Almega Service Companies Salaried Employee Agreement

Media Industries Employers’ Association, former HTF-MIA
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Agreement concerning general employment terms and conditions

Section 1 Scope of the agreement

1.1 Scope
This agreement encompasses companies that are members of the following employers’ associations and which are listed separately:

- Almega Service Companies
- Media Industries Employers’ Association

1.2 Application
A request in writing from one of the parties is required for this agreement to apply at a company. The agreement then comes into force as of the first day of the next month, provided nothing else has been agreed in the individual case. The agreement applies between the parties stated in the request.

If a company is already subject to another collective agreement for salaried employees, this agreement applies until its validity period expires, provided nothing else is agreed.

1.2.1 The optional nature of the agreement
If the local parties would like any part of the agreement to be given an alternative content, the wording thereof is examined by the Agreement Committee.

1.3 Exemptions
The agreement does not apply to

- salaried employees in senior management positions
- salaried employees whose position is considered a second job, except for what applies to sick pay during the employer period in accordance with Section 10 of this agreement.

1.4 Retirement age reached
For salaried employees who have reached the ordinary retirement age in accordance with the ITP plan, the employer and salaried employee can come to an agreement that employment terms and conditions other than those in this agreement shall apply. A separate agreement is required for the right to sick pay subsequent to the employer period.

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

Minutes note
The Swedish Employment Protection Act currently gives salaried employees the right to work until they are 67 years of age.
1.5 Working abroad
When working abroad, the employment terms and conditions during the time abroad are regulated through

- agreements between the employer and employee or
- specific foreign regulations or similar that are in place within the company.

In addition, “Agreement concerning social security for salaried employees when working abroad” applies to those salaried employees that are encompassed by this.

1.6 Senior management – trade union affiliation
If the employer so requests, salaried employees in senior management positions are to refrain from being members of trade unions that are parties to this agreement. This also applies to the senior manager’s secretary and, in large companies, the head of human resources and their secretary.

Minutes note
PTK unions have agreed that salaried employees’ union branches and representatives appointed by salaried employees within the PTK area can be represented by a joint body, PTK-L, with regard to the change agreement and matters concerning reductions in personnel in accordance with the Salaried Employees Agreement. This body shall be regarded as the local employees’ organisation in accordance with the Employment Protection Act (1982:80). If it is not possible for the salaried employees’ party to act through PTK-L, it shall be possible for the company to come to a separate agreement with each salaried employees’ organisation.

Section 2 Employment

Points 2.2–2.4 of Section 2 apply up to and including 31 October 2017.

2.1 Permanent employment
The position is permanent unless the employer and salaried employee have agreed that the position is to be temporary or on a trial basis.

2.2 Terms and conditions for temporary employment

(Applies up to and including 31 October 2017)

The employer and salaried employee can come to an agreement concerning temporary employment:

- For a certain time, a certain season or a certain job if the specific nature of the duties occasion such employment
- When acting as a substitute for a salaried employee while they are on leave due to a holiday, illness, education or parenthood, for example
- In order to maintain a position that has been advertised as vacant for up to six months, provided the employer and the local salaried employees’ party do not agree otherwise
- In order to relieve a temporary peak in the volume of work
- For young people who are still at school and students when they are on holiday or otherwise taking a break from their studies and during work placements
- For salaried employees who have reached the ordinary retirement age in accordance with the ITP plan.
The preferential right to re-employment does not apply in the event of temporary employment that is judged to have a duration of a maximum of one month.

2.3 Trial employment

(Appplies up to and including 31 October 2017)

An agreement concerning trial employment may be entered into when the aim is for the position to transition to permanent employment following the trial period. The agreement may encompass a maximum of six months. If the salaried employee has been absent during the trial period, the position may be extended, subject to agreement, by an equivalent amount of time. If the trial period does not transition to permanent employment, the employer shall justify their standpoint, should the salaried employee request this.

2.4 Notification of trial employment and employment in the event of peaks in the volume of work

(Appplies up to and including 31 October 2017)

If practically possible, the employer should notify the salaried employees’ union branch concerned before the employer and the salaried employee enter into an agreement concerning trial employment or employment to relieve a temporary peak in the volume of work. However, this notification must always be submitted within a week of the employment agreement being entered into. If so requested, the employer shall discuss this with a trade union representative.

Section 2 Employment

Points 2.2–2.5 of Section 2 apply up to and including 31 October 2017.

The forms of employment listed below are a comprehensive regulation of the forms of employment that are available in the area covered by the agreement. With respect to preferential right to re-employment, the Employment Protection Act applies unless stated otherwise.

Note: Provisions concerning the termination of temporary employment and fixed-term employment are in 13.3.3 and 13.3.4

2.1 Permanent employment

The position is permanent unless the employer and salaried employee have agreed that the position is to be temporary or on a trial basis.

2.2 Terms and conditions for temporary employment

(Appplies as of 1 November 2017)

The employer and salaried employee can come to an agreement concerning temporary employment:

• When acting as a substitute for a salaried employee while they are on leave or absent or in order to maintain a position that has been advertised as vacant.

• For an agreed fixed term

A contract concerning an agreed fixed term shall encompass a minimum employment period of seven days, provided the employer and the salaried employee do not agree on a shorter period of employment.
Note 1:
If the trade union believes that the opportunity to institute fix-term employment periods shorter than seven days through individual agreements is being misused, the union may, following local and central negotiations in this matter, revoke the opportunity for the employer to enter into similar individual agreements in future. The opportunity to revoke does not apply when local agreement has been reached. The terms misuse refers to the employer repeatedly employing people for short periods in spite of it having been possible to satisfy the needs of the enterprise through longer fixed-term employment or permanent employment. When misuse is suspected, the trade union has the right to inspect all employment contracts from the past six months in which an individual agreement has been entered into concerning an employment period that is shorter than seven days.

Local parties can also enter into agreements concerning short employment periods.

Note 2:
The intention of a local agreement is for the employer and the salaried employees’ party to review together the typical situations in which such short-term employment needs arise, periodically or repeatedly, in the enterprise and come to an agreement in advance about exemptions pertaining to these or to enter into a local agreement in an individual situation.

Students who are enrolled at a higher education institution can always be employed for an agreed fixed term without there being a requirement for a minimum employment period.

- For salaried employees who have reached the ordinary retirement age in accordance with the ITP plan (currently 65 years).
- For seasonal work.

Note 3:
The parties are in agreement that the definition of seasonal work is consistent with the Employment Protection Act.

- Doctoral studentships where the work on the doctoral thesis takes place entirely or partly at a company.
- For young people who are still at school and during work placements.

The preferential right to re-employment does not apply to temporary employment that is judged to have a duration of a maximum of one month.

2.3 Conversion rule for substitutes and agreed fixed-term positions

(Applies as of 1 November 2017)
A substitute position or an agreed fixed-term position are converted into a permanent position when an employee has been employed by the employer in a substitute and/or agreed fixed-term position for more than 36 months over the course of a five-year period.

Note: After the time for conversion to permanent employment has been reached, the salaried employee can enter into a written agreement with the employer to defer the conversion. Such agreements are valid for six months. The salaried employee may then defer permanent employment again in accordance with this rule. For those who have reached the ordinary retirement age in accordance with the ITP plan (currently 65 years), an agreed fixed-term or substitute position is not converted into a permanent position.
As a general rule, similarly to the entitlement pertaining to general fixed-term employment and employment as a substitute, in the event of a conversion, the employment terms and conditions remain unchanged, provided the employer and salaried employee have not agreed otherwise. In those cases where the parties have not come to an agreement and the employment rate shortly before the conversion time diverges substantially from a calculated average employment rate over the course of the past twelve months, this shall be set at the average in the permanent position.

2.4 Trial employment

(Appplies as of 1 November 2017)
Agreements concerning trial employment may be entered into when the aim is for the position to transition to permanent employment following the trial period. There are no specific requirements set with respect to trial needs. However, the agreement may encompass a maximum of six months. If the salaried employee has been absent during the trial period, the position may be extended, subject to agreement, by a period equivalent to the period of absence.

If the salaried employee has been employed in a similar position in the company immediately prior to the trial employment for a fixed term or as a substitute, the length of the trial period is reduced by the corresponding degree.

2.5 Transitional regulations
These rules enter into force on 1 November 2017. The earlier rules apply in full to employment contracts entered into prior to 1 November 2017.

When converting to permanent employment, time employed in positions that have begun prior to 1 November 2017 is disregarded.

Section 3 General rules of conduct

3.1 Loyalty
The relationship between employer and salaried employee is based on mutual loyalty and mutual trust. The salaried employee shall be discreet with respect to to the employer’s affairs such as pricing, computer systems, surveys, operating conditions, business matters or similar.

3.2 Competing business
A salaried employee may not perform work nor directly or indirectly undertake economic activity for a company that is in competition with their employer. The salaried employee may also not take on assignments or undertake activities that may have a prejudicial impact on their work. Those who intend to take on assignments or second jobs of a more extensive nature shall therefore first consult with the employer.

3.3 Positions of trust
A salaried employee has the right to hold positions of trust within central and local government and trade unions.
Section 4 Compensation for overtime

Refer to the working hours agreement, Appendix 1, regarding working hours.

4.1 The right to compensation for overtime

Salaried employees have the right to compensation for overtime in accordance with 4.3, provided nothing else has been agreed in accordance with 4.1.1–4.1.2.

4.1.1 Agreement with certain salaried employees

The employer and the salaried employee may enter into an agreement that compensation for overtime shall be provided through the salaried employee receiving a higher salary and/or five additional days’ annual leave over and above the statutory annual leave allowance.

Such agreements may only be entered into with salaried employees in management positions and salaried employees whose working hours are difficult to monitor or who are free to set their own working hours. In other cases, specific grounds shall exist.

4.1.2 Preparatory and concluding work

If the employer and the salaried employee have entered into an explicit agreement that the salaried employee shall perform preparatory and concluding work of not less than 12 minutes each day and the salary has not been set accordingly, the salaried employee shall be compensated with three days’ annual leave over and above the statutory annual leave allowance.

4.1.3 Written agreement Validity period

Agreements in accordance with 4.1.1 and 4.1.2 shall be in writing. They are valid until further notice and can be revised at the next salary review. The agreement should state how the salaried employee is compensated for overtime.

The party who wants to terminate the agreement shall inform the other party at least two months in advance.

The employer shall inform the concerned salaried employees’ union branch when an agreement has been entered into.

4.2 Prerequisites for compensation for overtime

4.2.1 Definition of overtime

Overtime that give an entitlement to compensation denotes work that is performed over and above the ordinary daily working hours that apply to the salaried employee, provided the overtime

- has been ordered in advance or
- has been approved retrospectively by the employer.

Refer to 4.4 regarding part-time work

4.2.2 Preparatory and concluding work

Time spent performing necessary preparatory and concluding work that is normally part of the salaried employee’s duties is not considered overtime.
4.2.3 Calculation of overtime
If the overtime has been worked both before and after the ordinary working hours on a certain day, both periods of overtime are to be added together. Only full half-hours are to be included in the calculation.

4.2.4 Overtime that is not contiguous with ordinary working hours
If a salaried employee works overtime at times that are not immediately before or after their ordinary working hours, compensation is provided for a minimum of three hours’ overtime. However, this does not apply if it is only a meal break that separates the overtime from the ordinary working hours.

4.2.5 Travel expenses in the event of overtime
If the salaried employee appears for overtime that is not immediately after their ordinary working hours and there are resulting travel expenses, the employer shall compensate the salaried employee for these. This also applies in those cases where an agreement has been entered into in accordance with 4.1.1.

4.2.6 Overtime in the event of reduced ordinary daily working hours
The following applies if the ordinary daily working hours are reduced for part of the year, e.g. during the summer, without a corresponding extension taking place during another part of the year. Calculation of overtime that has been worked during the part of the year in which the reduced working hours has been applied shall take place on the basis of the daily working hours that apply for the rest of the year.

4.3 Compensation for overtime
4.3.1 Money – leave
Compensation for overtime is provided either in money (overtime pay) or leave (time off in lieu). Time off in lieu is provided if the salaried employee so desires and the employer, following consultation with the salaried employee, finds that this can be arranged without inconvenience to the business of the company.

During the consultation, the employer shall as far as is possible accommodate the salaried employee’s wishes concerning when the time off in lieu is to be taken.

4.3.2 Size of the compensation
Overtime pay per hour is payable as per the following:

\( Overtime \ 06:00–20:00 \ \text{Monday–Friday (not holidays)} \)

\[
\begin{align*}
\text{monthly salary} & \quad 94 \\
\text{or as agreed} & \\
1 \text{½ hours time off in lieu for every hour of overtime} & \\
\text{overtime at other times} & \\
\text{monthly salary} & \quad 72 \\
\text{or as agreed} & \\
2 \text{hours time off in lieu for every hour of overtime} & \\
\end{align*}
\]

Monthly salary denotes the current fixed monthly cash salary.
Overtime on weekdays the salaried employee has off is the same as overtime at other times. The same applies to overtime on Midsummer Eve, Christmas Eve and New Year’s Eve.

4.4 Excess hours in the event of part-time employment (additional time)

4.4.1 Compensation for additional time
If a part-time employee has worked time in excess of the ordinary daily working hours that apply to the part-time position, compensation is payable per excess hour as follows:

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

Monthly salary denotes the current fixed monthly cash salary.
Weekly working hours denotes the part-time employee’s working hours per week that does not include holidays, calculated as a monthly average.

4.4.2 Calculation of additional time
If the additional time has been worked both before and after the ordinary working hours that apply to a part-time employee, both periods are to be added together. Only full half-hours are to be included in the calculation.

4.4.3 Compensation for overtime in the event of working additional time
A part-time employee is entitled to compensation for overtime if the additional time is worked before or after the times that apply to the ordinary daily working hours for a full-time employee in an equivalent position at the company. When calculating compensation in accordance with 4.3.2, the salary is adjusted upwards to that it equates to a full-time salary.

Section 5 Displaced working hours

5.1 Displaced working hours
Displaced working hours denotes that part of the salaried employee’s ordinary working hours that are on the days and between the times that are indicated in 5.3.

