabilitation benefits**

If a salaried employee is absent with rehabilitation benefits during a period when the employee would otherwise be entitled to sick pay under 10.3.8, salary deductions shall be made as for illness from the 15th calendar day according to 10.3.6.

### **10.4.2 Compensation from other insurance**

If a salaried employee is receiving compensation from insurance other than the ITP or the Security Insurance Upon Work-Related Injuries (TFA), and the employer has paid the premiums for such insurance, the sick pay shall be reduced by the amount of such compensation.

### **10.4.3 Other compensation from the state**

If a salaried employee receives compensation from the State other than from National Social Insurance, Occupational Security Insurance or under the Act on National Personal Injury Protection, the sick pay shall be reduced by the amount of such compensation.

## **10.5 Limitations on the right to sick pay**

### **10.5.1 Failure to supply a certificate of health**

If the employer, when a salaried employee was hired, requested a certificate of health from the salaried employee, but the employee was unable to provide such a certificate for the reason of being ill, the employee shall have no right to sick pay from the 15th calendar day of the illness period if the inability to work is attributable to such illness.

### **10.5.2 Reduced sick benefits**

If a salaried employee's sick benefits have been reduced according to the Social Insurance Code, the employer shall reduce the sick pay to a corresponding extent.

### **10.5.3 Injury in accident caused by a third party**

If a salaried employee has been injured in an accident caused by a third party and compensation is not paid according to Security Insurance Upon Work-Related Injuries (TFA), then the employer shall provide sick pay

only if - or to the extent - the salaried employee cannot obtain damages for lost income from the person responsible for the injury.

#### **10.5.4 Accident at another employer**

If a salaried employee has been injured in an accident during gainful employment with another employer or in connection with the employee's own business, the employer shall provide sick pay from the 15th calendar day of the illness period only to the extent the employer has specifically undertaken to do so.

#### **10.5.5 Upon payment of disability pension**

If payment of disability pension commences according to the ITP plan, the right to sick pay terminates.

#### **10.5.6 Reached retirement age**

As to limitations on the right to sick pay from the 15th calendar day of the illness period for employees who have reached the retirement age, see 1.4.

#### **10.5.7 Miscellaneous limitations on the right to sick pay**

The employer is not obligated to provide sick pay from the 15th calendar day of the illness period

- if the salaried employee has been excluded from health insurance benefits according to the Social Insurance Code, or
- if the salaried employee's inability to work is self-inflicted, or
- if the salaried employee has been injured as a result of acts of war, unless an agreement providing differently has been made.

#### **10.6 Disease carriers**

If a salaried employee is required to refrain from work because of the risk of transmitting a disease and there is a right to compensation according to the Act on Compensation to Disease Carriers, a deduction shall be made according to the following up to and including the 14th calendar day.

For each hour a salaried employee is absent, an hourly deduction is made by

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

From the 15th calendar day, deductions shall be made according to 10.3.6 - 10.3.8.

## **10.7           Miscellaneous**

In the application of the provisions of this section, benefits paid according to the Act on Governmental Personal Injury Protection shall be equated with the corresponding benefits under the Social Insurance Code and the Act on Work-Related Injury Insurance.

## **§ 11 Leave**

### **11.1 Leave of absence, brief leave with pay**

A leave of absence is normally granted only for part of a working day. In special cases, however, a leave of absence may be granted for one or more days, e.g., in case of a sudden illness in the salaried employee's family or the death of a close relative.

If Easter Eve, Midsummer's Eve and Christmas Eve are not regular days off, a leave of absence should be granted on these days only to the extent this does not inconvenience the operations of the company.

In years when the National Day occurs on a Saturday or Sunday, the salaried employee shall instead receive another day off without salary deduction.

The leave shall be prorated for part-time employees. Leave not taken during the year shall be forfeited.

### **11.2 Unpaid leave, leave for a whole day without pay**

Unpaid leave may be granted if the employer finds that it is possible without inconvenience to the operations of the company, unless it is leave mandated by law, i.e., leave for higher studies or parental leave.

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

Upon granting the leave, the employer shall state the period of time that the leave comprises. Leave may not be scheduled so that it starts and/or ends

on a Sunday or holiday which is non-working for the individual salaried employee. The corresponding rule shall be applied to a salaried employee whose weekly rest is scheduled on another day than Sunday.

#### **11.2.1 Salary deduction for the full-time employed, whole day**

When a salaried employee is absent at least one day on unpaid leave, a salary deduction shall be made as follows:

- during a period of not more than 5 (6)\* work days, a deduction is made for each working day of 1/21 (1/25)\* of the monthly salary

- during a period exceeding 5 (6)\* work days, a deduction is made by the daily salary for each day on leave. This also applies to the salaried employee's non-working business days and Sundays and holidays.

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

\* The number within parentheses shall be used as to six-day weeks.

### 11.2.2 Salary deduction for the part-time employed, whole day

If the salaried employee is employed part-time and works only during certain work days of the week (so-called intermittent part-time work), a salary deduction shall be made for each day that the salaried employee is on leave that would otherwise have been a work day.

A deduction is made according to the following: The monthly salary divided by

$$\frac{\text{Number of work days per week} \times 21 (25)*}{5 (6)*}$$

#### *Example*

The salaried employee's part-time work is scheduled on the following number of work days/week

	Deduction
4	$\frac{\text{the monthly salary}}{16.8}$
3.5	$\frac{\text{the monthly salary}}{14.7}$
3	$\frac{\text{the monthly salary}}{12.6}$
2.5	$\frac{\text{the monthly salary}}{10.5}$
2	$\frac{\text{the monthly salary}}{8.4}$

\* The number within parentheses shall be used as to six-day weeks.

”Number of work days per week” means the number of work days per holiday-free week calculated as an average per month.

### **11.3 Other leave, leave for part of a day without pay**

Leave for part of a day may be granted if the employer finds that it is possible without inconvenience to the operations of the company.

A salary deduction shall be made for each full half hour. The deduction per hour is 1/175 of the monthly salary. For part-time employees, the salary shall first be adjusted to correspond to a full-time salary.

### **11.4 Monthly salary**

Monthly salary means the current monthly salary. Fixed monthly salary, in this context, means

- fixed monthly salary supplements (e.g., fixed shift supplements or overtime supplements)
- such commissions, profit sharing, bonuses, or the like, earned during periods of absence without a direct connection to the personal work efforts of the salaried employee
- guaranteed minimum commissions or the like.

If a period of leave comprises one or more entire calendar months/settlement periods, the entire monthly salary of the salaried employee shall be deducted for each of such calendar months/settlement periods.

### **11.5 Parental pay**

#### **11.5.1 Preconditions for parental pay**

A salaried employee who is on a leave of absence because of pregnancy or in connection with childbirth or adoption has a right to parental pay from the employer if

- the salaried employee has been continuously employed by the employer for at least one year, and
- the salaried employee’s employment continues for at least three months after the leave of absence.

