

English translation of the Collective Agreement between  
Swedish Commerce (Svensk Handel) and Unionen.

**MAY 1, 2025 – APRIL 30, 2027**

## **Salaried Employees within the Retail Trade Industry**



# **Collective Agreement**

**SH** Svensk  
Handel

**unionen**

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# May 1, 2025 – April 30, 2027

## Collective Agreement

between

**SVENSK HANDEL**

and

**UNIONEN**

regarding

Salaried Employees within the Retail Trade Industry

(*Sw: ”Kollektivavtal för tjänstemän inom detaljhandeln”*)

**Disclaimer:** Please note that this is an unofficial Svensk Handel translation of the Collective Agreement regarding Salaried Employees within the Retail Trade Industry. Svensk Handel cannot guarantee that the translation is correct in all aspects. If there are any differences between the English translation and the Swedish original agreement, the Swedish agreement will have priority over the English translation in every circumstance.

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A line in the margin indicates a material change compared to the 2023 version of the agreement

## **List of special agreements that are not included herein**

- Work Environment Agreement, 2011
- Agreement on supplemental pension for the industry and trade sectors – the ITP agreement, 1977
- Agreement on Group Life Insurance (TGL), 1976
- Main agreement on security, transition and employment protection 2022
- Work Injury Insurance (TFA), 1974
- Development Agreement, 1982
- Agreement on the Trade Development Council, 2015
- Agreement on the use of competition clauses in employment contracts, 2015
- Agreement on the rights to salaried employee inventions, 2015
- Agreement on social security and work abroad, 1985
- Agreement on provisions for part-time retirement, 2016\*
- Agreement on Regulation upon Asbestos Exposure, 1988
- Agreement on Emergency Preparedness, 1989
- Addendum Agreement on the application of part-time pension, 2018
- Collective Agreement on Group-wide reporting channels, 2022
- Agreement on getting established employment with Unionen, 2023-2027
- Agreement between employer organisations within the Confederation of Swedish Enterprise and employer organisations within the Swedish Confederation of Professional Employees concerning the exchange of certain information and clarification concerning collective agreement binding for seceded employers and that permanent contracts are fixed term at secession 2025

*\*During the current agreement period, premiums for part time pension will increase with (total premium in brackets):  
0.2 percent from 1 May 2025 (in total 1.7 percent)*

# Agreement

between Svensk Handel and Unionen regarding general terms and conditions applicable to salaried employees within the retail trade industry.

## § 1 Scope of agreement

### 1.1 Scope

This agreement applies to companies affiliated with Svensk Handel and which are specified in a separate list at the date of this agreement.

This agreement applies to those employees within the company, whose work duties mainly consist of such work duties, which are in general considered to be work duties of a white-collar worker according to the conditions set out in the agreement of April 2, 1998, between Svensk Handel and HTF.

### 1.2 Application

A written request by either party is required in order for the agreement to apply at a company. In accordance with the agreement of April 2, 1998, between Svensk Handel and HTF, this agreement thereafter comes into force from and including the first day of the following month, unless otherwise agreed.

#### 1.2.1 Optional parts of the agreement

If the local parties wish to derogate from a part of the agreement, the central parties will consider the proposal.

### 1.3 Exemptions

This agreement does not apply to

- salaried employees in management positions
- salaried employees whose employment is a sideline occupation, except in relation to sick pay during the employer's period according to Section 9 of this agreement.

## **1.4 Retirement age**

In relation to salaried employees who have achieved the ordinary retirement age applicable to them according to the ITP plan, (currently 66 years according to ITP 1 and 65 years according to ITP 2) the employer and the salaried employee may agree that employment terms different to those set out herein will apply.

The same applies to persons hired after having reached the ordinary retirement age applicable at the company.

## **1.5 Expatriates**

The employment terms for expatriates are regulated by

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

Additionally, the “Agreement on social security and work abroad” applies to the employees who are subject thereto.