5.2 Notification of displaced working hours
The employer should notify the salaried employee at least 14 days in advance that working hours will be displaced. This notification should also contain information about how long the displacement is intended to apply.
5.3 Compensation for displaced working hours

Compensation for displaced working hours is payable as per the following:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Monthly Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>MONDAY–FRIDAY, FROM 18:00 TO 24:00</td>
<td>600</td>
</tr>
<tr>
<td>MONDAY–SATURDAY, FROM 00:00 TO 07:00</td>
<td>400</td>
</tr>
<tr>
<td>SATURDAY–SUNDAY, FROM SATURDAY 07:00 TO SUNDAY 24:00</td>
<td>300</td>
</tr>
<tr>
<td>FROM 07:00 ON EPIPHANY, 1 MAY, ASCENSION DAY, NATIONAL DAY</td>
<td></td>
</tr>
<tr>
<td>AND ALL SAINTS DAY, TO 00:00 ON THE FIRST WEEKDAY AFTER THE RESPECTIVE HOLIDAY</td>
<td>300</td>
</tr>
<tr>
<td>FROM 18:00 ON MAUNDY THURSDAY AND FROM 07:00 ON WHITSUN EYE, MIDSUMMER EYE,</td>
<td></td>
</tr>
<tr>
<td>CHRISTMAS EYE AND NEW YEAR’S EVE, TO 00:00 ON THE FIRST WEEKDAY AFTER THE RESPECTIVE HOLIDAY</td>
<td>150</td>
</tr>
</tbody>
</table>

Compensation for displaced working hours cannot be paid concurrently with overtime pay.

Monthly salary denotes the current fixed monthly cash salary.

For part-time employees, the salary is adjusted upwards so that it equates to a full-time salary.

5.4 Local agreements

The local parties may enter into agreements concerning alternative compensation for displaced working hours, provided there are specific grounds.

5.5 Individual agreements

The employer and an individual salaried employee may enter into an agreement to the effect that compensation in accordance with the above is not to apply and that the salaried employee shall instead be compensated in another manner. Agreements of this type shall be made in writing.

The terms are valid until further notice and can be revised at the next salary review.

A party who wants to terminate the agreement shall inform the other party at least two months in advance.

5.6 When the salaried employee has previously received other compensation

If a salaried employee has been compensated for displaced working hours through their salary or in another manner and has therefore not received any specific compensation, the terms shall not be altered through this agreement’s entry into force.

Section 6 On-call time

6.1 On-call time

On-call time denotes time during which the salaried employee is not obliged to work, but is instructed to be at the employer’s disposal in the workplace in order to work when the need arises.
6.2 Schedule
On-call time shall be allocated in such a way that it does not place an unreasonable burden on an individual salaried employee.

The on-call schedule should be drawn up well in advance.

6.3 Compensation for on-call time

<table>
<thead>
<tr>
<th>Compensation per hour of on-call time is payable as per the following</th>
<th>Monthly salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>However, the following applies:</td>
<td></td>
</tr>
<tr>
<td>From Friday at 18:00 to Saturday at 07:00</td>
<td>Monthly salary</td>
</tr>
<tr>
<td>From Saturday 07:00 to Sunday 24:00</td>
<td>Monthly salary</td>
</tr>
<tr>
<td>From 18:00 on the day before, to 07:00 on Epiphany, 1 May, Ascension Day and All Saints Day</td>
<td>Monthly salary</td>
</tr>
<tr>
<td>From 07:00 on Epiphany, 1 May, Ascension Day, National Day and All Saints Day, to 00:00 on the first weekday after the respective holiday</td>
<td>Monthly salary</td>
</tr>
<tr>
<td>From 18:00 on Maundy Thursday and from 07:00 on Whitsun Eve, Midsummer Eve, Christmas Eve and New Year’s Eve, to 00:00 on the first weekday after the respective holiday</td>
<td>Monthly salary</td>
</tr>
</tbody>
</table>

Compensation for on-call time is payable per shift for a minimum of eight hours, with a deduction for the time for which the salaried employee has received overtime pay, where applicable.

**Monthly salary** denotes the current fixed monthly cash salary.

For part-time employees, the salary is adjusted upwards so that is equates to a full-time salary.

6.4 Local agreements
The local parties may enter into agreements concerning alternative solutions, provided there are specific grounds.

6.5 Individual agreements
The employer and an individual salaried employee may enter into an agreement to the effect that compensation in accordance with the above is not to apply and that the salaried employee shall instead be compensated in another manner. Agreements of this type shall be made in writing.

The terms are valid until further notice and can be revised at the next salary review.

A party who wants to terminate the agreement shall inform the other party at least two months in advance.
Section 7 Standby duty

Section 7 applies up to and including 31 October 2017.

7.1 Standby duty

(Applies up to and including 31 October 2017)

1) Standby Duty I denotes time during which the salaried employee is not obliged to work, but is instructed to be at the employer’s disposal by being reachable in order to immediately be able to work when the need arises.

2) Standby Duty II denotes time during which the salaried employee is not obliged to work, but is instructed to be reachable in order to be able to work at the workplace or another place within a stipulated amount of time.

7.2 Schedule

(Applies up to and including 31 October 2017)

Standby duty shall be allocated in such a way that it does not place an unreasonable burden on an individual salaried employee. The schedule for standby duty should be drawn up well in advance.

7.3 Compensation for standby duty

(Applies up to and including 31 October 2017)

<table>
<thead>
<tr>
<th>STANDBY DUTY I</th>
<th>STANDBY DUTY II</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPENSATION FOR STANDBY DUTY IS PAYABLE PER HOUR ON STANDBY AS PER THE FOLLOWING</td>
<td></td>
</tr>
<tr>
<td>MONTHLY SALARY 1,000</td>
<td>MONTHLY SALARY 1,400</td>
</tr>
</tbody>
</table>

HOWEVER, THE FOLLOWING APPLIES:

<table>
<thead>
<tr>
<th>FRIDAY–SUNDAY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM FRIDAY AT 18:00 TO SATURDAY AT 07:00</td>
<td></td>
</tr>
<tr>
<td>MONTHLY SALARY 700</td>
<td>MONTHLY SALARY 1,000</td>
</tr>
<tr>
<td>FROM SATURDAY 07:00 TO SUNDAY 24:00 AND NATIONAL DAY</td>
<td></td>
</tr>
<tr>
<td>MONTHLY SALARY 500</td>
<td>MONTHLY SALARY 700</td>
</tr>
<tr>
<td>FROM 18:00 ON THE DAY BEFORE, TO 07:00 ON EPIPHANY, 1 MAY, ASCENSION DAY AND ALL SAINTS DAY</td>
<td></td>
</tr>
<tr>
<td>MONTHLY SALARY 700</td>
<td>MONTHLY SALARY 1,000</td>
</tr>
<tr>
<td>FROM 07:00 ON EPIPHANY, 1 MAY, ASCENSION DAY AND ALL SAINTS DAY, TO 00:00 ON THE FIRST WEEKDAY AFTER THE RESPECTIVE HOLIDAY</td>
<td></td>
</tr>
<tr>
<td>MONTHLY SALARY 500</td>
<td>MONTHLY SALARY 700</td>
</tr>
<tr>
<td>FROM 18:00 ON MAUNDY THURSDAY AND NEW YEAR’S EVE AND FROM 07:00 ON WHITSUN EVE, MIDSUMMER EVE, CHRISTMAS EVE, TO 00:00 ON THE FIRST WEEKDAY AFTER THE RESPECTIVE HOLIDAY.</td>
<td></td>
</tr>
<tr>
<td>MONTHLY SALARY 250</td>
<td>MONTHLY SALARY 350</td>
</tr>
</tbody>
</table>
Compensation for standby duty is payable per shift for a minimum of eight hours, with a deduction for the time for which the salaried employee has received overtime pay, where applicable.

In the event of being ordered to appear for work, overtime pay is payable for the hours worked, however for a minimum of one hour for Standby Duty I and a minimum of two hours for Standby Duty II. Compensation is payable for travel expenses associated with such an appearance.

Monthly salary denotes the current fixed monthly cash salary.

For part-time employees, the salary is adjusted upwards so that is equates to a full-time salary.

7.4 Local agreements
(Appplies up to and including 31 October 2017)
The local parties may enter into agreements concerning alternative solutions, provided there are specific grounds.

7.5 Individual agreements
(Appplies up to and including 31 October 2017)
The employer and an individual salaried employee may enter into an agreement to the effect that compensation in accordance with the above is not to apply and that the salaried employee shall instead be compensated in another manner. Agreements of this type shall be made in writing.

The agreement is valid until further notice and can be revised at the next salary review.

A party who wants to terminate the agreement shall inform the other party at least two months in advance.

Section 7 Standby
Section 7 applies as of 1 November 2017.

7.1 Definition
(Appplies as of 1 November 2017)
Standby denotes time during which the salaried employee is not obliged to work, but must be reachable in order to be able to work when the need arises.

7.2 Local agreements
(Appplies as of 1 November 2017)
The local parties may enter into agreements concerning standby in which standby duties and forms of compensation, for example, are adapted to local circumstances.

The table below, in which standby shifts, standby compensation and compensation for time worked during standby duty are defined, can serve as a foundation on which to base such agreements.
7.3 Standby duty

(Appplies as of 1 November 2017)

Standby Duty A means that the salaried employee shall be reachable via a mobile device or similar in order to report for work. Standby Duty A does not entail the salaried employee being required to report to any specific location.

Standby Duty B means that the salaried employee shall report to the workplace or to another place specified by the employer in order to work.

Standby Duty C means that the salaried employee shall report to their home in order to work.

Note 1
In cases where the employer wants to apply Standby Duty C, but the salaried employee does not believe that their home is a desirable workplace, the salaried employee shall report for work at the workplace or another designated place. However, compensation is payable in accordance with Standby Duty C.

Note 2
In the event of standby duty, the employer shall take into account reasonable reporting times with consideration given to the salaried employee’s type of standby and other practical and objectively relevant circumstances. One (1) hour for reporting time for Standby Duty B or in the daytime for Standby Duty C can serve as a starting point. The reporting time may be shorted or longer.

7.4 Schedule

(Appplies as of 1 November 2017)

Standby duty shall be scheduled in such a way that it does not place an unreasonable burden an individual salaried employee. The schedule should be drawn up and communicated well in advance. Notification of amendments to the schedule is provided at least two weeks in advance. Temporary departures that could not be foreseen when the schedule was drawn up are not considered amendments.

Note 1
Unreasonable burden denotes, for example, that standby shall not be scheduled for too few salaried employees or that the standby is scheduled in several standby shifts over the course of the same 24-hour period without any connection to ordinary working hours.

Note 2
It is anticipated that local agreements concerning night work and rest rules in conjunction with standby duty will be entered into when necessary.
7.5 Standby compensation

*(Applies as of 1 November 2017)*

If an alternative local agreement has not been entered into, compensation for Standby Duty A, B and C is payable as per the following:

<table>
<thead>
<tr>
<th>REPORTING TIME</th>
<th>COMPENSATION PER HOUR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>Monday at 00:00–Friday at 18:00</td>
<td>Monthly Salary 1750</td>
</tr>
<tr>
<td>Friday at 18:00–Saturday at 07:00, and from 18:00 on the day before, to 07:00 on Epiphany, 1 May, Ascension Day, All Saints Day and National Day</td>
<td>Monthly Salary 1100</td>
</tr>
<tr>
<td>Saturday at 07:00–Sunday at 24:00 and from 07:00 on Epiphany, 1 May, Ascension Day, All Saints Day and National Day, to 00:00 on the first weekday following the respective holiday.</td>
<td>Monthly Salary 750</td>
</tr>
<tr>
<td>From 18:00 on Maundy Thursday and from 07:00 on Whitsun Eve, Midsummer Eve, Christmas Eve and New Year’s Eve, to 00:00 on the first weekday after the respective holiday.</td>
<td>Monthly Salary 450</td>
</tr>
</tbody>
</table>

For part-time employees, the salary is adjusted upwards so that is equates to a full-time salary.

Compensation for the salaried employee being on standby is payable per shift for a minimum of one hour for Standby Duty A, four hours for Standby Duty B and two hours for Standby Duty C, where appropriate, with a reduction for the time that the salaried employee has received compensation for having been ordered to report for work in accordance with 7.6, below.

7.6 Compensation for time worked during standby duty

*(Applies as of 1 November 2017)*

If an alternative local agreement has not been entered into, compensation for time worked is payable per hour as per the following:

In the event of being ordered to report for work, overtime pay is paid for the actual time worked, however:

1) a minimum of 30 minutes when working in accordance with Standby Duty A,
2) a minimum of three hours when working in accordance with Standby Duty B, and
3) a minimum of two hours when working in accordance with Standby Duty C.
A salaried employee who is on Standby Duty B, but works in accordance with Standby Duty A shall be compensated for at least one hour.

For part-time employees, the salary is adjusted upwards so that is equates to a full-time salary.

Compensation is payable for travel expenses associated with Standby Duty B.

7.7 Individual agreements

(Applies as of 1 November 2017)

The employer and an individual salaried employee may enter into an agreement to the effect that compensation in accordance with the above is not to apply and that the salaried employee shall instead be compensated in another manner. Such an agreement shall be made in writing and should contain information about the compensation that is awarded instead of compensation for standby duty.

The agreement is valid until further notice and can be revised at the next salary review.

The party who wants to terminate the agreement shall inform the other party at least two months in advance.

Note 1
If there is a local branch/association, it is appropriate for the parties to have discussed the structure of individual agreements. It may also be appropriate to discuss individual agreements concerning standby in conjunction with the salary review.

Note 2
When an individual agreement expires, the agreed compensation is no longer payable. Compensation is instead payable as per the general rule in the collective agreement.

Section 8 Travel time compensation

8.1 The right to travel time compensation

Salaried employees are entitled to travel time compensation in accordance with 8.3, with the following exceptions:

Exceptions

1) The employer and the salaried employee who have entered into an agreement concerning compensation for overtime in accordance with 4.1.1 and 4.1.2 may enter into an agreement that the provisions concerning travel time compensation are not applicable.

2) Employers and salaried employees can enter into agreements that compensation for travel time shall be provided in another form, e.g. by the occurrence of travel time being taken into account when the salary is set.

3) Salaried employees whose work normally results in a significant amount of travel on official business, e.g. travelling salespeople and service technicians, only have a right to travel time compensation if the employer and the salaried employee have entered into an agreement concerning this.

8.2 Travel time

Travel time is the time during an ordered journey on official business that is used for travelling to the destination.

When calculating travel time for which there is an entitlement to compensation, only such travel time as is prior to or after the employee’s ordinary working hours.
If the travel time is both before and after the ordinary working hours on a certain day, both periods are to be added together. Only full half-hours are to be included in the calculation.

If the employer has paid for a berth on a train or ship during the journey or any part thereof, the time from 22:00 to 08:00 is not to be included.

The normal time taken for the salaried employee during a journey on official business to drive a car or other vehicle themselves is also considered travel time, regardless of whether or not the vehicle belongs to the employer.

The journey shall be considered to have begun and ended in accordance with the provisions that apply for calculating expenses or equivalent at each company.