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

*Note: An application for parental leave referred to in the period 1 June to 31 August respective year should be submitted to the employer in connection with the holiday application, ie usually by 1 March.*

### **11.5.2 Amount of parental pay**

The parental pay deduction shall be calculated differently depending on whether the salaried employee's monthly salary is greater or less than a certain salary limit. This salary limit shall be calculated as

$$\frac{10 \times \text{the price base amount (pbb)}}{12}$$

#### **Example 2022**

Pbb: year 2022 SEK 48,300

The salary limit is therefore:

$$\frac{10 \times \text{SEK } 48,300}{12} = \text{SEK } 40,250 \text{ for 2022}$$

**For salaried employees with a monthly salary not exceeding the salary limit, a parental pay deduction per day shall be made by:**

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

**For salaried employees with a monthly salary exceeding the salary limit, a sick deduction per day shall be made by:**

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

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

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

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

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

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

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

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

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

If the salaried employee has been employed for five consecutive years or more, the parental pay shall be

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

Parental pay shall be paid only for a consecutive period of leave. If the leave of absence is shorter than one, two, three, four, five or six months, parental pay shall not be paid for a longer period than the leave comprises.

Parental pay is not paid for annual salaries exceeding 15 price base amount.

### **11.5.3 Payment of parental pay**

One half of the parental pay shall be paid out when the leave of absence commences and the remaining half after the salaried employee has continued her employment for three months after the leave of absence.

Absence deductions for the leave are made in accordance with 11.2 - 11.4.

### **11.5.4 Reduction of parental pay**

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

## **11.6 Leave with temporary parental pay**

### **11.6.1 Deductions**

If a salaried employee is on leave with temporary parental pay, a salary deduction per hour of absence shall be made according to the following:

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

If a period of leave comprises one or more whole calendar months/settlement periods, the salaried employee's whole salary shall be deducted for each of the calendar months/settlement periods.

#### *Weekly working hours*

Weekly working hours means the number of working hours per normal business week for an individual salaried employee. If the salaried employee has irregular working hours, the weekly working hours shall be calculated as an average per month or some other working hours cycle.

The calculation of weekly working hours shall be made in no more than two decimals, rounding 0-4 down and 5-9 up.

If the working hours vary in length during different parts of the year, working hours shall be calculated as an average per normal business week per year.

#### *If the salary is changed*

If the salary is changed, the following shall apply. The employer shall make deductions on the basis of the former salary until the day the salaried employee is notified of his new salary.

### **11.6.2 Monthly salary**

Monthly salary means

- fixed monthly salary in cash plus any fixed monthly salary supplements (e.g., fixed shift supplements or overtime supplements)
- the estimated average monthly income from commissions, profit sharing, bonuses, incentive pay or similar variable salary elements. As to salaried employees who receive a substantial part of their pay through such elements, a special agreement should be made

concerning the amount of pay that will constitute the monthly salary from which the deduction shall be made.

- Monthly salary means also benefits in the form of meals or housing valued according to the directions of the Tax Agency.

## § 12 Salary for a part of a salary period

If a salaried employee commences or ends his employment or changes the time worked during a calendar month/settlement period, the salary shall be calculated in the following manner:

$$Y \times Z = L$$

**X** = current monthly salary

**Y** = number of calendar days during the relevant month/settlement period and such days that occur on a holiday

**Z** = number of days of Y that fall within the period

**L** = salary for the period calculation

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

### *Example*

The settlement period is the time up to and including the 20th of each month. The salaried employee's full time salary is SEK 35,000. Employed from 1 October 20xx.

#### **Full time up to and 16 June 20xx**

X = SEK 35,000

Y = 31 days

Z = 27 days

L = SEK 30,484

#### **Part time (50 % from including 17 June 20xx**

X = SEK 17,500

Y = 31 days

Z = 4 days

L = SEK 2,258

## **§ 13 Termination**

### **13.1 Resignation by the salaried employee**

#### **13.1.1 Notice period**

The notice period upon resignation by the salaried employee is the following, unless otherwise follows from 13.3.2 - 13.3.7.

*The salaried employee's notice period in months*

<b>Time employed by the company</b>	<b>Notice period</b>
less than 2 years	1 month
2 years and more	2 months

#### **13.1.2 Written notice**

The salaried employee should resign in writing. If the resignation is oral, the salaried employee should as soon as possible confirm it in writing to the employer.

### **13.2 Termination by the employer**

#### **13.2.1 Notice period**

The notice period upon termination by the employer is the following, unless otherwise follows from 13.3.2 - 13.3.7.

*The employer's notice period in months*

<b>Time employed by the company</b>	<b>Notice period</b>
less than 2 years	1 month
from 2 years to 4 years	2 months
from 4 years to 6 years	3 months
from 6 years to 8 years	4 months
from 8 years to 10 years	5 months
from 10 years	6 months

## **Information to 13.1.1 and 13.2.1**

### Calculation of the time of employment

The method for calculating the time of employment according to the above is set forth in Section 3 of the Act on Security of Employment.

### **13.2.2 Extended notice period in certain cases**

If a salaried employee, who has been terminated because of redundancy, has reached the age of 55 on the day of the notice of termination and at that time has been consecutively employed for at least 10 years, the notice period shall be extended by six months.

Such an extension of the notice period shall however not apply beyond the 65th birthday.

### **13.2.3 Advance notice**

Advance notice of termination that the employer is required to give to the local union under the Act on Security of Employment shall be considered given when the employer has handed over the advance notice to the local salaried employee union representative or two work days after the employer has sent the notice by certified mail to the relevant union. Notice given by the employer during a time when the company is stopped for holidays shall be considered given the day after the holiday stop has ceased.

## **13.3 Miscellaneous provisions upon termination**

### **13.3.1 Salary during the notice period**

If a salaried employee cannot be provided with work during the notice period, salary and other compensation shall still be paid out as if the salaried employee had been in service (Section 12 of the Act on Security of Employment).

### **13.3.2 Agreement on different notice periods**

Salaried employees, who according to a collective bargaining agreement or special employment agreement have a longer notice period when this agreement enters into effect, shall keep the longer period.

The employer and the salaried employee may agree on a different notice period. If they do, the employer's notice period may, however, not be less than the notice period according to the tables in 13.2.1 or 13.3.

### **13.3.3 Notice period upon probationary employment**

The probationary employment can be discontinued by both the employer and the salaried employee before the end of the probationary period by written request no later than two weeks in advance.

If the employer or the salaried employee does not want the employment to continue after the probationary period has expired, then a written request about this should be submitted no later than two weeks before the end of the probationary period. If no notification has been submitted no later than by the end of the probationary period, the probationary employment converts to employment until further notice.

If the probationary employment does not turn into employment until further notice, the employer must provide a reason for its position if the salaried employee so requests.

These rules will enter into force on November 1, 2017. For employment agreements made before November 1, 2017 the former rules apply completely to such employment.