## **1.6 Management – union affiliation**

At the request of the employer, employees in management positions must refrain from membership in unions that are party to this Agreement. This also applies to the CEO’s secretary and, in large companies, the Head of Human Resources and his/her secretary.

# **§ 2 Employment**

The types of employment listed below are an exhaustive regulation of the forms of employment that are applicable under this agreement.

## **2.1 Permanent employment**

An employment is permanent unless the employer and the employee have agreed that the employment should be for a fixed term or probationary.

## **2.2 Terms for fixed-term employment contracts**

The employer and the employee may agree to conclude a fixed-term

employment contract:

- for interim staff
- for an agreed fixed term
- for employees who have reached the ordinary retirement age according to the ITP plan (currently 66 years according to ITP 1 and 65 years according to ITP 2).

**Note**

*The term “interim staff” also refers to the filling of a vacant post for a maximum of six months if the employer and the local trade union are unable to agree otherwise.*

A fixed-term contract shall comprise a minimum employment period of seven days if the employer and the employee do not agree on a shorter term of employment.

Local parties can also agree on a shorter term of employment.

**Note**

*If the trade union considers that the possibility of individual fixed-term contracts for a period shorter than seven days is being abused, the union may, after local and central negotiation, revoke the possibility for the employer to continue to make such individual agreements. The possibility of withdrawal does not apply when local parties have reached an agreement. Abuse means that the employer repeatedly recruits for a short period of time, despite the fact that the business needs could be met by permanent employment or longer fixed-term employment. In the event of suspicion of abuse, the trade union is entitled to have access to all employment contracts where individual agreements have been reached on periods of employment shorter than seven days.*

*The purpose of a local agreement is that the employer and the trade union together review the type of situations where such a short-term employment need, periodically or recurrently, occurs within the business and in advance agree on exceptions for these or, alternatively, in an individual situation make a local agreement.*

## **2.3 Conversion rules for interim staff and fixed-term contracts**

An interim contract or an agreed fixed-term contract is converted to a permanent employment when the employee has been employed by the employer as interim staff and/or with a fixed-term contract for a total of more than 36 months over a five-year period.

### ***Note***

*Employees may, after the date of conversion to permanent employment, enter into a written agreement with the employer to decline the conversion in question. Such an agreement is valid for six months. The employee may then again decline permanent employment under this rule. For anyone who has reached the ordinary retirement age (currently 66 years according to ITP 1 and 65 years according to ITP 2), a fixed-term contract or an interim contract will not be converted to permanent employment. The main rule is that such right to an agreed fixed-term contract and an interim contract remains unchanged in the event of a conversion, unless the employer and the employee agree otherwise. In the event that the parties have not reached an agreement and the rate of employment shortly before the conversion date deviates significantly from the average employment rate calculated over the last twelve months, this shall be set as the average in the contract for permanent employment.*

### **Transition rules**

The rules regulated in 2.2 and 2.3 came into force on 1 November 2017. For conversion to permanent employment, only employment periods earned in employment entered into 1 November 2017 or later are considered.

For employment agreements made before 1 November 2017, the previous rules for such employment apply in full.

## **2.4 Priority rights for fixed-term employment contracts**

There is no priority right for re-employment for fixed-term employment contracts which are expected to last for no more than six weeks. However, the priority right does apply if several consecutive employment contracts are concluded with a total duration exceeding six weeks.

**Note**

*The parties note that six weeks means 42 calendar days.*

## **2.5 Probationary period employment**

Probationary period employment contracts may be concluded when the objective is that the employment will convert into a permanent employment contract after the probationary period. The maximum term of the contract is six months. If the employee has been absent during the probationary period, the employment may be extended, by agreement, with a corresponding period.

If the probationary employment does not convert into a permanent employment contract, the employer must state the grounds for his/her decision at the request of the employee.