8.3 Travel time compensation

1) Travel time compensation per hour

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

Travel time compensation in accordance with the divisor 240 is payable for a maximum of six hours per calendar day, provided longer travel time is not demonstrated.

2) When the journey took place in the period from Friday at 18:00 to Monday at 06:00

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

3) When the journey took place in the time from 18:00 on the day before a work-free holiday eve or holiday, to 06:00 on the day after the holiday

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

Monthly salary denotes the current fixed monthly cash salary.

For part-time employees, the salary is adjusted upwards so that it equates to a full-time salary.

Section 9 Annual leave

9.1 General provisions

Annual leave is provided in accordance with applicable legislation and with the following supplements and exceptions.

9.2 Qualification year and annual leave year

The qualification year is calculated from 1 April to 31 March the following year.

The annual leave year is the subsequent 12-month period.

The employer may enter into an agreement with an individual employee or with the local salaried employees’ party that the qualification year and/or the annual leave year shall be moved to other times or run entirely concurrently.

When the qualification year and the annual leave year run concurrently, holiday pay received shall be considered payment on account and is deducted from both compensation in lieu of annual leave and salary. A salaried employee who has obtained more
days paid annual leave than they have earned shall repay the excess holiday pay/supplement that has been paid. A corresponding correction to the salary is made if the employment rate has changed over the course of the annual leave year.

Salary deductions are not to be made at the time the employment is terminated if this takes place because of:

1) the salaried employee’s illness or
2) the salaried employee leaves their position in the circumstances referred to in Section 4, third paragraph, first sentence of the Employment Protection Act or
3) notice of termination is issued by the employer due to circumstances that are not attributable to the salaried employee personally.

Note (Enters into force on 1 November 2017)
It is important that the employer makes it clear what qualification and annual leave years are being applied.

9.3 Length of annual leave

9.3.1 Number of days of annual leave
- Twenty-five days of annual leave in accordance with the Swedish Annual Leave Act
- three or five days of annual leave in addition to the statutory minimum through an agreement between the employer and the salaried employee in accordance with 4.1.1 and 4.1.2 in this agreement.

Annual leave refers to both paid and unpaid annual leave.

9.3.2 Number of days of paid annual leave
The number of days of paid annual leave earned is calculated in the following way:

\[ A \times \frac{B}{C} = D \]

A = number of contractually agreed days of annual leave (in accordance with 9.3.1)
B = number of days employed during the qualification year, minus absence that is not credited for the purpose of holiday pay.
C = number of calendar days during the qualification year
D = number of earned days of paid annual leave (fractions are rounded up to a whole number).

9.3.3 Changing the number of days of paid annual leave
If this agreement enters into force for a salaried employee who is encompassed by an individual agreement or staff regulations at the company, the salaried employee is entitled to at least the same number of days of paid annual leave as previously.

If it becomes pertinent to change the annual leave provisions in the applicable regulations, the employer shall notify the salaried employees’ party and, if the party so requests, negotiations shall take place prior to a decision being made.

9.3.4 Promoted or new salaried employees
For promoted or new salaried employees, time in which they were employed at the company or another company that belongs to the same group of companies shall also be included in the qualification year.
9.3.5 Annual leave for intermittent workers

For salaried employees who work an average of fewer than five days per week, the number of net days of annual leave is calculated as per the following:

$$\text{Number of working days/week} \times \text{number of days of annual leave in accordance with 9.3} = \text{Number of days of annual leave (net days of annual leave) that shall be applied to days that would have been working days as per the work schedule. Fractions are rounded up to the next full day.}$$

If the work schedule indicates that the salaried employee is to work both full and part time in the same week, the day on which they are working part time shall be counted as a full day. When the annual leave is used by this type of salaried employee, a full day of annual leave is also used up for the day the salaried employee would only have worked part of the day.

**Example**

<table>
<thead>
<tr>
<th>THE SALARIED EMPLOYEE’S PART TIME IS SCHEDULED FOR AN AVERAGE OF THE FOLLOWING NUMBER OF WORKING DAYS PER WEEK</th>
<th>NUMBER OF NET DAYS OF ANNUAL LEAVE (IN THE EVENT OF 25 DAYS OF ANNUAL LEAVE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>3.5</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>15</td>
</tr>
<tr>
<td>2.5</td>
<td>13</td>
</tr>
<tr>
<td>2</td>
<td>10</td>
</tr>
</tbody>
</table>

If the work schedule is changed so that “the number of working days per week” is changed, the number of unused net days of annual leave shall be calculated so that it corresponds to the new schedule.

Holiday supplement, compensation in lieu of annual leave and salary deduction (in the event of unpaid annual leave) is calculated on the basis of the number of gross days of annual leave.

9.4 Holiday pay, compensation in lieu of annual leave, etc.

9.4.1 Holiday pay and holiday supplement

Holiday pay consists of the monthly salary that is applicable at the time of the annual leave and a holiday supplement.

The holiday supplement for each day of paid annual leave is

- 0.8 % of the salaried employee’s monthly salary that is valid at the time of the annual leave and any fixed salary supplements per month. Refer to 9.4.6 with regard to changed employment rate.
- 0.5 % of the sum of the variable salary component that has been paid during the qualification year.
If the salaried employee has not earned full annual leave, the holiday supplement of 0.5 % shall be adjusted up as per the following:

\[
0.5 \% \times \frac{\text{the number of days of annual leave that the salaried employee is entitled to}}{\text{the number of days of paid annual leave that the salaried employee has earned}}
\]

*Fixed salary supplement* denotes, for example, fixed shift, on-call, standby, overtime and travel supplements, guaranteed minimum commission or similar.

*Variable salary component* denotes, for example, commission, profit share, bonus, performance-related pay, shift, on-call, standby compensation and compensation for displaced working hours or similar, to the extent that this is included in the monthly salary.

Commission, profit-share, bonus and similar denote those variable salary components that are directly linked to the salaried employee’s personal performance.

Holiday pay is included in overtime pay and compensation for additional time and travel time.

### 9.4.2 Calculation of the variable salary components during absence credited for the purpose of holiday pay

An average daily income of variable salary components shall be added to the sum of the variable part of the salary that has been paid during the qualification year for every calendar day of absence credited for the purpose of holiday pay.

Average daily income =

\[
\frac{\text{Variable salary component paid during the qualification year}}{\text{Number of days of employment, minus days of annual leave used and full days of absence credited for the purpose of holiday pay during the qualification year.}}
\]

Shift, on-call, standby compensation and compensation for displaced working hours and similar are not to be included in the above calculation, provided the salaried employee has received such compensation for a maximum of 60 calendar days during the qualification year.

### 9.4.3 Payment of holiday pay

The holiday supplement of 0.8 % is paid together with the salary in conjunction with or on the next pay day after the annual leave.

The holiday supplement of 0.5 % is paid by the end of the annual leave year at the latest.

*Exceptions*

1. If a significant proportion of the salary consists of variable salary components, the salaried employee is entitled to a holiday supplement by payment on account based on the variable components. The employer shall estimate the size of the supplement. The supplement is paid at the same time as the salary at the time of the ordinary payment in conjunction with the annual leave. By the end of the annual leave year at the latest, the employer shall pay the holiday supplement that may remain following calculation in accordance with 9.4.1 and 9.4.2.

2. If an agreement has been entered into that states the annual leave year and qualification year shall run concurrently, the employer can pay the residual holiday pay that reflects variable salary components following the end of the annual leave year. This shall be done at the time of the first ordinary salary payment in the new qualification year, when the ordinary salary procedure can be applied.
9.4.4 Compensation in lieu of annual leave
Compensation of every day of paid annual leave that has not been used is 4.6 % of the current monthly salary plus holiday supplement in accordance with 9.4.1 and 9.4.2.

Compensation in lieu of annual leave for days of annual leave that are carried over is calculated as if the days carried over have been used in the annual leave year in which the employment terminates.

9.4.5 Unpaid annual leave
A deduction of 4.6 % of the monthly salary is made to the salaried employee’s current monthly salary for every day of unpaid annual leave used. Refer to 9.4.1 with regard to the term monthly salary.

9.4.6 Changed employment rate
If the salaried employee had a different rate of employment in the qualification year than at the time of the annual leave, the monthly salary that is valid at the time of the annual leave shall be proportioned in relation to the proportion of full ordinary working hours that applied at the workplace during the qualification year. If the rate of employment has changed during the current calendar month, the rate of employment that has applied for the majority of calendar days of the month shall be used in the calculation. Refer to 9.4.1 with regard to the term monthly salary.

9.5 Annual leave for new employees
If a new salaried employee’s days of paid annual leave are not sufficient to cover the company’s main period of annual leave or if the salaried employee in other cases would like to take more time off than they have days of annual leave, the employer and salaried employee may enter into an agreement to the effect that the salaried employee will take a leave of absence or take leave without loss of salary for the requisite number of days. Agreements of this type shall be made in writing.

The following applies in the event of leave without loss of salary. If the employment terminates within five years of the day it began, a deduction shall be made from the accrued salary or compensation in lieu of annual leave in accordance with the same provisions as apply in the event of a leave of absence, but calculated on the salary that was applicable at the time of the leave. Deductions shall not be made if the employment terminates as a result of

1) the salaried employee’s illness or
2) the salaried employee leaves their position in the circumstances referred to in Section 4, third paragraph, first sentence of the Employment Protection Act or
3) notice of termination is issued by the employer due to circumstances that are not attributable to the salaried employee personally.

For those who have received more days of paid annual leave than they have earned, the provisions concerning holiday pay in advance in Section 29 a of the Annual Leave Act apply, provided there is no written agreement as per the above.

9.6 Carrying over annual leave
9.6.1 Carrying over days of annual leave
Salaried employees who are entitled to more than 25 days of annual leave with holiday pay may, subject to an agreement with the employer, also carry over these excess days of annual leave, provided that they have not used previously carried over days of annual leave in the same year. The employer and salaried employee shall enter into an
agreement concerning how carried over days of annual leave are to be used. This concerns both the annual leave year in which the carried over days are to be used and when in the holiday year they are to be taken.

9.6.2 Using carried over days of annual leave
Carried over days of annual leave shall be used in the order in which they were carried over. Days of annual leave that have been carried over in accordance with the law shall be used before days that have been carried over in accordance with 9.6.1 over the course of the same year.

9.6.3 Holiday pay for carried over days of annual leave
Holiday pay for carried over days of annual leave is calculated in accordance with 9.4.1. and 9.4.2. However, when calculating the holiday supplement of 0.5 %, all absence during the qualification year, excluding ordinary annual leave, shall be treated in the same way as absence credited for the purpose of holiday pay.

The holiday pay for a carried over day of annual leave shall be adapted to the salaried employee’s proportion of full ordinary working hours over the course of the qualification year that preceded the annual leave year from which the day was carried over.

Refer to 9.4.6 with regard to the calculation of proportion of full ordinary working hours.

Section 10 Sick pay etc.

10.1 The right to sick pay and notification of illness

10.1.1 The right to sick pay
Sick pay from the employer during the first 14 calendar days of the period of illness is paid in accordance with the Swedish Sick Pay Act, with a supplement in accordance with 10.2.2, second paragraph. Subsections 10.3.1–10.3.2 state how the sick pay is calculated.

Sick pay from the employer as of the 15th calendar day of the period of illness is paid in accordance with 10.3.6–10.3.8 and 10.4–10.7.

A period of illness that begins within five calendar days of the end of a previous period of illness shall be regarded as a continuation of the previous period of illness.

10.1.2 Notification of illness
A salaried employee who becomes ill and is therefore unable to work shall inform their employer of this as soon as possible. The salaried employee shall inform the employer of when they expect to return to work as soon as possible.

The same applies if the salaried employee becomes incapable of working as a result of an accident or occupational injury or must refrain from work due to the risk of transmitting infection for which there is an entitlement to compensation in accordance with the Swedish Compensation for Disease Carriers Act.

As a general rule, sick pay is not to be paid for time prior to the employer having been notified of the illness (Section 8, first paragraph of the Sick Pay Act).
10.2 Affirmation and medical certificate

10.2.1 Written affirmation
The salaried employee shall submit to the employer a written affirmation that they have been ill, information about the extent to which their work capacity has been impaired by the illness and the days during which they would have worked (Section 9 of the Sick Pay Act).

10.2.2 Medical certificate
The salaried employee shall verify the impairment to their work capacity and the length of the period of illness using a medical certificate in order for the employer to be liable to pay sick pay as of the seventh calendar day following the day of the notification of illness (Section 8, second paragraph of the Sick Pay Act).

If the employer so requests, the salaried employee shall submit such a medical certificate as of an earlier day. The employer has the right to specify the doctor.

10.3 Size of the sick pay

10.3.1 Size of the sick pay
The sick pay is calculated by making a deduction from the salary as per the following.

10.3.2 Illness up to and including the 14th calendar day per period of illness
For every hour a salaried employee is absent due to illness, a sickness deduction is made per hour as per the following:

| For the first day of absence (the qualifying day) in the period of illness | Monthly salary $\times \frac{12.2}{52 \times \text{weekly working hours}}$
|---|---|
| As of the second day of absence in the period of illness | $20\% \times \text{monthly salary} \times \frac{12.2}{52 \times \text{weekly working hours}}$

In addition, salaried employees who would have worked scheduled displaced working hours receive sick pay as of the second day of absence that is 80% of the compensation for displaced working hours that they have missed.

10.3.3 Sick pay from the first day in certain cases
For a salaried employee who, according to a decision by the Swedish Social Insurance Agency, is entitled to sick pay of 80% as of the first day of absence due to illness, a sickness deduction is made in accordance with what applies as of the second day of absence in the sick pay period.

10.3.4 When a deduction has already been made for ten qualifying days
The law states that the number of qualifying days may not exceed ten over the course of a twelve-month period. If at the time of a new period of illness it emerges that the salaried employee has been given a deduction for ten qualifying days within the past twelve months prior to the beginning of the new sick pay period, the deduction for the first day of absence shall be calculated in accordance with what applies as of the second day of absence.
10.3.5 Definition of monthly salary and weekly working hours

Monthly salary

Monthly salary denotes the current monthly salary.

The monthly salary includes

- fixed monthly cash salary and any fixed monthly salary supplements (e.g. fixed shift or overtime supplements)
- the calculated average income per month of commission, profit-share, bonus, performance-related pay or similar variable salary components.

For salaried employees who receive a significant proportion of their remuneration in the form of variable salary components, the employer and salaried employee should enter into an agreement about the amount that is to constitute the monthly salary from which the sickness deduction is made.

Weekly working hours

Weekly working hours denotes the number of working hours per week that does not include holidays for the individual salaried employee. For those who have irregular working hours, the weekly working hours are calculated as an average per month or other scheduling cycle.