### **13.3.4 Notice period upon substitutes and agreed fixed term**

A substitute or an agreed fixed term can be brought to an end if the employer or salaried employee submits notification thereof. The employment then ends one month after either of the parties provides written notification to the other party of their intention to end the employment. The possibility to bring the employment to an end by notification only applies up until that time at which the employee has a total employment time of six months at the company. When an agreement on agreed fixed term or a substitution has been preceded by a probationary period in a similar post in the company, the probationary period is lowered by the equivalent amount of time.

If the substitute or the agreed fixed-term employment ceases to apply due to notification from the employer must provide a reason for its position if the salaried employee so requests.

These rules will enter into force on November 1, 2017. For employment agreements made before November 1, 2017 the former rules apply completely to such employment.

*Note: The employer and the salaried employee may reach written agreement that a substitute or an agreed fixed term of employment cannot be terminated by either party by notification.*

### **13.3.5 Notice of fixed-term employment**

If the employer and the salaried employee have agreed that the fixed-term employment can be terminated in advance, then the parties cannot agree on a shorter period of notice than that which is stated in the collective agreement notice periods.

An agreement on the possibility of early termination of employment will take effect only after any probationary period referred to in clause 13.3.4 has expired.

### **13.3.6 Reached retirement age - termination of employment**

Regardless of previously agreed upon notice period the following applies for salaried employees who reaches the age specified in section 32 a of the Employment Protection Act.

The employment can be terminated at the end of the month the salaried employee reaches the age specified in section 32 a of the Employment Protection Act by a written notification two months in advance from either the employer or the salaried employee.

Employment that continues after the salaried employee has reached the age specified in the first paragraph may be terminated by the employer or the salaried employee through written notice. The employment then ends one month after written notice was given by either party.

No requirement to notify local union organization due to the termination will be needed.

It is possible to agree upon that the notice period will be longer than one month after the salaried employee has reached the age specified in the first paragraph. It must explicitly be stated in the agreement.

*Note:*

*The age specified in section 32a of the Employment Protection Act is 68 years of age 2020 and becomes 69 years of age January 1<sup>st</sup>, 2023.*

### **13.3.7 Pensioners — notice period**

As to salaried employees who remain in service after reaching 65 years of age, the notice period according to 13.1.1 and 13.2.1 shall apply.

As to a salaried employee who has reached the age of 67 the mutual notice period is one month.

### **13.3.8 Shortening of the notice period for the salaried employee**

If a salaried employee due to special circumstances wishes to leave his employment before the end of the notice period, the employer should consider whether this may be granted.

### **13.3.9 Damages for a salaried employee failing to observe the notice period**

If a salaried employee leaves his employment before the end of the notice period, the employer has a right to damages for the economic damage and inconvenience caused thereby. The damages are at least equal to the amount that corresponds to the salaried employee's salary during the part of the notice period that the salaried employee has failed to observe.

### **13.3.10 Certificate of employment**

When the employer or a salaried employee has terminated the employment, the salaried employee has the right to receive a certificate of employment, showing

- the time that the salaried employee has been employed,
- the work assignments performed by the salaried employee, and
- if the salaried employee so requests, an evaluation of the manner in which the work has been carried out. The employer shall give the certificate of employment to the salaried employee not later than three weeks after the salaried employee's request.

### **13.3.11 Certificate of holiday taken**

When the employment terminates, the salaried employee has the right to receive a certificate showing how many of the 25 holiday days mandated by law that have been taken out during the present holiday year. The employer shall give this certificate to the salaried employee not later than one week after the salaried employee's request. If the salaried employee has a right to a greater number of holiday days than 25, the additional holiday shall in this context be considered to have been taken out first.

### **13.4 Order of termination upon production reductions and rehiring**

The local parties shall, upon reductions of personnel, evaluate the staffing requirements and demands of the company. If these needs cannot be fulfilled by application of the law, the parties shall determine the order of termination by derogating from the provisions of the law.

The local parties shall thereby make a selection of the employees to be terminated so that the company's need of competence and the company's ability to conduct competitive business activities and thus provide continued employment are taken into account.

It is assumed that the local parties will, upon the request of either party, make an agreement for the determination of the order of termination by application of Section 22 of the Act on Security of Employment, derogating from the act, as required.

The local parties may also, by derogation from the provisions of Sections 25-27 of the Act on Security of Employment, agree on the order of rehiring. The same criteria as above shall apply to such agreement.

It is incumbent on the local parties to, upon request, conduct negotiations, as provided in the preceding paragraphs and to confirm any agreements made in writing.

If the local parties cannot agree, the association parties may, upon request by a party, make an agreement in accordance with the above guidelines.

It is assumed that the employer will provide the local or the central agreement party with relevant documentation before the negotiation of issues addressed in 13.5.

#### ***Information***

In the absence of a local or central agreement as provided above, termination due to shortage of work or rehiring may be tried in accordance with law, observing the applicable negotiation procedure.

*Note: The parties have developed a joint guidance for a trip to work shortages, "Vägen framåt". The guide does not constitute collective agreements*

## **§ 14 Fiduciary council**

### **Assignment of the fiduciary council**

The assignment of the Fiduciary Council is to:

- follow up on the interpretation and application of the agreement's terms with respect to salaries and general terms of employment
- issue recommendations to the parties in matters referred to the Council for hearing
- be a forum for discussion of issues of significance to the areas of agreement between the parties
- constitute an arbitral tribunal upon agreement.

Matters received by the Fiduciary Council shall be considered without delay.

### **Composition of the fiduciary council**

The Council shall consist of six members of which the employer side shall appoint three and the employee side three. The Council shall appoint from among its members one chairman and one vice chairman. The members of the Council are appointed for a term of two years with a right for each of the employer and employee side to change its own representation.

### **Decisions of the fiduciary council**

The Council may unanimously decide on a joint recommendation in a certain matter and on joint information in a certain issue.

### **Arbitral tribunal**

If the parties agree, the Fiduciary Council may, in individual matters, constitute an arbitral tribunal in legal disputes within the parties' legal competence. Disputed matters may not be considered by the Council until central negotiations have been concluded.

If the Fiduciary Council is to constitute an arbitral tribunal, the parties shall jointly appoint an impartial chairman.

The Council may rule in legal disputes only if all members are present. Upon parity of votes, the impartial chairman shall have a casting vote.

## § 15 Term

This Agreement is valid from 1st December 2020 to 30th April 2023. Notice may be given that the agreement is to be terminated for its third year (1 May 2022–30 April 2023) on condition that notice of termination is given for the agreements for salaried employees in benchmark trade unions within the industry. Such notice of termination shall be given by 31 October 2021 at the latest.

Unless the Agreement is terminated by either party no later than three months before the end of its term, it shall be renewed for one year at a time.

If any employer organisation or either of Unionen or The Swedish University Graduate Unions has terminated the agreement or agreed to postpone the notice period for termination, such termination or agreement shall automatically apply to the affected area of agreement unless the parties agree otherwise.

Stockholm 9th December 2020

The Swedish Media Employers

*Gabriella Forssell*

Almega Service Employers' Association

*Gunnar Ekbrant*

Unionen

*Lise Iderström*

The Swedish University Graduate Unions<sup>1</sup>

*Anne Westerlind*

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<sup>1</sup> Se page 59

The Swedish University Graduate Unions consist of:

The Swedish Association of Graduates in Social Science, Personnel and Public Administration, Economics and Social Work (Akademikerförbundet SSR)

Akavia

The DIK Association (DIK)

Swedish Association of Physiotherapists (Fysioterapisterna)

The Swedish Association of Scientists (Naturvetarna)

The Swedish Association of Occupational Therapists (Sveriges Arbetsterapeuter)

The Swedish Pharmacists Association (Sveriges Farmaceuter)

SRAT

The Swedish Association of Graduate Engineers (Sveriges Ingenjörer)

The Swedish Psychological Association (Sveriges Psykologförbund)

The Swedish Association of School Principals and Directors of Education (Sveriges Skolledarförbund)

Swedish Association of University Teachers, SULF (Sveriges universitetslärare och forskare, SULF)

The Swedish Veterinary Association (Sveriges Veterinärförbund)

## **Agreement on working hour regulations for salaried employees**

### **§ 1 Scope of the agreement**

#### **1.1 Scope**

This agreement applies to all salaried employees comprised by the Salaried Employee Agreement. These salaried employees are exempted from the application of the Swedish Working Hours Act (SFS 1982:673) in its entirety.

The parties agree that this agreement is within the scope of the Council Directive 2003/88/EC, which aims to provide security and health to employees in the scheduling of the working hours.

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

#### **1.2 Exception**

The provisions of Sections 2-5 do not apply to salaried employees who carry out work under such conditions that it is not up to the employer to monitor how the work is arranged or who are trusted to dispose over their working hours themselves.

#### **1.3 Individually agreed exceptions**

Salaried employees who make an agreement that the right to overtime compensation shall be replaced by a longer holiday and/or higher salary, may make an agreement that they shall be exempted from the provisions of Sections 2-5 of this agreement (provisions regarding regular working hours, overtime, on-call time and notes regarding overtime and on-call time).

### **§ 2 Regular working hours**

#### **2.1 Duration and limitation period**

Regular working hours may not exceed 40 hours on an average per holiday-free week during a limitation period of three months.

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

For salaried employees performing continuous three-shift work regular working hours may not exceed 36 hours on an average per holiday-free week and year.

## **2.2 Agreement for other limitation period**

### **Local agreement**

A written agreement for a limitation period of not more than twelve months may be made between the employer and the salaried employee union. Such an agreement may apply to a certain salaried employee or group of salaried employees. Notice of termination of such an agreement shall be given not later than three months before the expiration of the term.

### **Individual agreement**

The employer and an individual salaried employee may upon special circumstances, make an agreement for a limitation period of not more than four months or for a different scope of the regular working hours. If the limitation period is fixed for a longer period than two months, such an agreement may be terminated one month before the end of the limitation period.

### ***Note***

*The central parties agree that a different duration of the working hours during different parts of the year may be applied.*

## **2.3 Scheduling of the working hours**

Upon the scheduling of the working hours, both the needs of the operations and the needs and desires of the salaried employees shall be taken into consideration. The aim shall be, as far as possible, to take into consideration the salaried employee's ability to combine work with family and other social life.

The individual salaried employee has the right to have his wishes concerning the duration and scheduling of the working hours considered by the employer. If the salaried employee's wishes cannot be accommodated, the employer shall upon request state the reasons therefore. The individual

salaried employee's wishes shall also be weighed against the needs and wishes of other salaried employees.

Upon a change of the salaried employee's working hours, the employer shall inform the salaried employee not less than a month before the change is effected.

### **§ 3 Overtime**

#### **3.1 Overtime work**

Overtime work means work that has been carried out outside the daily working hours for a salaried employee if

- the overtime work has been requested in advance or
- the overtime work has been approved afterwards by the employer.

The time required to carry out necessary preparatory and finishing work that normally forms a part of the salaried employee's work, is not considered overtime work.

When calculating performed overtime work, only full half hours are included in the calculation.

If the overtime work has been carried out before as well as after the regular working hours during a certain day, the overtime periods shall be added together.

Work carried out in addition to the regular working hours for part-time employed salaried employees and that is compensated as overtime for the part-time employed under the Salaried Employee Agreement shall not be deducted from the overtime scope.

#### **Individual agreement for a different limitation period**

The employer and an employee may make an agreement that the overtime shall be calculated according to the limitation period. Compensation for overtime shall then be paid as for "overtime at other times" according to the Salaried Employee Agreement. Such an individual agreement shall apply until further notice with a three-month notice of termination.

#### **3.2 General overtime**

When there are special needs, general overtime may be taken out by not more than 200 hours per calendar year. In the calculation of overtime,

leave scheduled for the employee's regular working hours or on-call time shall be equated to fulfilled working hours.

### **3.3 Transfer of overtime**

If overtime work is compensated by compensatory leave according to the Salaried Employee Agreement, the corresponding number of hours shall be transferred to available overtime according to 3.2 above (general overtime).

During a calendar year, not more than 100 hours may in this manner be transferred to available overtime, unless the employer and the salaried employee union otherwise agree.

#### **Example**

*A salaried employee performs overtime work a weeknight for 4 hours. These overtime hours are deducted from available overtime according to 3.2.*

*An agreement is made that the salaried employee will be compensated by time off (compensatory leave) for 6 hours (4 hours x 1.5 hour = 6 hours compensatory leave). When the compensatory leave has been taken, the 4 overtime hours that have been compensated by compensatory leave shall be added to the available overtime according to 3.2.*

### **3.4 Additional overtime**

In addition to what has been stated above, when there are exceptional reasons, additional overtime may be taken during the calendar year

not more than 100 hours upon agreement between the employer and the local salaried employee union.

### **3.5 Emergencies**

If a natural disaster or accident or occurrence of some other comparable nature, that was not foreseeable, causes an interruption of the operations or entails an immediate danger of such interruption or damage to life, health

or property, overtime that has been worked by occasion thereof shall not be included in the calculation of overtime according to 3.2 (general overtime) and 3.4 (additional overtime) above.

## **§ 4 On-call time**

### **4.1 Scope of on-call time**

If because of the nature of the operations it is necessary that the salaried employee is at the employer's disposal at the workplace to carry out work when the need arises, on-call time may be taken out by not more than 48 hours during a time of four weeks or 50 hours during one calendar month. Time when the salaried employee is carrying out work on behalf of the employer is not considered on-call time.

### **4.2 Local agreement for a different limitation period**

The employer and the salaried employee union may make a written agreement for another calculation period for on-call time with respect to a certain salaried employee or group of salaried employees.

An agreement according to the preceding paragraph shall apply until further notice with a three-month notice of termination.

## **§ 5 Notes concerning overtime and on-call time**

The employer shall keep the notes that are required to make the calculations of overtime according to Section 3 and on-call time according to Section 4. The salaried employee, the salaried employee union or representatives of the central employee union has the right to review these notes.