Weekly working hours are calculated to a maximum of two decimal places, with 0–4 being rounded down and 5–9 rounded up.

If the working hours vary depending on the time of year, the working hours are calculated as a yearly average per week that does not include holidays.

If the salary changes

The following applies if the salary changes. The employer shall make a sickness deduction on the basis of the old salary until the day on which the salaried employee receives confirmation of the new salary.

10.3.6 Illness as of the 15th calendar day

For every sick day (even work-free weekdays and Sundays and holidays) a sickness deduction per day is made as per the following:

The sickness deduction is calculated differently depending on whether the salaried employee’s monthly salary is higher or lower than a certain limit. This salary limit is calculated as

\[
8 \times \text{the price basic amount (PBA)} \div 12
\]

Example 2018:

PBB for 2018 is SEK 45,500

The salary limit is therefore:

\[
8 \times \text{SEK 45,500} = \text{SEK 30,333 for 2018}
\]

For salaried employees with a monthly salary that amounts to a maximum of the salary limit:

\[
90 \% \times \text{monthly salary} \times 12 \div 365
\]
For salaried employees with a monthly salary higher than the salary limit:

Sickness deductions are

\[
\frac{90\% \times 8 \times \text{PBA} + 10\% \times \text{monthly salary} \times 12 - 8 \times \text{PBA}}{365}
\]

In addition to what is stated in 10.3.5, monthly salary also denotes benefits in the form of food or accommodation valued in accordance with the Swedish Tax Agency’s instructions.

10.3.7 Maximum sickness deduction per day

The sickness deduction per day may not exceed

\[
\frac{\text{the fixed monthly cash salary} \times 12}{365}
\]

The following is equivalent here to fixed monthly cash salary

- fixed salary supplement per month (e.g. fixed shift or overtime supplement)
- such commission, profit-share, bonus or similar that is earned during time off without being directly linked to the salaried employee’s personal performance
- guaranteed minimum commission or similar.

Refer to 10.3.5 for a definition of monthly salary.

10.3.8 Length of the sick pay period

General rule

If the salaried employee, in accordance with this agreement, is entitled to sick pay as of the 15th calendar day of the period of illness, the employer shall pay such as per the following:

Sick pay is paid up to and including the 90th calendar day of the period of illness to those who

- have been employed for at least one consecutive year by the employer or
- have transferred directly from a position with an entitlement to sick pay for 90 days (group 1).

Sick pay is paid up to and including the 45th calendar day of the period of illness to others (group 2).

The period of illness includes all days with sickness deductions (even qualifying days), and work-free days during the period.

Maximum number of days with sick pay

If the salaried employee is ill on two or more occasions over the course of a twelve-month period, the entitlement to sick pay is restricted to a total of 105 days for group 1 and 45 days for group 2. Consequently, if the salaried employee has received sick pay from the employer over the course of the past twelve months, calculated from the beginning of the current period of illness, the number of days of sick pay is deducted from 105 or 45, respectively. The remainder constitutes the maximum number of days of sick pay for the current case of illness.

The right to sick pay over the course of the first 14 calendar days of the period of illness is not affected by the above restriction.
10.4 Certain coordination rules

10.4.1 Rehabilitation benefit
If a salaried employee is absent with rehabilitation benefit over the course of a period in which they are otherwise entitled to sick pay in accordance with 10.3.8, salary deductions are made as in the event of illness as of the 15th calendar day as per 10.3.6.

10.4.2 Compensation from other insurance
If the salaried employee receives compensation from insurance other than ITP or the collective occupational injury insurance scheme (TFA) and the employer has paid the premium for this insurance, the sick pay shall be reduced by the amount of the compensation.

10.4.3 Other compensation from central government
If the salaried employee receives compensation from central government other than that from universal insurance, occupational injury insurance or the State Personal Injury Insurance Act, the sick pay shall be reduced by the amount of that compensation.

10.5 Restrictions on the right to sick pay

10.5.1 The salaried employee has reached the age of 60 years
If the salaried employee has reached the age of 60 years at the time they are hired, the employer and the salaried employee may enter into an agreement that the salaried employee has the right to sick pay as of the 15th calendar day of the period of illness. If an agreement of this type has been entered into, the employer shall inform the local salaried employees’ party.

10.5.2 Concealment of illness
Salaried employees who have concealed the fact that they are suffering from a certain illness at the time they are hired are not entitled to sick pay from the 15th calendar day of the period of illness when their incapacity to work is due to the illness in question.

10.5.3 Failure to submit health certificate
If the employer has requested a health certificate from the salaried employee at the time they are hired, but because of illness has not been able to submit this, the salaried employee is not entitled to sick pay as of the 14th calendar day of the period of illness in the event of incapacity to work that is due to the illness in question.

10.5.4 Reduced sickness benefits
If the salaried employee’s sickness benefits have been reduced in accordance with the Social Insurance Code, the employer shall reduce the sick pay by the corresponding amount.

10.5.5 Injury in the event of an 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 being paid in accordance with the collective occupational injury insurance scheme (TFA), the employer pays sick pay only if – or to the extent – the salaried employee is not able to receive damages for loss of earnings from the party responsible for the injury.

10.5.6 Accident at another employer
If the salaried employee has been injured in an accident while undertaking paid work for another employer or in conjunction with running their own business, the employer
shall pay sick pay as of the 15th calendar day of the period of illness only if they have specifically committed to do so.

10.5.7 When sickness pension is paid
If the salaried employee receives a sickness pension in accordance with the ITP plan, their right to sick pay expires.

10.5.8 Retirement age reached
Refer to 1.4 with regard to restriction in the right to sick pay as of the 15th calendar day of the period of illness for salaried employees who have reached retirement age.

10.5.9 Other restrictions in the right to sick pay
The employer is not liable to pay sick pay as of the 15th calendar day of the period of illness
• if the salaried employee has been exempted from sickness insurance benefits in accordance with the Social Insurance Code, or
• if the salaried employee’s incapacity to work is self-inflicted, or
• if the salaried employee has been injured as a result of military action, provided nothing else has been agreed.

10.6 Disease carriers
If a salaried employee must refrain from work due to the risk of transmitting infection and they are entitled to compensation in accordance with the Compensation for Disease Carriers Act, deductions are made in accordance with the following up to and including the 14th calendar day.

For every hour a salaried employee is absent, a deduction is made per hour as per the following:

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

As of the 15th calendar day, deductions are made in accordance with 10.3.6–10.3.8.

10.7 Other provisions
When applying the provisions in this paragraph, benefits that are paid in accordance with the Central Government Personal Injury Protection Act are on a par with equivalent benefits in accordance with the Social Insurance Code and the Occupational Injury Insurance Act.

Section 11 Time off

11.1 Leave, short-term paid leave
As a rule, leave is granted only for part of a working day. In special cases, however, leave may also be granted for one or more days, e.g. sudden illness in the salaried employee’s family or the death of a close relative.

For Easter Saturday, Midsummer Eve and Christmas Eve that are customarily days off, leave should be granted if this can take place without detriment to the company’s operations.

In years when National Day falls on a Saturday or Sunday the salaried employee instead receives another day off without a salary deduction.
This time off is proportionate for part-time employees.

Time off that is not used over the course of the year expires.

11.2 Leave of absence, full-day unpaid time off

Leave of absence is granted if the employer finds that this can take place without detriment to the company’s operations, provided this is not a matter of statutory time off, e.g. study leave or parental leave.

Leave of absence in order to try other work should be granted for the purposes of rehabilitation. The time off is limited to six months, but can be extended subject to an agreement between the employer and the salaried employee.

When the leave of absence is granted, the employer shall indicate what period of time the leave encompasses. Leave of absence may not be scheduled in such a way that it begins and/or ends on a Sunday and/or holiday that is a day off for the individual salaried employee in question. For a salaried employee who has their weekly rest period scheduled for a day other than Sunday, a corresponding rule shall be applied.

11.2.1 Salary deduction for full-time employee, full day

When a salaried employee is absent for at least one day as a result of leave of absence, a salary deduction is made as per the following:

- for a period of a maximum of 5 (6)\(^1\) working days, a deduction for every working day of \(\frac{1}{21} (1/25)\(^1\) of the monthly salary
- for a period longer than 5 (6)\(^1\) working days, a deduction of one day’s salary is made for each day off. This also applies to the salaried employee’s work-free weekdays and Sundays and holidays.

\[
\text{one day’s salary} = \text{the fixed monthly cash salary} \times \frac{12}{365}
\]

11.2.2 Salary deduction for part-time employees, full day

If the salaried employee is employed part time and only works on some of the week’s working days (known as intermittent part-time work), a salary deduction shall be made for every day that the salaried employee is on leave of absence that would otherwise have been a working day.

Deductions are made as per the following:

Monthly salary divided by

\[
\text{number of working days per week} \times \frac{21 (25)\(^1\)}{5 (6)\(^1\)}
\]

\(^1\) Figures within parentheses are used in the event of a six-day week.
Example

<table>
<thead>
<tr>
<th>THE SALARIED EMPLOYEE’S PART-TIME HOURS ARE SCHEDULED FOR THE FOLLOWING NUMBER OF WORKING DAYS/WEEK</th>
<th>DEDUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>MONTHLY SALARY 16.8</td>
</tr>
<tr>
<td>3.5</td>
<td>MONTHLY SALARY 14.7</td>
</tr>
<tr>
<td>3</td>
<td>MONTHLY SALARY 12.6</td>
</tr>
<tr>
<td>2.5</td>
<td>MONTHLY SALARY 10.5</td>
</tr>
<tr>
<td>2</td>
<td>MONTHLY SALARY 8.4</td>
</tr>
</tbody>
</table>

“Number of working days per week” denotes the number of working days per week that does not include holidays, calculated as an average per month.

11.3 Other time off, unpaid time off for part of a day
Time off for part of a day may be granted if the employer finds that this can take place without detriment to the company’s operations.

A salary deduction is made for every full half-hour. The deduction per hour is $\frac{1}{175}$ of the monthly salary. For part-time employees, the salary is adjusted upwards so that it equates to a full-time salary.

11.4 Monthly salary
Monthly salary denotes the current monthly salary. Fixed monthly cash salary here denotes

- fixed salary supplement per month (e.g. fixed shift or overtime supplement)
- such commission, profit-share, bonus or similar that is earned during time off without having a direct link to the salaried employee’s personal performance
- guaranteed minimum commission or similar.

If a period of leave of absence encompasses one or more full calendar month/settlement period, the salaried employee’s full salary shall be deducted for each of the calendar months/settlement periods.

11.5 Parental pay

11.5.1 Terms and conditions for parental pay
A salaried employee who is on a leave of absence because of pregnancy, in conjunction with the birth of a child or an adoption is entitled to parental pay from the employer if

- the salaried employee has been employed by the employer for at least one consecutive year, and
- the salaried employee’s employment continues for at least three months following the leave of absence.
The term “in conjunction with” denotes that the leave of absence shall take place within 18 months.

**Note:**
An application for parental leave that is intended to take place some time in the period from 1 June to 31 August of the respective year should be submitted to the employer in conjunction with the annual leave application, i.e. normally by the 1 March.

### 11.5.2 Size of the parental pay

The parental pay deduction is calculated differently depending on whether the salaried employee’s monthly salary is higher or lower than a certain limit. This salary limit is calculated as

\[
10 \times \text{the price basic amount (PBA)}
\]

\[\frac{12}{12}\]

**Example 2017:**
PBB for 2017 is SEK 44,800

The salary limit is therefore:

\[
10 \times \text{SEK 44,800} = \text{SEK 37,333 for 2017}
\]

\[\frac{12}{12}\]

For salaried employees with a monthly salary that amounts to a maximum of the salary limit, a parental pay deduction is made per day that is:

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

For salaried employees with a monthly salary above the salary limit, a parental pay deduction is made per day that is:

\[
90 \% \times \frac{10 \times \text{PBA} + 10\% \times (\text{monthly salary} \times 12) - (10 \times \text{PBA})}{365}
\]

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

- two months’ salary minus 60 parental pay deductions calculated per day in accordance with this paragraph.

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

- three months’ salary minus 90 parental pay deductions calculated per day in accordance with this paragraph.

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

- four months’ salary minus 120 parental pay deductions calculated per day in accordance with this paragraph.

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

- five months’ salary minus 150 parental pay deductions calculated per day in accordance with this paragraph.
If the salaried employee has been employed for five but not six consecutive years, the parental pay consists of

- six months’ salary minus 180 parental pay deductions calculated per day in accordance with this paragraph.

Parental pay is only awarded for a contiguous period of leave. If the leave of absence were to be shorter than one, two, three, four, five or six months, parental pay is not provided for longer than the period of leave.

Parental pay is not paid for annual salary components in excess of 15 price basic amounts.

### 11.5.3 Payment of parental pay

Half of the parental pay is paid when the leave of absence begins and the remaining half when the salaried employee has been back at work for three months following the leave of absence.

### 11.5.4 Reduction of parental pay

Parental pay is not paid if the salaried employee is exempted from parental benefit by the Social Insurance Code. If this benefit has been reduced, the parental pay shall be reduced by the corresponding amount.

### 11.6 Time off with temporary parental benefit

#### 11.6.1 Deduction

If a salaried employee is absent with temporary parental benefit, a salary deduction is made per hour of absence as per the following:

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

If a period of leave of absence encompasses one or more full calendar months/settlement periods, the salaried employee’s full salary shall be deducted for each of these calendar months/settlement periods.

**Weekly working hours**

Weekly working hours denotes the number of working hours per week that does not include holidays for the individual salaried employee. For those who have irregular working hours, the weekly working hours are calculated as an average per month or other scheduling cycle.

Weekly working hours are calculated to a maximum of two decimal places, with 0–4 being rounded down and 5–9 rounded up.

If the working hours vary depending on the time of year, the working hours are calculated as a yearly average per week that does not include holidays.

**If the salary changes**

The following applies if the salary changes. The employer shall make a deduction on the basis of the old salary until the day on which the salaried employee receives confirmation of the new salary.
11.6.2 Monthly salary
Monthly salary denotes

- fixed monthly cash salary and any fixed monthly salary supplements (e.g. fixed shift or overtime supplements)
- the calculated average income per month of commission, profit-share, bonus, performance-related pay or similar variable salary components. For salaried employees who receive a significant proportion of their remuneration in the form of such salary components, the employer and salaried employee should enter into an agreement concerning which salary amount is to constitute the monthly salary from which the deduction is to be made.
- monthly salary also denotes benefits in the form of food or accommodation valued in accordance with the Swedish Tax Agency’s instructions.