### ***Note***

*Also with respect to salaried employees who are exempted from Sections 2-5, it is of mutual interest to the employer and the salaried employee union to have information about the total scope of the working hours for these salaried employees.*

*The salaried employee should on a continuous basis inform the employer of the scope of the working hours. This shall be carried out in a manner considered appropriate by the salaried employees and the employer. If the salaried employee union so requests, it shall be able to review this information.*

## **§ 6 Total working hours**

Total working hours may not exceed 48 hours per week on an average during a limitation period of four months.

By local agreement it may be decided that the limitation period shall be a different fixed or rolling period of not more than 12 months.

Calculation periods longer than four months require that the affected employees are compensated with leave or are granted suitable protection.

In the calculation of the total working hours, vacation and sick leave during a time when the employee otherwise would have worked shall be equated to fulfilled working hours.

### **Note**

*Total working hours include regular working hours, overtime (even emergency overtime), overtime for the part-time employed and on-call time.*

## **§ 7 Night work**

A period of at least 7 hours comprising the period between 10.00 p.m. and 06.00 a.m. is considered night. A night worker means a salaried employee who is normally performing at least three hours of his or her work period during the night time and a salaried employee who probably will perform one third of his or her yearly working hours at night.

Working hours for night-working salaried employees may during each period of 24 hours not exceed eight hours on an average, during a calculation period of four months.

Night-working salaried employees, whose work implies special risks or great physical or mental effort, may not work more than eight hours within the 24 hours period in which they perform night work. A temporary deviation may be made if caused by special conditions unforeseeable by the employer. Such a deviation may only be made under the condition that the salaried employee is compensated with corresponding leave.

A deviation from the second paragraph may be made by a local agreement on the precondition that the salaried employee is compensated with leave or is granted suitable protection.

Holiday and sick leave during the time when the salaried employee otherwise would have worked, shall be equated to fulfilled working hours.

## **§ 8 Breaks and meal breaks**

### **8.1 Breaks**

When the working day is longer than five hours, the salaried employee has the right to a break.

A deviation may be made by a local agreement on the precondition that the salaried employee is compensated with leave or is granted suitable protection.

The employer shall in advance state the length and scheduling of the breaks as exactly as the circumstances permit.

The number of breaks, length and scheduling shall be satisfactory, taking the work situation in consideration. During breaks, the salaried employee has the right to leave the workplace since breaks are not paid working hours.

#### *Note*

*A good working environment requires that it is possible, in addition to the breaks, to take pauses during the workday.*

### **8.2 Meal breaks**

Breaks may be exchanged for meal breaks at the workplace if it is necessary considering the working conditions or considering illness or other incident not foreseeable by the employer. Such meal breaks are part of the working hours.

## **§ 9 Rest**

### **9.1 Daily rest**

Salaried employees shall be given at least 11 hours' continuous rest per 24-hour period. The daily rest should be scheduled at night, which means that the time between 00.00 and 05.00 a.m. should be included.

Temporary deviations may be made if caused by special circumstances not foreseeable by the employer, provided that the salaried employee will be compensated with corresponding leave.

A deviation may be made by a local agreement on the precondition that the salaried employee is compensated with leave or is granted suitable protection.

## **Note**

*A deviation from the daily rest requires that the salaried employee is granted an extended rest period hour by hour corresponding to the deviation. The extended rest period shall if possible be scheduled in connection to the work shift that has interrupted the rest period.*

If the employer decides to schedule the corresponding rest period during working hours, no salary deduction shall be made.

## **9.2 Weekly rest**

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

Temporary deviations may be made if caused by special circumstances not foreseeable by the employer, provided that the salaried employee will be compensated with corresponding leave. The leave shall, if possible, be scheduled during a weekend.

By local agreement it may be agreed that the rest shall be calculated as an average during a period of two weeks.

Other deviations from the first paragraph may be made by a local agreement on the precondition that the salaried employee is compensated with leave or is granted suitable protection.

If the employer decides to schedule the corresponding rest period during working hours, no salary deduction shall be made.

## **§ 10 Negotiation procedure**

The Agreement on negotiating procedure for legal disputes shall apply to this agreement.

## **§ 11 Termination of agreements**

Agreements according to this agreement can be terminated by the parties to each respective agreement.

If either party wishes the local agreement or the right to make a local agreement to remain in effect, the party shall forthwith request that negotiations to that effect be conducted during the notice period. The association parties may extend the notice period of the local agreement to enable the conclusion of negotiations before the termination of the

agreement. In last instance, the issue whether the agreement is to remain in effect may be brought up for consideration in the Fiduciary Council.

## **§ 12 Term**

The provisions of this agreement on working hours have the same term as the Salaried Employee Agreement.

If the working hours agreement terminates, agreements entered into on the basis of the agreement shall terminate as well.

## Appendix to the Agreement on General Terms - Provision for Flexible Pensions in Service Companies

### General Rules

- § 1 The parties have agreed to introduce a system for Flexible Pensions in Service Companies in the agreement area. This agreement applies to all salaried employees covered by the agreement on general terms and to whom the ITP agreement's retirement pension conditions are or could have been, applicable and constitutes a collective provision for the flexible pensions system. This means that the employer will pay a supplementary premium to the ITP plan as of 1 November 2017 for salaried employees who have reached the age of 25 but not 65, in accordance with item 7.2 in Section 1 and item 6.4 in Section 2 of the ITP plan.
- § 2 The supplementary premium shall be paid to Collectum as of 1 November 2017 and thereafter on a monthly basis. The increase of the supplementary premium will then be made in connection with future date of salary review in the collective bargaining agreement and in accordance with the procedures applicable to supplementary premiums to ITP 1 and ITPK in ITP 2. The premium shall supplement the insurance for ITP 1 or ITPK that the salaried employee has in the employment with the employer.

#### *Note*

*If, during the build-up the date of salary review according to the collective bargaining agreement is earlier than the date of salary review of the agreements that set the norm, the increase in the supplementary premium shall be made at the time of the date of the agreements that set the norm*

As far as possible, Collectum shall be assisted by the parties with information about which employers that shall make provisions for Flexible Pensions in Service Companies.

- § 3 As of 2017's agreement negotiations, the premium for Flexible Pensions in Service Companies shall be gradually expanded with a one-year lag in relation to the association agreements that set the norm within the Confederation of Swedish Enterprise. This means that in

2017 a provision is made in Flexible Pensions in Service Companies that corresponds to the 2016 level of 0.2 %. The parties further agree that Flexible Pensions in Service Companies is expanded to the same level as applies for the association agreements that set the norm within the Confederation of Swedish Enterprise with a three-year delay, to a maximum of 2 %. This means that when these norm-setting parties cease their provisions for Flexible Pensions, or have reached 2 %, additional provisions shall be made for Flexible Pensions in Service Companies over the following three years so that the premium levels are the same, with a maximum premium level of 2 %. The parties note that the difference in premium on the introduction of Flexible Pensions in Service Companies is 0.7 %.

Should the scope for salary increases in the future be significantly lower than the scope in the previous year, the parties shall enter negotiations to delay entirely, or partially, the established provision or the year in question.