Section 12 Salary for part of a salary period
If a salaried employee begins or ends their employment or changes employment rate in the current calendar month/settlement period, the salary is calculated in the following way:

\[
\frac{X \times Z}{Y} = L
\]

- \(X\) = current monthly salary
- \(Y\) = number of calendar days in the current month/settlement period
- \(Z\) = number of days employed in the month/settlement period
- \(L\) = salary for the calculation period

In the event of a changed employment rate, every period is calculated using its respective employment rate.

**Example:**
The calculation period is up to and including the 20th of each month. The salaried employee’s full-time salary is

SEK 20,000. Employed from 1 October 20xx

Full time up to and including 16 June 20xx Part time (50 % from 17 June 20xx)

\[
\begin{align*}
X &= \text{SEK 20,000} \\
Y &= 31 \text{ days} \\
Z &= 27 \text{ days}
\end{align*}
\]

\[
\begin{align*}
L &= \text{SEK 17,419} \\
L &= \text{SEK 1,290}
\end{align*}
\]
Section 13 Notice of termination

The provisions in Sections 13.1.1, 13.2.1 and 13.3.3–13.3.5 apply up to and including 31 October 2017

13.1 Notice of termination on the part of the salaried employee

13.1.1 Notice period

The notice period on the part of the salaried employee is the following, unless otherwise stated in 13.3.2–13.3.6.

The salaried employee’s notice period in months

<table>
<thead>
<tr>
<th>Time Employed by the Company</th>
<th>Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than two years</td>
<td>One month</td>
</tr>
<tr>
<td>From two years</td>
<td>Two months</td>
</tr>
</tbody>
</table>

13.1.2 Written notice of termination

The salaried employee should hand in their notice in writing. If the notice of termination is still given verbally, the salaried employee should confirm this to the employer in writing as soon as possible.

13.2 Notice of termination on the part of the employer

13.2.1 Notice period

The notice period on the part of the employer is the following, unless otherwise stated in 13.3.2–13.3.6.

The salaried employee’s notice period in months

<table>
<thead>
<tr>
<th>Time Employed by the Company</th>
<th>Notice Period</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>From two years to four years</td>
<td>Two months</td>
</tr>
<tr>
<td>From four years to six years</td>
<td>Three months</td>
</tr>
<tr>
<td>From six years to eight years</td>
<td>Four months</td>
</tr>
<tr>
<td>From eight years to ten years</td>
<td>Five months</td>
</tr>
<tr>
<td>From ten years</td>
<td>Six months</td>
</tr>
</tbody>
</table>

Information about 13.1.1 and 13.2.1

Calculation of the length of time employed

Section 3 of the Employment Protection Act indicates how the length of time employed as per the above is to be calculated.

13.2.2 Extended notice period in some cases

If a salaried employee, who has been made redundant as a result of a lack of work has reached the age of 55 years and at that time has been employed for 10 consecutive years, the notice period shall be extended by six months.

However, such an extension of the notice period is only applied up to the age of 65 years.
13.2.3 Notice of redundancy

The notice of redundancy that the employer has to give to the local employees’ organisation in accordance with the Employment Protection Act shall be regarded as having been given when the employer has submitted the redundancy letter to the local employees’ party or two working days after the employer has sent the letter by recorded delivery to the unions concerned. Notice of redundancy that the employer has given during a time in which the company is shut down for annual leave shall be regarded as having been given the day after the shut-down ended.

13.3 Other provisions in the event of notice of termination

13.3.1 Salary during the notice period

If a salaried employee cannot be given work during the notice period, salary and other compensation shall be paid as if the salaried employee had been working (Section 12 of the Employment Protection Act).

13.3.2 Agreement concerning alternative notice period

Salaried employees who, in accordance with a collective agreement or individual employment contract, have a longer notice period when this agreement enters into force at the company retain this.

The employer and salaried employee can enter into an agreement concerning an alternative notice period. However, if they do so, the notice period on the part of the employer may not be lower than the notice period indicated in the table in 13.2.1.

13.3.3 Notice period in the event of trial employment

(Applies up to and including 31 October 2017)

Trial employment can be terminated by both the employer and the salaried employee prior to the end of the trial period by means of one party informing the other in writing at least one month in advance.

If the employer or the salaried employee does not want the employment to continue following the end of the trial period, one party shall inform the other in writing at least two weeks prior to the end of the trial period.

13.3.4 Notice period in the event of temporary employment

(Applies up to and including 31 October 2017)

Temporary employment can be terminated prior to the time indicated at the time of employment through the employer or salaried employee submitting notice in writing. Such employment is terminated one month after either of the parties has submitted notice in writing to the other party. On the part of the employer, such notice may not be submitted once six months have passed since the employment commenced.

13.3.5 Retirement age reached – termination of employment

Employment is terminated without a notice period when the salaried employee reaches the retirement age that applies to the position in accordance with the ITP plan, provided the employer and salaried employee have not agreed otherwise. Notice in accordance with Section 33 of the Employment Protection Act does not need to be submitted.
Note:
This provision currently means that the salaried employee’s employment terminates without notice when the salaried employee reaches the age that is listed in Section 32a of the Employment Protection Act (currently 67 years of age), provided the salaried employee and the employer have not agreed otherwise.

13.3.6 Pensioners – notice period
For salaried employees who continue to work after they have reached the age of 65 years, the notice period as per 13.1.1 and 13.2.1 applies.

For salaried employees who have reached the age of 67 years, the notice period for both parties is one month.

13.3.7 Reduction of notice period for the salaried employee
If, due to specific circumstances, the salaried employee wants to leave their position prior to the end of the notice period, the employer should examine whether this is acceptable.

13.3.8 Damages when the salaried employee does not observe the notice period
If the salaried employee leaves their position prior to the end of the notice period, the employer has the right to damages for the resultant pecuniary loss and inconvenience. These damages are at least the amount equivalent to the salaried employee’s salary for that part of the notice period the salaried employee has not observed.

13.3.9 Reference
When the employer or employee has given notice of termination, the employee is entitled to receive a reference that indicates
a) the time that the salaried employee has been employed,
b) the duties that the salaried employee has performed and
c) if the salaried employee so requests, a testimonial concerning how their work has been performed. The employer shall provide the reference within three weeks of the salaried employee requesting it.

13.3.10 Annual leave certificate
When employment is terminated, the salaried employee is entitled to a certificate that indicates how many of their statutory 25 days of annual leave they have used in the current annual leave year. The employer shall provide the certificate within one week of it having been requested by the salaried employee. If the salaried employee is entitled to more than 25 days of annual leave, the extra days shall be considered to have been used first.

13.4 Order of precedence in the event of operational cut-backs and re-employment
If it becomes pertinent to reduce the number of staff, the local parties shall evaluate the company’s requirements and needs with respect to staffing. If these needs cannot be met through the application of law, an order of precedence shall be established with departures from the provisions in the law.
The local parties shall then select those employees who are to be given notice of termination so that the company’s skills requirements are taken into account specifically, along with the company’s potential to operate in a competitive manner and thus continue to provide employment.

This is dependent on the local parties, at the request of one party, entering into an agreement concerning order of precedence in the event of termination by applying Section 22 of the Employment Protection Act and the departures from the act that are required.

The local parties can also enter into an agreement concerning order of precedence in the event of re-employment through departures from the provisions in Sections 25–27 of the Employment Protection Act. In which case, the criteria listed above shall apply.

When so requested, the local parties are obliged to conduct negotiations concerning the order of precedence and confirm agreements in writing.

If the local parties are not in agreement, the federation parties may, if requested by either party, enter into an agreement in accordance with the guidelines that are listed above.

This is dependent on the employer providing the local and central parties to the agreement with the relevant factual information in advance of dealing with matters covered in 13.4.

**Information**

*Without a local or central agreement as per the above, termination as a result of a lack of work and re-employment can be examined in accordance with the law taking into account the negotiation procedure.*

### Section 13 Notice of termination

*The provisions in Sections 13.1.1, 13.2.1 and 13.3.3–13.3.5 apply as of 1 November 2017.*

#### 13.1 Notice of termination on the part of the salaried employee

##### 13.1.1 Notice period

The notice period on the part of the salaried employee is the following, unless otherwise stated in 13.3.2–13.3.7.

The salaried employee’s notice period in months

<table>
<thead>
<tr>
<th>TIME EMPLOYED BY THE COMPANY</th>
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</tr>
</thead>
<tbody>
<tr>
<td>LESS THAN TWO YEARS</td>
<td>ONE MONTH</td>
</tr>
<tr>
<td>FROM TWO YEARS</td>
<td>TWO MONTHS</td>
</tr>
</tbody>
</table>

##### 13.1.2 Written notice of termination

The salaried employee should hand in their notice in writing. If the notice of termination is still given verbally, the salaried employee should give the employer written confirmation as soon as possible.
13.2 Notice of termination on the part of the employer

13.2.1 Notice period

The notice period on the part of the employer is the following, unless otherwise stated in 13.3.2–13.3.7.

The salaried employee’s notice period in months

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</tr>
<tr>
<td>FROM TWO YEARS TO FOUR YEARS</td>
<td>TWO MONTHS</td>
</tr>
<tr>
<td>FROM FOUR YEARS TO SIX YEARS</td>
<td>THREE MONTHS</td>
</tr>
<tr>
<td>FROM SIX YEARS TO EIGHT YEARS</td>
<td>FOUR MONTHS</td>
</tr>
<tr>
<td>FROM EIGHT YEARS TO TEN YEARS</td>
<td>FIVE MONTHS</td>
</tr>
<tr>
<td>FROM TEN YEARS</td>
<td>SIX MONTHS</td>
</tr>
</tbody>
</table>

Information about 13.1.1 and 13.2.1

Calculation of the length of time employed

Section 3 of the Employment Protection Act indicates how the length of time employed as per the above is to be calculated.

13.2.2 Extended notice period in some cases

If a salaried employee, who has been made redundant as a result of a lack of work has reached the age of 55 years and at that time has been employed for 10 consecutive years, the notice period shall be extended by six months.

However, such an extension of the notice period is only applied up to the age of 65 years.

13.2.3 Notice of redundancy

Notice of redundancy that the employer has to give to the employees’ organisation locally in accordance with the Employment Protection Act shall be regarded as having been given when the employer has submitted the redundancy letter to the local employees’ party or two working days after the employer has sent the letter by recorded delivery to the unions concerned. Notice of redundancy that the employer has given during a time in which the company is shut down for annual leave shall be regarded as having been given the day after the shut-down ended.

13.3 Other provisions in the event of notice of termination

13.3.1 Salary during the notice period

If a salaried employee cannot be given work during the notice period, salary and other compensation shall be paid as if the salaried employee had been working (Section 12 of the Employment Protection Act).

13.3.2 Agreement concerning alternative notice period

Salaried employees who, in accordance with a collective agreement or individual employment contract, have a longer notice period when this agreement enters into force at the company retain this.
The employer and salaried employee can enter into an agreement concerning an alternative notice period. However, if they do so, the notice period on the part of the employer may not be lower than the notice period indicated in the table in 13.2.1.

13.3.3 Termination of trial employment

(Appplies as of 1 November 2017)

Trial employment can be terminated by both the employer and the salaried employee prior to the end of the trial period by means of one party informing the other in writing at least two weeks in advance.

If the employer or the salaried employee does not want the employment to continue following the end of the trial period, one party shall inform the other in writing at least two weeks prior to the end of the trial period. If no notification has been provided by the end of the trial period, the trial employment becomes permanent employment.

If the trial period does not transition to permanent employment, the employer shall justify their standpoint, should the salaried employee request this.

These rules enter into force on 1 November 2017. The earlier rules apply in full to employment contracts entered into prior to 1 November 2017.

13.3.4 Termination of substitute and agreed fixed-term positions

(Appplies as of 1 November 2017)

A substitute or agreed fixed-term position may be terminated by the employer or salaried employer notifying the other to that effect. The position then terminates one month after either of the parties has notified the other in writing of their intention to terminate the position. The opportunity to terminate the position in this manner only applies up to the time at which the salaried employee has a total employment period at the company of six months. When a contract concerning an agreed fixed-term or substitute position has been preceded by a period of trial employment in a similar position, the trial period is reduced by the corresponding amount.

If the substitute or agreed fixed-term position is terminated through notice being given by the employer, the employer shall justify their decision should the salaried employee request this.

These rules enter into force on 1 November 2017. The earlier rules apply in full to employment contracts entered into prior to 1 November 2017.

Note:
The employer and salaried employee may agree in writing that a substitute or agreed fixed-term position cannot be terminated through notice being given by either of the parties.

13.3.5 Agreement concerning termination of temporary employment

(Appplies as of 1 November 2017)

If the employer and the salaried employee agree that a temporary position may be terminated early, the parties cannot agree to a shorter notice period than those stipulated the collective agreement.

An agreement concerning the opportunity to terminate employment early only applies once any period pursuant to subsection 13.3.4 has expired.
13.3.6 Retirement age reached – termination of employment
Employment is terminated without a notice period when the salaried employee reaches the retirement age that applies to the position in accordance with the ITP plan, provided the employer and salaried employee have not agreed otherwise. Notice in accordance with Section 33 of the Employment Protection Act does not need to be submitted.

Note:
This provision currently means that the salaried employee’s employment terminates without notice when the salaried employee reaches the age that is listed in Section 32a of the Employment Protection Act (currently 67 years of age), provided the salaried employee and the employer have not agreed otherwise.

13.3.7 Pensioners – notice period
For salaried employees who continue to work after they have reached the age of 65 years, the notice period as per 13.1.1 and 13.2.1 applies.

For salaried employees who have reached the age of 67 years, the notice period for both parties is one month.

13.3.8 Reduction of notice period for the salaried employee
If, due to specific circumstances, the salaried employee wants to leave their position prior to the end of the notice period, the employer should examine whether this is acceptable.

13.3.9 Damages when the salaried employee does not observe the notice period
If the salaried employee leaves their position prior to the end of the notice period, the employer has the right to damages for the resultant pecuniary loss and inconvenience. These damages are at least the amount equivalent to the salaried employee’s salary for that part of the notice period the salaried employee has not observed.

13.3.10 Reference
When the employer or employee has given notice of termination, the employee is entitled to receive a reference that indicates
\begin{itemize}
  \item the time that the salaried employee has been employed,
  \item the duties that the salaried employee has performed and
  \item if the salaried employee so requests, a testimonial concerning how their work has been performed. The employer shall provide the reference within three weeks of the salaried employee requesting it.
\end{itemize}

13.3.11 Annual leave certificate
When employment terminates, the salaried employee is entitled to a certificate that indicates how many of their statutory 25 days of annual leave they have used in the current annual leave year. The employer shall provide the certificate within one week of the salaried employee requesting it. If the salaried employee is entitled to more than 25 days of annual leave, the extra days shall be considered to have been used first.

13.4 Order of precedence in the event of operational cut-backs and re-employment
If it becomes pertinent to reduce the number of staff, the local parties shall evaluate the company’s requirements and needs with respect to staffing. If these needs cannot
be met through the application of lay, an order of precedence shall be established with departures from the provisions in the law.

The local parties shall then select those employees who are to be given notice of termination so that the company’s skills requirements are taken into account specifically, along with the company’s potential to operate in a competitive manner and thus continue to provide employment.

This is dependent on the local parties, at the request of either party, entering into an agreement concerning order of precedence in the event of termination by applying Section 22 of the Employment Protection Act and the departures from the act that are required.

The local parties can also enter into an agreement concerning the order of precedence in the event of re-employment through departures from the provisions in Sections 25–27 of the Employment Protection Act. In which case, the criteria listed above shall apply.

When so requested, the local parties are obliged to conduct negotiations concerning order of precedence and confirm agreements in writing.

If the local parties are not in agreement, the federation parties may, provided either party so requests, enter into an agreement in accordance with the guidelines that are listed above.

This is dependent on the employer providing the local and central parties to the agreement with the relevant factual information in advance of dealing with matters covered in 13.4.

**Information**

*Without a local or central agreement as per the above, termination as a result of a lack of work and re-employment can be examined in accordance with the law taking into account the negotiation procedure.*

**Note (Valid as of 1 November 2017)**

The parties have drawn up a new joint guide for order of precedence in the event of a lack of work called “Vägen Framåt” [The Way Forward]. This guide constitutes a collective agreement.

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**Section 14 Negotiation procedure in the event of legal disputes**

*The provisions apply up to and including 31 October 2017*

**Negotiation limitations**

If one party would like to claim damages or another performance in accordance with a law, collective agreement or individual agreement, that party, provided no other procedure is stipulated in the agreement in question, shall request negotiations within four months of the time at which the party became aware of the circumstance on which the demand is based. However, the negotiations must be requested within two years of this circumstance having occurred.

If one party does not request negotiations within the stipulated time, that party loses the right to negotiations.

**Local negotiations**

Negotiations shall primarily be completed by the local parties (the employer and the local trade union organisation).
The negotiations shall begin as soon as possible and within three weeks of the day on which they were requested, provided the parties have not agreed otherwise.

**Central negotiations**

Once local negotiations have ended, the party that would like to finalise the case shall refer the matter to central negotiations.

The request for central negotiations shall be made in writing and be with the counter-party’s central organisation within two months of the day on which the local negotiations have concluded. Failure to do so results in the party losing their right to negotiations.

Central negotiations shall begin as soon as possible and within three weeks of the day on which they have been called, provided the parties have not agreed otherwise.

**Legal adjudication**

If a legal dispute that concerns a law, collective agreement or individual agreement has been subject to central negotiations without being resolved, a party may refer the dispute to legal adjudication within three months of the day on which the central negotiations were concluded. Failure to do so results in the party losing their right to make a claim.

*Note*

*If a dispute is based on the Employment Protection Act, the time limits in the act shall apply instead of those in this negotiation procedure. This negotiation procedure does not impact on the rules concerning time limits and obligations for the employer to request negotiations in accordance with Sections 34, 35 and 37 of the Swedish Employment (Co-Determination in the Workplace) Act.*

**Section 15 Agreement committee**

**The agreement committees duties**

The agreement committee’s duties are to

- monitor the application of the present agreement concerning salaries and general employment terms and conditions
- provide recommendations concerning issues referred to the committee by a central party
- be a forum for discussion on matters of significance to the parties’ areas of agreement
- constitute an arbitration committee as per agreement.

Cases that are referred to the committee shall be processed without delay

**Composition of the agreement committee**

The committee consists of six members, three of which are appointed by the employers’ side and three by the employees’ side. The committee appoints a chair and deputy chair from among its members. The members of the committee are appointed for a period of two years, with the employers’ side and employees’ side having the right to change their respective representatives.
Decisions of the agreement committee
If the committee is unanimous, it can decide on a joint recommendation in a case and on joint information on a certain matter.

Arbitration committee
If the parties agree, the agreement committee can, in individual cases, constitute an arbitration committee in legal disputes within the parties’ jurisdiction. Dispute cases can be only be handled by the committee once central negotiations have concluded.

If the agreement committee is to constitute an arbitration committee, the parties have to jointly appoint an impartial chair.

The committee can only make decisions in legal disputes if all members are present. In the event of a tied vote, the impartial chair has the deciding vote.

Section 16 Validity period
This agreement applies as of 1 May 2017 up to and including 30 April 2020. Notice that the agreement is to be terminated for its third year (1 May 2019–30 April 2020) 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 2018 at the latest.

If notice that the agreement is to be terminated has not been given within three months of the time its validity expires, it is extended for one year at a time.

If an employers’ association or Unionen or Akademikerförbunden have given notice that the agreement is to terminate or have agreed to move the notice period forward, such notice or termination or agreement automatically applies to the areas of agreement concerned, provided the parties have not agreed otherwise.

Information
The amendments in Section 2, 2.2–2.5, Section 7, Section 9.2, Sections 13.3.5–13.3.5, 13.5 and the appendices concerning Provisions to Flexpension in Service Companies. Agreement Concerning Part Time for the Purposes of Retirement and Agreement Concerning the Negotiation Procedure in the Event of Legal Disputes enter into force on 1 November 2017.

Stockholm, 20 April 2017
Almega Service Companies Unionen
Gunnar Ekbrant Elin Svensson
Patrik Eidfelt Annika Flaten
Media Industries Employers’ Association Akademikerförbunden
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The agreement enters into force on 1 November 2017.

General rules

Section 1
The parties have entered into an agreement on the introduction of a system for Flexpensions in Service Companies in the area covered by the agreement. This agreement applies to all salaried employees that are covered by the general terms and conditions agreement and for whom the ITP agreement’s retirement pension provisions are or could have been applicable and involve a collective provision to the flexpension system. This means that as of 1 November 2017 the employer shall pay a supplementary premium to the ITP plan for salaried employees who have reached the age of 25 years, but are not yet 65, in accordance with point 7.2 in Section 1 and point 6.4 in Section 2 of the ITP plan.

Section 2
The supplementary premium shall be paid to Collectum beginning on 1 November 2017 and each month thereafter. The supplementary premium then increases in conjunction with future salary reviews in the collective agreement and in accordance with the procedures that apply to supplementary premiums to ITP 1 and ITPK within ITP 2. The premium shall be a complement to the insurance for ITP 1 or ITPK that the salaried employee has in their employment by the employer.

Note 1
If the collective agreement’s salary review date during the build-up phase is earlier than the salary review date in the benchmark agreements, the increase in the supplementary premium shall take place at the same time as the benchmark agreements’ salary review.

The parties shall as far as is possible assist Collectum with information about which employers are to make provisions to Flexpension in Service Companies.

Section 3
As of the agreement negotiations for 2017, the premium to Flexpension in Service Companies shall gradually be expanded with a delay of one year in relation to the benchmark associations’ agreements within the Confederation of Swedish Enterprise. This means that a provision to Flexpension in Service Companies is made in 2017 that corresponds to 2016’s level of 0.2 per cent. The parties are also in agreement that Flexpension for service companies is being expanded to the same level that applies to the benchmark associations within the Confederation of Swedish Enterprise with a delay of three years, however a maximum total of two per cent. This means that when the benchmark associations cease making provisions to Flexpension in Service Companies, further provisions shall be made to Flexpension in Service Companies in the three subsequent years so that the premium levels become the sale, however only up to...
a maximum premium level of two per cent. The parties conclude that the premium difference at the time of the introduction of Flexpension in Service Companies is 0.7 per cent.

Should the future scope for salary increases become significantly lower than that of the previous year, the parties shall begin negotiations on entirely or partly putting off the provision stipulated for the current year.

**Note**

Each year that the premium level in Flexpension in Service Companies is expanded, the scope for salary increases decreases in relation to the benchmark association’s cost benchmark by a corresponding level.

Costs for premium exemption insurance in Alecta and for the premium transfer to Collectum and the insurance companies along with administration costs shall be charged to the allocated premiums.

Compensation from the premium exemption insurance shall be paid in accordance with Collectum’s and Alecta’s terms and conditions for supplementary premiums to ITP 1 and ITPK.

**Section 4**

Employers that are encompassed by Flexpension in Service Companies can decide whether the company’s salaried employees are to have the opportunity to renounce their provisions to Flexpension. The salaried employee’s fixed cash salary is increased at the time they renounce by the corresponding current collective premium level at that time. Renunciation of this kind applies to the current employment at the employer, i.e. the legal entity. Renunciation does not have an impact on premiums previously paid to Flexpension in Service Companies.

If the employer has decided that the salaried employees at the company may choose to renounce their provisions to Flexpension, salaried employees who so desire can inform their employer of this on the following occasions:

- All salaried employees at the company can submit confirmation of their renunciation from 1 November 2017 at the earliest to 28 February 2018 at the latest.
- New salaried employees at the company can submit confirmation of their renunciation within the first two months of their employment.
- Salaried employees at companies who enter the system for Flexpension in Service Companies via a transfer of undertakings can submit confirmation of their renunciation only once the regulation concerning provisions begins to apply and for the subsequent two months.
- Salaried employees at companies who enter the system for Flexpension in Service Companies through a collective agreement in accordance with Section 7, first paragraph, can submit confirmation of their renunciation within two months of the collective agreement taking effect.
- Salaried employees at companies who enter the system for Flexpension in Service Companies through a collective agreement in accordance with Section 7, second paragraph, can submit confirmation of their renunciation only once the regulation concerning provisions begins to apply and for the subsequent two months.

**Note 1**

*In conjunction with the hiring, it is possible for the employer to state in the employment contract what the agreed salary and Flexpension in Service Companies are
and what the salary would be in the event the Flexpension is renounced. If the salaried employee chooses to renounce their provisions to Flexpension, confirmation of this can only be submitted once their employment has commenced.

Note 2
In cases where a newly employed salaried employee is granted annual leave in the period from June up to and including August and this period is entirely or partly within the scope of the two months that constitute the period in which the salaried employee has the opportunity to renounce their provisions to Flexpension, the period in which they have the opportunity to renounce shall be extended by the corresponding number of calendar days.

Exemptions from the above points apply to salaried employees who have not yet reached the age of 25 years for whom the opportunity to submit confirmation concerning renunciation of provisions to Flexpension only begins on the day of their 25th birthday and continues for the subsequent two months.

The employer shall document that the salaried employee has chosen to renounce their provisions to Flexpension in Service Companies in accordance with these rules and then notify Collectum. Should the question arise, the employer has to show that the salaried employee has chosen to renounce.

Note 3
The employer can change their position pursuant to this paragraph by making a new decision. If such a decision is made and the employer’s decision means that the salaried employees are given the opportunity to renounce their provisions to Flexpension in Service Companies, they can do so on the condition that the time limit(s) above allow it. If the employer’s decision means that their salaried employees are no longer given the opportunity to renounce, the previously permitted renunciations apply, provided nothing else has been agreed in accordance with Section 5 below.

Note 4
The parties are in agreement that a renunciation shall be the salaried employee’s own decision and may therefore not be conditional in relation to employment benefits in addition to that which is regulated in this agreement. Furthermore, the employer cannot generally require individual renunciations at the company in any other way.

Note 5
The central parties that conclude collective agreements shall have followed up how the opportunity to renounce Flexpension in Service Companies is handled by the companies and salaried employees by 31 March 2018. The parties shall then determine whether the rules above are to be amended. If nothing else is agreed, the above rules continue to apply.

Section 5
Salaried employees who have renounced provisions to Flexpension in Service Companies and have therefore obtained the collective premium level to Flexpension in Service Companies applicable at the time of the renunciation as salary can, if the employer agrees to this, retract their renunciation and obtain the current collective premium level as a pension premium instead. Whether the pension premium in accordance with the collective level is to be deducted from the salary is determined as per an agreement between the salaried employee and the employer.
Section 6
A salaried employee who has chosen not to renounce their provision to Flexpension in Service Companies can enter into an individual agreement with the employer concerning additional provisions other than those listed in the agreement for Flexpension in Service Companies. An individual agreement of this kind applies for as long a time and in the manner that the salaried employee and the employer have agreed.

If an individual agreement that has been entered into in accordance with what is stated in the first paragraph, the individually agreed additional provision is issued as salary to the salaried employee.

Note 1
The parties to this agreement concerning Flexpension in Service Companies shall work to ensure that such additional provisions are made within the scope of the pension plan ITP to ITP 1 or ITPK.

Note 2
The salary exchange system that is applied without a link to Flexpension in Service Companies is not affected by this regulation.

Section 7
Companies that are already encompassed by another flexpension system when they become bound by the collective agreement shall continue to expand the company’s premium level by the provisions made in accordance with Flexpension in Service Companies until such time as the company reaches the fully expanded premium level for Flexpension in Service companies as stated in Section 3.

Note 1
The completely expanded level of the provision to Flexpension in Service Companies stated in Section 3 only takes aim at premiums built up within the scope of central agreements concerning Flexpension/part-time pension.

For companies that were not previously encompassed by the flexpension system when they become bound by the collective agreement, the following applies in addition to that which is stated in Section 3:

• at the time of the first salary review following the company having become bound by the collective agreement, the scope for salary increases is issued in accordance with applicable salary agreements and the year’s potential premium provision to Flexpension in Service Companies.

• at the time of the second to the fifth years’ salary reviews following the company having become bound by the collective agreement, the scope for salary increases is issued in accordance with applicable salary agreements and the respective year’s potential premium provision to Flexpension in Service Companies. In addition, which does not result in any deduction from the scope for salary increases, one quarter of the collective premium level for Flexpension in Service Companies that applied at that time the company became bound by the collective agreement is issued that the time of the review.

The company can choose to introduce provisions to Flexpension in Service Companies for all salaried employees at a faster rate than that which is listed in this paragraph, which does not result in any deduction from the scope for salary increases in the applicable salary agreements. This is also not regarded as an individual agreement concerning additional provisions within the scope of the flexpension agreement.
**Note 2**  
*With respect to undertakings or parts of undertakings that are transferred from one employer to another through a transfer of undertakings such as is referred to in Section 6 b of the Employment Protection Act, the following applies when the acquiring company is bound by a collective agreement concerning Flexpension in Service Companies and the transferor company and acquiring company have expanded their respective premium levels differently. When the acquiring company’s collective agreement becomes applicable to the transferred salaried employees, the premium level for Flexpension in Service Companies that is listed in the acquiring company’s collective agreement applies.*

**Supplementary premiums to ITP 1**

**Section 8**  
The supplementary premium shall be paid at the earliest from the month of the salaried employee’s 25th birthday and for no longer than up to and including the month before the salaried employee’s 65th birthday.