*Note*

*Every year that the premium level in Flexible Pensions in Service companies is expanded, the scope for wage increases decreases in relation to the association that sets the norm's cost tag with a corresponding level.*

The costs for waiver of premium insurance in Alecta, and the premium transfer to Collectum and insurance companies, as well as administration costs, shall be charged to the allocated premiums.

Compensation for waiver of premium insurance is paid in accordance with Collectum and Alecta's terms for supplementary premiums to ITP 1 and ITPK.

- § 4 Employers who are covered by Flexible Pensions in Service Companies can decide if salaried employees at the company shall have the opportunity to opt out of the provision for Flexible Pensions. The salaried employee's fixed cash salary is raised at the time of opt out with the corresponding current level of the collective premium at that time. The time of opt out means the time when giving notice of opt out takes effect. Such opt outs apply to the current employment with the employer, i.e. the juridical person. Opting out does not affect previously paid premiums for Flexible Pensions in Service Companies.

If the employer has decided that salaried employees at the company may choose to opt out, a salaried employee may, if he so wishes, notify his employer that he wishes to opt out of the provision for Flexible Pensions in the following instances:

- A new salaried employee at the company may state that he choose to opt out, at earliest from the day of appointment and no later than two months thereafter.
- A salaried employee at the company who via transfer of business enters the system for Flexible Pensions in Service Companies may state that he choose to opt out at earliest after the regulation regarding the provision begins to apply and no later than two months thereafter.
- A salaried employee at a company which, by being bound to a collective bargaining agreement, enters the system for Flexible Pensions in Service Companies may, in accordance with § 7 first paragraph, state that he choose to opt out no later than two months from the time they became bound.
- A salaried employee at a company which, by being bound to a collective agreement, enters the system for Flexible Pensions in Service Companies may, in accordance with § 2 second paragraph, state that he choose to opt out after the regulation regarding the provision begins to apply and no later than two months thereafter.

*Note 1*

*In connection with the commencement of employment, it is possible for the employer to state the agreed salary and Flexible Pensions in Service Companies in the employment contract as well as what the salary would be if the event of an opt out from Flexible Pensions. If a salaried employee chooses to opt out from provision for Flexible Pensions, such notice may be given first after commencement of employment.*

*Note 2*

*In the event a newly-employed salaried employee is granted a vacation between June and August, and this period falls wholly or partly within the framework of the two months that allows the salaried employee to choose to opt out from a provision for Flexible Pensions, the period of choice is extended by the corresponding number of*

*calendar days.*

*Note 3*

*When an employee has given notice on their choice to opt out, this will take effect from the first day of the first calendar month in the two-month period during which the choice to opt out can be made. This means, for example, that an employee who enters into the collective bargaining agreement on 15 March can give notice of their choice to opt out from 15 March until 15 May, and their choice will be valid from 1 March. The employee's salary will be increased from the time of the opt-out by the level of the collective premium applicable at the time.*

Exemptions from the above points apply to an employee who has not turned 25 when the opportunity to submit an opt-out from provision for Flexible Pensions comes into effect no earlier than when the employee turns 25 and no later than two months thereafter.

The employer shall document that the employee has chosen to opt out from the provision for Flexible Pensions in Service companies in accordance with these rules, and then report this to Collectum. If any queries arises, the employer is obliged to show that the employee has chosen to opt out.

*Note 4*

*The employer may change its position under this paragraph by making a new decision. If this takes place, and the employer's decision implies that the employee has the opportunity to opt out from the provision for Flexible Pensions in Service Companies, this applies provided that the deadline(s) above permit this. If the employer's decision means that the employee no longer has the opportunity to opt out, the previously granted opt-out applies unless otherwise agreed under § 5 below.*

*Note 5*

*The parties are in agreement that opting out shall be the salaried employee's own decision and therefore may not be conditional on benefits in employment beyond what is regulated in this agreement. Also, the employer may not in any other way generally assume individual opt-outs at the company.*

- § 5 Salaried employees who have opted out of provision to Flexible Pensions in Service Companies and thereby at the time of the opt out received the current, collective premium level as salary may, if the employer so agrees, withdraw the opt out and receive the current collective premium level as a pension premium instead. How the pension premium according to the collective level is to be deducted against salary is determined by agreement between the salaried employee and the employer.
- § 6 Salaried employees who chose not to opt out of provision to Flexible Pensions in Service Company may reach individual agreements with the employer on further provisions than are stated in the agreement for Flexible Pensions in Service Companies. Such individual agreements apply for as long as the salaried employee and the employer have agreed

If an individual agreement as set out in the first paragraph ceases, the individually agreed additional provision shall be paid as salary to the salaried employee.

*Note 1*

*The parties to this agreement on Flexible Pensions in Service Companies shall endeavor to ensure that such additional provisions shall be made within the framework of the ITP pension plan to ITP1 or ITPK.*

*Note 2*

*Salary exchange systems applied without connection to Flexible Pensions in Service Companies are not affected by this regulation.*

- § 7 Companies already covered by another flexible pension system at the time of being bound to the collective bargaining agreement shall continue to expand the company's premium level, regardless of how that level has been reached within the scope of centrally agreed schemes for Flexible pension/part-time pension, with the provisions made in accordance with Flexible Pensions in Service Companies until the company reaches the fully expanded premium level for Flexible Pensions in Service Companies of 2 %, as stated in § 3.

*Note 1*

*When the relevant centrally agreed collective bargaining agreement stipulates that part of the pot for salary increase has been used for*

*further provision for Flexible Pensions in Service Companies, such provisions should instead be paid out as salary when the fully-expanded level of provision of 2 % has been attained in the company.*

In addition to what is stated in § 3, the following applies to companies not previously covered by flexible pension systems at the time of binding to the collective agreement:

- 12 months after the company has become bound by the collective bargaining agreement, the company shall pay 10 % of the premium level that applied at the time of binding.
- 24 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 20 %, in total 30 %, of the premium level that applied at the time of binding
- 36 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 20 %, in total 50 %, of the premium level that applied at the time of binding
- 48 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 25 %, in total 75 %, of the premium level that applied at the time of binding
- 60 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 25 %, in total 100 %, of the premium level that applied at the time of binding

Apart from the introduction of the premium level linked to the time of binding the company also must increase salaries according to the respective salary agreement and eventual further provision to Flexible Pensions in Service Companies as regulated in the existing collective bargaining agreement.

The company may choose to introduce provision for Flexible Pensions in Service Companies for all salaried employees at the company at a faster rate than stated in this paragraph, which does not lead to any deduction from the scope for wage increases in the current wage agreement. Nor is it considered as an individual agreement for further provision within the framework of the flexible pension agreement.