**Section 9**  
The supplementary premium shall be calculated on the basis of the pensionable salary for pension benefits in accordance with ITP 1, point 6.

The supplementary premium is debited from the employer by Collectum on the basis of the same information that is used to calculate the premium for ITP 1.

**Supplementary premiums to ITPK within ITP 2**

**Section 10**  
The supplementary premium shall be paid for a salaried employee who was born in 1978 or earlier and for no longer than up to and including the month before the salaried employee’s 65th birthday.

**Section 11**  
The supplementary premium shall be calculated on the basis of the pensionable salary for pension benefits in accordance with ITP 2, point 3.

For salaried employees who have been granted part time for the purposes of retirement, the employer shall also continue to report their income on the basis of their previous employment rate.

**Note 1**  
*With respect to variable salary components, it is presumed that an agreement has been entered into with respect to how these are to be reported. An agreement is entered into on the basis of the previous employment rate, taking into account actual earnings, the new employment rate and any alterations to the salary system.*

**Section 12**  
The employer has a right to de-register a salaried employee who is on parental leave. When such time on parental benefit qualifies for a pension, the Confederation of Swedish Industry and PTK recommend that the employer continue paying the premiums to ITP 2 for the first eleven months of the parental leave. The parties to the agreement are therefore in agreement that this recommendation shall also apply to supplementary premiums to ITPK.
Payment rules

Section 13
Use of pension insurance that is based on the supplementary premiums for Flexpension in Service Companies takes place in accordance with the terms and conditions that apply to the use of ITP 1 and ITPK, respectively.

Section 14
Questions concerning the interpretation and application of this agreement are to be handled in accordance with the industry agreement’s negotiation procedure. With respect to questions where the application is dictated by the rules of the ITP plan, the interpretation and application of these terms and conditions should also take place in the ITP committee.

Employees who do not have ITP 1 or ITPK

Section 15
For salaried employees who are between the ages of 25 and 65 years and to whom the ITP agreement is or could have been applicable, but are not currently accruing ITP 1 or ITPK benefits with the employer, the employer enters into an individual agreement with the employee about how provisions to Flexpension in Service Companies is to be handled on the basis of the applicable circumstances. Such agreements can also be entered into between the employer and local trade union organisations.

Sections 4 and 5 also apply to salaried employees who are not currently accruing ITP 1 or ITPK benefits.

Joint information

Section 16
The parties to the collective agreement are shall draw up joint information materials in order to provide support with respect to the management of Flexpension in Service Companies. These material are to be distributed to companies, elected representatives and the companies’ salaried employees.
Appendix 2 to the general employment terms and conditions

Agreement concerning part time for the purposes of retirement

The agreement enters into force on 1 November 2017.

A salaried employee has greater opportunity to apply to the employer to reduce their working hours from the age of 62 years in order to make Flexpension possible. One prerequisite for entering into an agreement is that this can take place with reasonable consideration given to the demands and needs of the business.

A salaried employee who wants to use their right to apply shall do so in writing. The employer shall carefully examine the application and make an assessment of the feasibility of agreeing to part time.

If the employer and salaried employee agree that the salaried employee is to decrease their working hours, the position becomes a part-time position as soon as the agreement enters into force and has the employment rate stated in the agreement.

If agreement concerning reduced working hours is not reached, the employer shall inform the salaried employee and their trade union organisation (if there is a local branch/association at the company) of this and of the reasons why agreement cannot be reached. Both local and central negotiations concerning the application and the circumstances of this can then be called by the trade union organisation. In the event of negotiations, the salaried employee’s application to reduce their hours is considered to pertain to a reduction to 80 per cent.

If the negotiations do not lead to an agreement, the company’s assessment continues to apply. If agreement cannot be reached, this is not subject to legal scrutiny, provided the employer has examined the application and justified their assessment by referring to the demands and needs of the business.

For a salaried employee who has entered into an agreement in accordance with the above regulations and belongs to ITP 2, the employer shall continue to report their income to Collectum on the basis of their previous employment rate. However, this obligation ceases if the salaried employee takes a job at another company or in some other way undertakes activity of an economic nature that may provide the salaried employee with an income.

The preferential right to employment at a higher employment rate as per Section 25 a of the Employment Protection Act does not apply to salaried employees who have reduced their working hours for the purpose of retirement.

Note 1
The parties are in agreement that the agreement shall be adapted to the statutory pension regulations applicable at any time.

Note 2
With respect to variable salary components, it is presumed that an agreement has been entered into with respect to how these are to be reported. An agreement is entered into on the basis of the previous employment rate, taking into account actual earnings, the new employment rate and any alterations to the salary system.
Salary agreement between Unionen and Almega Service Companies and the Media Industries Employers’ Association for the Salaried Employees’ Agreement

1 Salaries

1.1 Overall objective of wage formation

Wage formation is an important driving force for good performance, good results and individual development. By such means, wage formation contributes to fulfilment of objectives, productivity, increased profitability and development in the company, which creates the conditions for good salary development and job security.

Wage formation is linked to the company’s overall objectives and takes place in the light of the company’s overall financial and market conditions and employees’ work, performance and development, as well as relevant factors in the wider world.

The focus of the agreement is on creating a process in which the results achieved by the salaried employee, their expertise and their proficiency is tied to how their individual salary develops. This provides the salaried employee with the opportunity to influence how their own salary develops and the wage formation contributes to the company’s development.

A trusting collaboration between the company’s senior management, managers, salaried employees and local trade union representatives is a prerequisite for a good wage formation.

Based on this agreement, the company’s salary policy and the company’s circumstances and needs, the parties shall plan the salary review by going through the prerequisites, objectives and direction and forms etc. When representatives of Unionen have not been reported to the employer, the employer instead works together directly with the employees in applicable parts and implements the salary process in accordance with this agreement.

1.2 Rules for setting salaries

Basic premises

Companies that are profitable and developing create the financial prerequisites for an increase in real-terms salaries.

It is of great importance to companies’ development and competitiveness that they can have salaried employees with the right skills who are given the opportunity and motivation to develop these skills throughout their working life. If their are salaried employees whose skills and salaries are developing unfavourably, specific attention shall be directed towards them.

If so required, the parties can, in conjunction with the establishment of a schedule, initiate the negotiations by going through the meaning of the agreement in order to eliminate any lack of clarity.
The run through and planning stage involves discussing:
- experiences from the salary process and previous salary reviews
- the financial and market conditions
- current salary structure and the future requirements for change that are identified
- how the salary process is to prevent improper salary differences due to gender
- objectives and priorities and associated salary criteria for the forthcoming salary review on the basis of salary structure and the change requirements identified
- forms and prerequisites for the salary review
- schedule for the salary process.

Information about the salary process and its schedule is submitted in an appropriate manner to managers and employees.

When surveying salaries in accordance with the Swedish Discrimination Act, the local parties should find and develop form of cooperation.

**The individual salary system**

Salaries shall be individual and differentiated.

Market forces and the local parties perception of a certain salary structure in the company also influence salaries. Every salaried employee shall know on which grounds their salary is set and which requirements apply in order to obtain an increased salary.

The employer and salaried employee have a joint responsibility for skills development. Increased knowledge and experience means that the salaried employee can develop in order to perform duties that are more advanced and more demanding in terms of responsibility.

It is of major importance that the assessment of the factors that influence salaried employees’ salary takes place on the basis of grounds that are as objective as possible. Factors used when setting salaries individually shall, of course, be gender neutral.

**Setting salaries, general**

Achieving the objective of a good wage formation requires the company to have a grounded salary policy that is clear and is based on the agreed rules for salary setting and which is well known.

The salaried employee’s salary shall be determined with consideration given to:
- the content and difficulty of their duties and the resultant responsibility, as well as the salaried employee’s performance and ability to fulfil set objectives
- financial responsibility
- operational responsibility
- responsibility for personnel
- knowledge and experience
- ability to lead, take the initiative and collaborate and
- the wealth of ideas the salaried employee provides and their educational skills.
Salary increases

- Salary increases for individual allocation are distributed on the basis of the rules in this appendix.
- If the salaried employee has been given duties that are more advanced and more demanding of responsibility, this shall result in a further salary increase in addition to the general scope.

Performance review

Manager and salaried employee shall do a performance review each year. The performance review meeting between the manager and the salaried employee is a necessary means by which to obtain a basis on which to assess the development interventions for the salaried employee and how their salary is set. Reviews are conducted at the instigation of the employer. The aim is to establish in a dialogue with the salaried employee, their development needs and individual objectives.

Performance reviews normally encompass

- follow-up of previous reviews
- work situation and work environment-related issues
- duties, responsibilities, any changes in the work content
- the companies skills requirements in the short and long term and the salaried employee’s needs and desires with respect to skills development
- evaluations of the past year and expected results and individual objectives.

The employer and the individual salaried employee have a joint responsibility for the salaried employee’s skills development. Performance reviews or equivalent are an important foundation for the planning of skills development.

The results of the performance review, including skills planning, are documented in an appropriate manner by the employer and the employee.

Salary discussion

Salary discussions are conducted between manager and salaried employee. The discussion takes place at the instigation of the employer.

The salary discussion is a dialogue about the salary on the basis of the salaried employee’s work, results and development, as well as their contribution to the company’s operations in the past year. The performance review forms the basis of the salary discussion.

The salary discussion normally encompasses:

- a run through of the salaried employee’s duties, responsibilities, performance and any changes in the content of their work, as well as their development and skills development
- a follow-up of the salaried employee’s objectives and how they have fulfilled these, their results and their contribution to the company’s operations and business development
- the salaried employee’s salary in relation to the company’s salary policy, criteria for setting salaries, salary structure etc.
- the individual salary increase in the current salary review and how the salaried employee can influence how their salary increases in future.
Information about the new salary (salary justification)
Once new salaries are set, the manager notifies the salaried employee of their new salary and justifies this in a separate discussion in accordance with the negotiation procedure. It is natural that the justification is linked to the performance review and salary discussion that the manager and salaried employee have had.

Actions in the event of a low salary increase
The basic premise is that everyone contributes to the company’s operations and development and shall therefore have a salary increase in conjunction with the salary review. A salaried employee who does not demonstrate sufficient performance or does not fulfil set objectives obtains no or a markedly low salary increase.

When a salaried employee has obtained no or a markedly low salary increase, specific talks are to be held between the manager and salaried employee about their suitability for their duties, their need for interventions to improve their skills or other appropriate actions.

The employer shall report to the trade union organisation the number of members who are not living up to expectations and therefore have an action plan.

An action plan containing a schedule and follow-up shall be drawn up for these salaried employees. The action plan shall be in writing and drawn up jointly by the manager and the salaried employee. If a member so desires, the employer shall report the action plan to the local trade union organisation for discussion. The actions in the plan shall aim to allow the salaried employee to obtain the prerequisites for their salary to develop in a positive direction in future.

The manager and salaried employee shall come to an agreement about how, when and to what extent follow-up is to take place. The manager and salaried employee shall evaluate the action plan. If Unionen’s member so requests, a trade union representative can also participate in the evaluation. Follow-up takes place at the time of the next performance review, at the latest.

In order for an action plan to be drawn up for two consecutive years, the employer shall first request negotiations with the local trade union organisation.

If the local parties so desire, central parties can conduct advisory salary consultations concerning the salary process in order to provide advice and experience.

Setting salaries for new employees and in the event of promotion
• The local parties should collaborate with respect to how salaries are to be set for new employees and in the event of changes to duties/promotion.
• If the local trade union organisation so requests, the employer’s decision concerning an appropriate starting salary for the person in question shall be proceeded by negotiations. The local parties should find rational forms for this collaboration.
• The starting salary shall be set in parity with equivalent positions within the company and adopted in accordance with the rules in this appendix and the company’s salary policy and on the basis skills (training and experience) and the influence of market forces.
• A salaried employee who has obtained entirely or partly new duties that can be regarded as a promotion shall obtain a salary increase separate from the salary agreement. Such a salary increase shall normally take place in conjunction with the change.
Salary conditions
- There shall be a difference in salary between salaried employees in management positions and subordinate staff who do not have specialist positions. When setting salaries and comparing salaries, benefits in addition to salary shall also be taken into account.
- The basic principle is that men and women shall have the same salary for work that is the same or can be considered equivalent.
- Salaried employees with a large amount of experience within their job/professional field shall not have an unfavourable increase in salary in relation to salaried employees with less experience.
- Salaried employees who have been or are on parental leave shall not, as a result of being on leave, have an unfavourable increase in salary in relations to the company’s other salaried employees.
- In the case of salaried employees who have not obtained an acceptable salary increase, specific talks are to be held between the manager and salaried employee about their suitability for their duties, their need for interventions to improve their skills or other appropriate actions.

1.3 Calculation of the scope for individual salary increases
The total scope for individual salary increases is calculated as 2.0 %, 1.8 % and 2.3 % of the sum of fixed cash salaries for salaried employees on 30 April 2017, 30 April 2018 and 30 April 2019.

Distribution of individual salary increases
The scope that has been formed as above shall be distributed individually in accordance with the rules for setting salaries, point 1.2.

Individual salary increases shall be awarded as of 1 May 2017, 1 May 2018 and 1 May 2019.

1.4 Lowest salaries
If the salaried employee has reached the age of 20 or 24 years, respectively, by 30 April 2017, 30 April 2018 and 30 April 2019, respectively, their salary shall be no less than

<table>
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<tr>
<th>Year</th>
<th>Age 20</th>
<th>Age 24</th>
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<tbody>
<tr>
<td>2017</td>
<td>SEK 17,170</td>
<td>SEK 19,895</td>
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<tr>
<td>2018</td>
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<td>SEK 20,253</td>
</tr>
<tr>
<td>2019</td>
<td>SEK 17,881</td>
<td>SEK 20,719</td>
</tr>
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The salaried employee’s contribution to the scope is used in order to achieve an appropriate salary amount. If the sum of this is not sufficient to achieve the salary amount, the remaining part shall be contributed outside of the available framework for salary increases.

The stated lowest salaries pertain to salaried employees with full-time positions. When applying these amounts to part-time employees, the amounts are to be recalculated in proportion to the percentage of full time.
“Salary” here denotes

• fixed cash salary

• benefits in kind in the form of food or accommodation as per the Swedish Tax Agency

• in the event of commission, profit-share and similar variable forms of salary: the average value thereof in accordance with the standards that apply for the determination of pensionable salary in accordance with the ITP agreement.

The stated salary amounts also apply to substitutes, who are otherwise exempted from the application of the salary agreement in accordance with point 2.2.

A salary increase to the amounts stated above need not be awarded if the salaried employee has an impaired work capacity. In such cases, local salary agreements are entered into.

1.5 Introductory salary

Introductory salary can be applied on the condition that

• the introduction and training programme and the schedule have been approved by the local trade union organisation and

• the salaried employee lacks experience of the duties in question

Introductory salary is applicable to new employees who are between the ages of 20 and 23 years at the time they start and must undergo planned training in connection to the job.

The salary for such salaried employees shall amount to at least 75 per cent of the lowest salary for salaried employees who have reached the age of 20. Introductory salary is payable for a maximum of 12 months, but only during the agreed introductory period.

2 Scope

2.1 Scope

This salary agreement encompasses salaried employees who have begun working for the company, at the latest, on 30 April 2017, 30 April 2018 or 30 April 2019.

2.2 Exemption of certain categories

The salary review does not encompass a salaried employee who, on 30 April 2017, 30 April 2018 or 30 April 2019,

• have not yet reached the age of 18 years or

• are employed as a substitute or intern or otherwise for a fixed term, specific season or specific job and whose employment has not been continuous for six months or

• is employed on a trial basis and has either not transitioned directly from previous employment in which they have been encompassed by a salaried employees’ agreement concerning general terms and conditions, or whose employment has not run continuously for six months or

• is in a position that is a second job or
• continues to work for the company after they have reached the retirement age or have been employed by the company after having reached the retirement age that is applied therein.

An agreement can be entered into that a salary increase shall be awarded to a salaried employee who is exempted from the salary agreement in accordance with the above. In which case, the provisions in this salary agreement shall serve as a guide.

If a salaried employee who, on 30 April 2017, 30 April 2018 or 30 April 2019, was employed as a substitute or on a trial basis and, according to the first paragraph, is not encompassed by the salary review obtains permanent employment at the company during the agreement period, the provisions in this agreement shall serve as a guide when setting the salaried employee’s salary.

A salaried employee who, on 30 April 2017, 30 April 2018 or 30 April 2019, is on leave of absence for at least the subsequent three month for reasons other than illness or parental leave is exempted from this salary agreement, provided nothing else has been agreed. When the salaried employee returns to work, their salary shall be determined on the basis of the same standards that applied to other salaried employees at the company in accordance with this agreement.

2.3 Salaried employees who have ended their employment
If a salaried employee has ended their employment on 1 May 2017, 1 May 2018 or 1 May 2019, or later and has not received a salary increase in accordance with point 1.3, they shall notify the company of their demand to that effect within one month of the salaried employees at the company having been informed that the salary review is complete. If the salaried employee fails to do so, this salary agreement no longer grants them any entitlement to a salary increase.

2.4 Salary review for certain new employees
If the company and a salaried employee have entered into an employment contract and thus a certain salary on 1 November 2016, 1 November 2017 or 1 November 2018 and they have also explicitly agreed that the agreed salary shall apply regardless of the salary review for 2017, 2018 or 2019, respectively, the salaried employee shall not be encompassed by the salary agreement.

2.5 Already completed salary review
If, pending this salary agreement, the company has already awarded general and/or individual salary increases, these shall be deducted from what the salaried employee obtains when applying point 1.3, provided no explicit local agreement otherwise has been entered into.

3 Application rules

3.1 The term “company”
In the case of a company that has its operations located in various places or has more than one unit in the same place, the following applies when calculating the framework for salary increases in accordance with point 1.3. If this has been a distinct practice at the company when applying previous salary agreements or if a local agreement to this effect has been entered into, “company” denotes the company as a whole, otherwise the agreement is applied on a unit-by-unit basis.
3.2 Retroactive recalculation
In the event that this salary agreement is applied retroactively, the following applies with respect to sickness deductions etc., leave of absence deductions and overtime pay that has been paid out.

Individual recalculation of sickness deductions etc. shall take place as per the following:

- Sickness deduction up to and including the 14th calendar day shall be recalculated retroactively.
- Retroactive recalculations shall not take place for sickness deductions as of the 15th calendar day other than to the extent that the salary increase is taken into account when setting the sickness benefit.

Leave of absence deductions shall be recalculated retroactively. The recalculations shall take place individually.

Overtime pay shall be recalculated retroactively. The recalculations shall take place individually.

3.3 Change in working hours
If the number of working hours for all or some of the company’s salaried employees changes on 1 May 2017, 1 May 2018 or 1 May 2019 or later, the salaried for the affected salaried employees shall be amended in proportion to the change in working hours.

4 Commission

4.1
For salaried employees remunerated through commission and profit-share, there should be an aim – taking into account that it is in the nature of these forms of salary that the individual salaried employee’s earnings can vary – to ensure that their earnings increase in line with those of other salaried employees in the long term.

5 Certain pension matters

5.1 Pensionable salary increases
If a salary increase is awarded to a salaried employee as denoted in point 2.3 and is entitled to a pension, the increase shall not be pensionable. However, if their employment has ended because of retirement, the salary increase shall be pensionable.

5.2 Notification of pensionable salary
As is the case for pensionable salary, companies shall notify Collectum or PRI of salary increases as of 1 May 2017, 1 May 2018 and 1 May 2019 in accordance with point 1.3.
Negotiation procedure when reviewing salaries

The parties are in agreement concerning the following negotiation procedure for salary reviews on 1 May 2017, 1 May 2018 and 1 May 2019.

a) The salaried employees shall submit written information about the members concerned and the represented appointed thereby by 25 August 2017, 9 February 2018 and 8 February 2019, respectively, at the latest.

The company shall submit written notification of the new salaries it intends to award to the salaried employees concerned to the appointed representatives by 15 September 2017, 2 March 2018 and 1 March 2019, respectively, at the latest.

b) If the salaried employees wish to call for local negotiations concerning this, a notification to that effect containing proposed revisions by the representatives of the salaried employees shall be submitted to the company by 29 September 2017, 16 March 2018 and 15 March 2019, respectively, at the latest. The local salary negotiations shall begin as soon as possible and conclude by 13 October 2017, 29 March 2018 and 29 March 2019, respectively, at the latest.

c) If the local negotiations as per b) do not lead to a settlement, the matter may be referred to central negotiations between Almega Service Companies and the Media Industries Employers’ Association and Unionen. The request for central negotiations shall be made in writing and be called for by Almega Service Companies and the Media Industries Employers’ Association and Unionen by 27 October 2017, 13 April 2018 and 12 April 2019, respectively, at the latest, after which it falls to Almega Service Companies and the Media Industries Employers’ Association and Unionen to establish a suitable day for central negotiations without delay.

Note
The local parties are entitled to enter into an agreement concerning departures from the negotiation procedure stated under points a) and b).

d) In the event that the negotiation procedure has not been set in motion in accordance with a) because there is no local trade union representation, the employer shall set new salaried in accordance with the salary agreement. The employer shall notify members of the new salaries it intends to award by the date listed in a), second paragraph, at the latest. Unionen then has the right to request negotiations by the date listed in b), at the latest. The negotiation procedure in b) and c) then applies.

Prior to the negotiations, Unionen shall inform the employer of whom are members, after which the employer supplies lists of the proposed new salaries for these.
Local salary agreement

Introduction
The traditional central salary agreement states how salary increases are to be worked out, for example in kronor, per cent and distribution of pots. This agreement is an alternative and states no such rules. It is the employer and the local trade union organisation who together agree on how the negotiations are to be organised, the scope for salary increases and the individual distribution.

Conditions
Application of this agreement is initiated by the employer confirming, in accordance with the specified negotiation procedure, this with the local salaried employees’ party at the company by 25 August 2017, 9 February 2018 and 8 February 2019.

According to this agreement, local salaried employees’ party denotes, of course, a salaried employees’ trade union branch or, in the absence of this, elected trade union representatives with authorisation to negotiate salaries.

Information about the implications of the agreement is provided to all salaried employees. The employer and the local salaried employees’ party concerned put together this information.

Prior to each salary review, the employer and the local salaried employees’ party concerned shall make a joint assessment of the company’s financial conditions. The local salaried employees’ party concerned shall obtain all relevant information that is required for the negotiations, for example the company’s results and future prospects, the finances of the various profit centres, sales statistics etc.

A joint assessment shall also encompass the salary situation in the company. For example salary increases in the past two years, “internal salary statistics” and differences in salary between different groups, for example between men and women.

Following the completion of each salary review pursuant to this agreement, the employer and the local salaried employees’ party shall conduct a joint evaluation of the review.

A local salary agreement has the same validity period as the central salary agreement and expires at the same time as the central agreement, regardless of local regulations.

Rules for setting salaries
Basic premises
Companies that are profitable and developing create the financial prerequisites for an increase in real-terms salaries.

It is of great importance to the companies’ development and competitiveness that they can have salaried employees with the right skills who are given the opportunity and motivation to develop these skills throughout their working life. If there are salaried employees whose skills and salaries are developing unfavourably, specific attention shall be directed towards them.
The individual salary system
Salaries shall be individual and differentiated. Market forces and the local parties perception of a certain salary structure in the company also influence salaries. Every salaried employee shall know on which grounds their salary is set and what they can do to increase it.

The employer and the salaried employee shall contribute to the development of the salaried employee’s skills. Increased knowledge and experience means that the salaried employee can be developed in order to perform duties that are more advanced and more demanding in terms of responsibility.

It is of major importance that the assessment of the factors that influence salaried employees’ salary takes place on the basis of grounds that are as objective as possible. The performance review can be a means by which to obtain a basis on which to assess the development interventions for the salaried employee and how their salary is set.

Setting salaries
The salaried employee’s salary shall be determined with consideration given to

- the content and difficulty of their duties and the resultant responsibility, and
- the salaried employee’s performance and ability to fulfil set objectives
- financial responsibility.

Important factors that shall also be considered when setting the salary are the salaried employee’s

- knowledge and experience,
- ability to lead, take the initiative and collaborate and
- the wealth of ideas the salaried employee provides and their educational skills.

Salary increases

- It is of great importance that the company has a well-developed and grounded salary policy.
- If a salaried employee has been given duties that are more advanced and more demanding of responsibility, their salary shall reflect this.
- A salaried employee who has been assigned entirely or partly new duties that can be regarded as a promotion shall obtain a salary increase separate from the salary agreement. Such a salary increase shall normally take place in conjunction with the promotion.
- Salary increases that are to be distributed individually in accordance with this agreement must be distributed on the basis of the above premises.

Salary conditions

- There shall be a difference in salary between salaried employees in management positions and subordinate staff who do not have specialist positions. When setting salaries and comparing salaries, benefits in addition to salary shall also be taken into account.
- Men and women shall have the same salary for work that is the same or can be regarded as equivalent, provided the differences in salary are not due to factors that apply to the setting of individual salaries.
• Salaried employees with a large amount of experience within their job/professional field shall not have an unfavourable increase in salary in relation to salaried employees with less experience.

• Salaried employees who have been or are on parental leave shall not, as a result of being on leave, have an unfavourable increase in salary in relation to the company’s other salaried employees.

• In the case of a salaried employee who has not obtained an acceptable salary increase, specific talks are to be held between the manager and employee about their suitability for their duties, their need for interventions to improve their skills or other appropriate actions.

Starting salaries
Starting salaries denotes the setting of salaries for new employees, in the event of promotion and when the salaried employee has been given new duties in the company.

• The starting salary shall be set in parity with equivalent positions within the company.

• When doing so, consideration shall be given to the wider world, the salaried employee’s knowledge and experience and the demands placed on them in their new position.

• The starting salary shall be set in accordance with the basic premises of the individual salary system and the principles for starting salaries indicated above. Increased capability and experience shall result in an increased salary.

• If the local trade union organisation so requests, the employer’s decision concerning an appropriate starting salary for the person in question shall be proceeded by negotiations. The local parties should find rational forms for this collaboration.

Negotiation procedure

The negotiation procedure below applies

1) By 25 August 2017, 9 February 2018 and 8 February 2019, at the latest, the employer shall notify the local salaried employees’ party of its desire to apply a local salary agreement. According to this agreement, local salaried employees’ party denotes, of course, a salaried employees’ trade union branch or, in the absence of this, elected trade union representatives with authorisation to negotiate salaries.

2) The employer and local salaried employees’ party shall jointly inform all salaried employees concerned about the implications and aim of the agreement. Should the parties subsequently find continued implementation unproductive, it shall be terminated and transition as soon as possible to negotiations in accordance with the provisions of the central salary agreement.

3) If the local parties agree to continue applying a local salary agreement, a negotiation procedure shall be drawn up, i.e. when the negotiations are to start and when they are to be concluded. In conjunction with this, the local salaried employees’ party shall inform the employer of which salaried employees it is representing in the negotiations.

However, the negotiations shall be conducted in such a manner that they can be concluded prior to the time stated in point 5 below.
4) During the negotiations, the local parties can request advice/assistance from the central parties.

5) If the local parties, with or without advice from the central parties, are not able to reach agreement, the negotiations pursuant to this agreement shall be terminated. After this, the employer and the local salaried employees’ party shall initiate negotiations in accordance with the central salary agreement as soon as possible, but by 15 September 2017, 2 March 2018 and 1 March 2019, at the latest. If no local agreement is reached, central negotiations shall be called for within ten days of the end of the local negotiations.

Working procedure and the managers’ responsibilities

A manager shall discuss results and the link to salary level with each of their subordinates. The central parties concerned shall produce a joint document that can be of help during such discussions. Every manager shall devote particular care to those employees who, in the company’s view, are not achieving the objectives that have been agreed and are therefore being given a lower salary increase than the majority of the employees in the group/company. Such employees shall be given the opportunity to improve their performance, for example through training and changes to how work is allocated and organised. A specific plan for such interventions shall be drawn up.

If the local salaried employees’ party or member concerned so requests, the local salaried employees’ party shall contribute in the event of such changes/development interventions as may be required to achieve a positive change in results.

Developments shall be monitored continually by a manager and union representative. Major demands are placed especially on analysing the reasons why some salaried employees receive lower salary increases than the majority in the group/company. The employer cannot maintain that it is due to an individual employee failing to fulfil objective if opportunities to undertake development interventions are not provided.

Evaluations of the salary review

The employer and local salaried employees’ party shall conduct a joint evaluation following the conclusion of a salary review. The following points should be taken into account:

- The employees’ and senior management’s general reactions to the attempt to set salaries locally without traditional central salary agreements.
- The managers’ ability to inform colleagues about the new salaried in relations to duties and performance.
- Results of specific development interventions for certain salaried employees.
- For example, have unreasonable salary differences between men and women been corrected? Comparisons with what is known about salaries at competitors within the industry.
- Comparisons with salary increases at the company in previous years.
- Changes that need to be made in order to continue with a local salary agreement in the next agreement period.

Each party can also conduct their own evaluations in order to establish how its own objectives and expectations have been fulfilled.