*Note 2*

*As regards the business, or part of the business, which is transferred from one employer to another by a transfer of business as referred to in 6b, the Employment Protection Act, the following applies when the acquirer is bound by a collective bargaining agreement for Flexible Pensions in Service Companies and the transferor and acquirer have built up their respective premium levels differently: When the acquirer's collective bargaining agreement becomes applicable to the salaried employees that have been taken over, the premium level for Flexible Pensions in Service Companies as stated in the acquirer's collective agreement applies.*

**Supplementary premiums to ITP 1**

- § 8 The supplementary premium is to be paid at earliest from the month the salaried employee turns 25 and at longest up to and including the month before which the salaried employee turns 65.
- § 9 The supplementary premium is to be calculated on the pensionable salary for pension benefits, in accordance with ITP 1, item 6.

The supplementary premium is charged by Collectum to the employer on the same basis as the basis for the premium to ITP 1.

**Supplementary premiums to ITPK and ITP 2**

- § 10 The supplementary premium is to be paid for salaried employees born 1978 or earlier and at longest up to and including the month before which the salaried employee turns 65.
- § 11 The supplementary premium shall be calculated on the pensionable salary for pension benefits, in accordance with ITP 2, item 3.

For an employee who has been granted part-time work for the purpose of retirement, even during this period, the employer shall continue to report income based on the previous employment rate.

*Note*

*It is assumed that an agreement will be reached on how to report the variable salary components. Agreement is reached on the basis of the previous employment rate, taking into account actual earnings, new employment rate and any change in the wage system.*

§ 12 The employer is entitled to unregister salaried employees on parental leave. Since such a period of leave with parental benefit is pensionable, the Confederation of Swedish Enterprise and PTK recommend employers to continue paying the premiums to ITP 2 during the first eleven months of parental leave. The parties to the agreement are therefore agreed that this recommendation should also apply to supplementary premiums to ITPK.

### **Payment rules**

§ 13 Withdrawal of pension insurance based on the supplementary premiums for Flexible Pensions in Service Companies is made in accordance with the terms and conditions for the withdrawal of ITP 1 and ITPK respectively.

§ 14 Issues regarding the interpretation and application of these terms and conditions shall be dealt with in the ITP Board to the extent that they concern the application following the rules in the ITP plan. Other issues regarding the interpretation and application of this agreement shall be dealt with in accordance with the negotiation procedure in the collective bargaining agreement.

### **Employees without ITP 1 or ITPK**

§ 15 For salaried employees who are aged between 25 and 65 and for whom the ITP agreement is or could have been applicable but who do not have any current earning from ITP or ITPK with the employer, the employer reaches individual agreement with the employee on how the provision for Flexible Pensions in Service Companies should be managed, based on current conditions. Such agreement can also be reached between the employer and the local union organization.

§§ 4 and 5 also apply to a salaried employee who has no current earnings from ITP 1 or ITPK at the employer.

### **Common information**

§ 16 To provide support for the administration of Flexible Pensions in Service Companies, the collective parties will produce common information material, which will be distributed to the companies, the elected representative and the companies' salaried employees.

## **Appendix to the Agreement on General Terms - Agreement on part-time for retirement purposes**

A salaried employee has an enhanced opportunity to apply to the employer to reduce his working hours from the age of 62 in order to make Flexible Pension possible. A prerequisite for an agreement to be reached is that this can be done with reasonable consideration to the requirements and needs of the business.

A salaried employee who wants to use the right to apply shall do so in writing. The employer shall promptly consider the application and assess the opportunities to enter an agreement on part-time employment.

If the employer and the salaried employee agree that the salaried employee may reduce his working hours the employment is, from the time the agreement begins to apply, a part-time employment with the employment rate that follows from the agreement.

If no agreement is reached about reduction of working hours, the employer shall inform the salaried employee and his local union organization (if there is a local club/association at the company) of this and of the reasons why an agreement cannot be reached. The union organization can then request both local and central negotiation about the application and the conditions for the application. In the event of negotiation, the salaried employee's application to reduce his working hours is considered to pertain a reduction to 80%.

If the negotiation doesn't lead to an agreement, the company's assessment continues to apply. The fact that no agreement is reached cannot be legally challenged provided that the employer examined the application and justified his assessment with reference to the requirements and needs of the business.

For a salaried employee who has reached an agreement in accordance with the above regulation and belongs to ITP 2, the employer shall continue to report income his income to Collectum based on his previous employment rate. However, this obligation ceases if the salaried employee takes employment with another company or otherwise engages in business of a financial nature which may give the salaried employee an income.

Preferential right for part-time employees to additional working hours in accordance with § 25 a, the Employment Protection Act(1982:80) , does not apply to a salaried employee who has reduced his working hours for retirement purposes.

*Note 1*

*The parties are agreed that the agreement shall be adapted to the statutory rules governing pensions at any time.*

*Note 2*

*Regarding variable salary components, it is presupposed that agreement is reached on how these are to be reported. Agreement is reached on the basis of the previous employment level, taking into account actual earnings, new level of employment and any change in the wage system.*

## **Agreement on negotiating procedure for legal disputes**

### **Scope**

The negotiating procedure applies to all salaried employees who are employed in companies that are covered by collective bargaining agreements on general terms of employment, except for employees who owing to the nature of their work and terms of employment may be considered to have senior management or equivalent positions.

### **Negotiating limitation**

If a party wishes to claim damages or other performance according to law, collective bargaining agreement or individual agreement, that party shall, unless another procedure is stated in the relevant collective bargaining agreement, request negotiations within four months after the party has become aware of the circumstance that the claim is based on. The negotiation must, however be requested within two years of the occurrence of such circumstance.

If a party does not request negotiations within the prescribed time, that party shall lose its right to negotiations.

### ***Note***

The parties are agreed upon that all disputes where the employment relationship is a necessary condition for a legal claim are covered by the negotiating procedure.

An employer who intends to address a legal claim against a union or member thereof which is covered by a collective agreement where the employment relationship was a necessary condition must first observe the negotiating procedure.

An individual salaried employee has the right to decide to take legal action without any previous negotiations in accordance with the negotiating procedure or without completing central negotiations in accordance with the negotiating procedure.

If an issue of dispute is based on the Employment Protection Act or on an issue relating to a form of employment stipulated in a collective bargaining agreement, the time limits specified in the Employment Protection Act shall apply instead of those specified in this negotiating procedure with the supplements that emerge in the following in respect of time limits that shall be observed between local and central negotiations.

## **Local negotiations**

Negotiations shall primarily be conducted between the local parties (the employer and the local union organisation).

The negotiations shall begin as soon as possible and no later than two weeks after the day the request for negotiations has been confirmed, except when the parties have agreed otherwise.

## **Central negotiations**

Once the local negotiation has been concluded the party which called for the local negotiations and which wishes to pursue the matter further shall refer it to central negotiations.

A request for central negotiations shall be submitted in writing and reach the counterparty' organisation within the following periods from the day when the local negotiations were concluded;

1. within two weeks in the case of dispute concerning a litigation regarding nullification of a termination of employment or an instant dismissal or a claim that a fixed term employment is wrongful and that the employment shall run until further notice and
2. within two months in the case of other legal disputes

A party who fails to do so, loses the right to negotiations.

Central negotiation shall begin as soon as possible and no later than two weeks after the day the request for negotiations has been confirmed, except when the parties have agreed otherwise.

### ***Note***

In the normal case the negotiations are completed in conjunction with end of the meeting for negotiations. If this is to take place at a later time this shall be explicitly agreed between the parties. As a last resort the negotiations can be concluded by a party giving notice in writing of withdrawal from the negotiations.

## **Legal settlement**

If a legal dispute concerning law, collective bargaining agreement or individual agreement has been the subject of central negotiations without being resolved, a party may refer the dispute to legal settlement within three months after the day when the central negotiation was concluded. Should a party ignore this the party loses the right to take legal action.

**Validity**

The negotiating procedure applies until further notice with a period of notice of six months. However, it may be terminated no earlier than the time when the collective agreement between the parties on general conditions of employment expires.

***Note***

This negotiating procedure does not affect the rules on time limits and the obligation of the employer to request negotiations in accordance with Sections 34, 35 and 37 in the Act on Co-Determination at the Workplace.

## Agreement on continuing education

### 1. Aim

The competitiveness of companies within the commercial and service industries is becoming increasingly dependent on qualified employees. In order for the business to develop, continuous and systematic continuing education of the employees is necessary.

Competence is the ability to handle an assignment. In order to handle an assignment, an individual needs several characteristics.

Competence is a complex term that comprises a number of human resources.

- **Knowledge**

Knowing facts and methods.

- **Abilities**

Being able to do, handle tools

- **Contacts**

Social abilities, contact network, influence

- **Attitude/Values**

Wanting to do, deeming correct, taking responsibility

- **Experience**

Learning from mistakes and successes

- **Supervision/Leadership**

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

Continuing education of the company and its employees creates the preconditions for profitability and greater security of employment.

### 2. Right and responsibility

All employees have a right as well as a responsibility to develop continuously in their work. Women and men shall be granted the same possibility for continuing education.

Continuing education means all measures that contribute to increasing one or more parts of an individual's competence. In order for continuing education to be possible, good preconditions regarding work organisation, leadership and technology are required.

### **3. Develop by co-operation**

The development of continuing education is a task for management. Continuing education is based on a long-term operational analysis, carried out by the company after consultation with the local union organisation/union representative in the company. The analysis requires the participation and commitment of each employee.

Plans for continuing education shall be developed and followed up as often as the competition and the surrounding world give rise thereto.

A survey of the individual employee's educational needs and the planning of suitable actions shall be carried out in co-operation with the employee.

Employee reviews and work place meetings are recommended as a basis for planning continuing education.

### **4. Costs**

Continuing education ordered by the employer is considered work and shall be compensated according to the collective bargaining agreement in effect.

### **5. Stimulate and reward**

Continuing education must be noticed, stimulated and rewarded. Upon salary reviews, it should be natural that there is a connection between results and competence. Each manager should conduct employee reviews as a means to obtaining a basis for the evaluation of development efforts and salary reviews.

*Information*

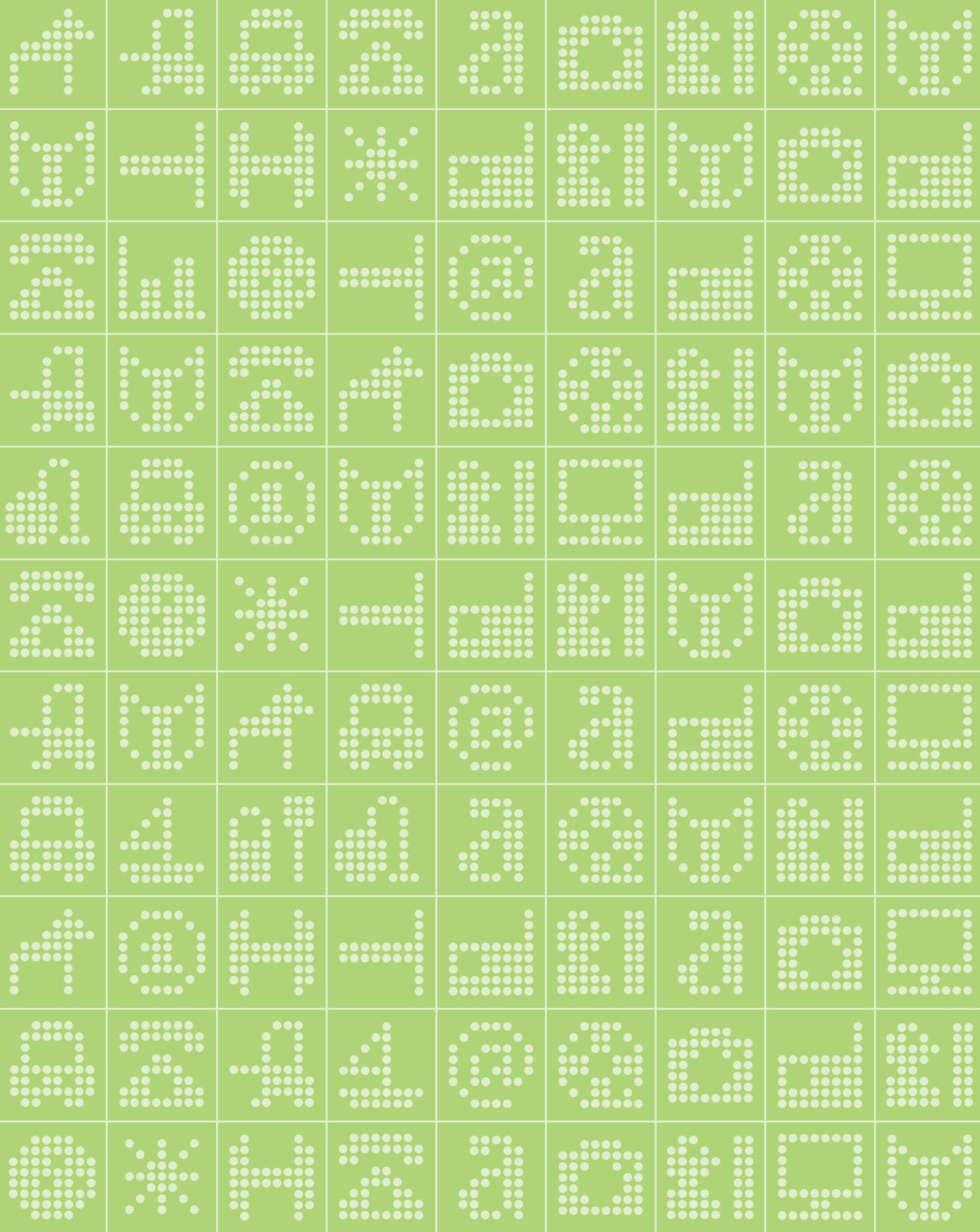
The parties have jointly developed the following materials: The policy document "Continuing Education"

"Tools – The Competence Analysis and the Employee Review".









The agreement can be downloaded on our website,  
[www.arbetsgivarguiden.se](http://www.arbetsgivarguiden.se)

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