## **2.6 Notice of probationary period employment**

Before the employer and the employee conclude an agreement on probationary period employment, the employer should notify the relevant union branch, if practically possible. However, the notice must be submitted within one week from concluding the employment contract.

If requested, the employer must consult with a union representative.

# **§ 3 General rules of conduct**

## **3.1 Loyalty**

The relationship between the employer and the employee is based on mutual loyalty and trust. The employee must be discrete in relation to the employer's affairs, such as pricing, computer systems, surveys, operating conditions, business matters, etc.

## **3.2 Competing activities**

An employee may not carry out work or, directly or indirectly, conduct economic activities for a company that competes with the employer. An employee may not accept assignments or conduct activities that may adversely affect his or her job. A person who intends to accept

assignments or more extensive sideline activities must therefore first consult with the employer.

### **3.3 Elected offices**

An employee has the right to accept elected office at state, municipal and trade union levels.

## **§ 4 Working hours**

In relation to working hours the Agreement on Working Hour Provisions for Salaried Employees within the Retail Trade Industry (DT-agreement), Annex 1, applies with the following additions.

### **4.1 Full-time employees**

#### **4.1.1**

Ordinary working hours for full-time employees, not including breaks, are on an average during a calendar year, 40 hours per non-holiday week, if an agreement on a shorter calculation period, for instance a 6-week schedule, is not locally agreed upon. The ordinary weekly working hours must not exceed the average working hours by more than five hours per week. When office staff have shorter working hours than what is stipulated in the agreement, such working hours must be maintained.

#### **4.1.2**

The weekly working hours shall be reduced by eight hours for each public holiday that occurs on a day that is not a Sunday. The employee is entitled to a reduction of the ordinary working hours by two additional hours in weeks when Easter Eve, Whitsun Eve, Midsummer's Eve, Christmas Eve or New Year's Eve occurs. For employees with a 'fixed' day off scheduled, no reduction occurs if a public holiday or the eve of a public holiday falls on such day off.

#### ***Note 1***

*For employees with shorter weekly ordinary working hours, the weekly working hours are reduced by the number of hours the employee was supposed to work during said public holiday.*

**Note 2**

*Employees that are covered by the current section (§ 4) are, according to the conditions stated in Section 10.1.1, entitled to one day's paid leave in years when the national day, June 6, falls on a Sunday.*

**4.1.3**

Working hours scheduled during a non-holiday week may not comprise more than 5 working days. The aim is to schedule the days off systematically, in a “rolling” 5-day per week schedule. If this is not the case, 12 of the days off each year must be Saturdays. An agreement to schedule days off differently may be made on a collective or individual basis.

**4.1.4**

The employer's right to exchange cash compensation for rescheduled working hours for compensatory leave, may only be used for scheduling full days off. Other types of exchanges require a local agreement on a collective or individual basis.

**4.1.5**

Scheduled days off according to Section 4.1.3 must be accommodated within the scheduled working hours, possibly increased by compensatory leave for rescheduled hours.

**4.1.6**

An agreement may be made between the employer and the local union to schedule the ordinary 40-hour work week differently.

**4.2 Part-time employees**

The work week for part-time employees may not contain more than 5 working days unless an agreement regarding different scheduling has been made on an individual basis.

A part-time employee scheduled for at least 5 days per week shall have 12 non-scheduled Saturdays per calendar year unless an agreement regarding different scheduling has been made on an individual basis.

## **4.3 Common rules applicable to full-time employees and part-time employees.**

### **4.3.1**

Days off (for full-time and part-time employees) must be scheduled in such a way that the employee gets time off either on Christmas Eve or New Year's Eve. Time off shall be granted on Christmas Eve at least every other year.

### **4.3.2**

If the average ordinary working hours are calculated during a shorter period than 12 months, for instance during a 6-week period, reduction due to holidays according to Section 4.1.2 shall be made within the calculation period.

### **4.3.3**

Working hours per scheduled workday may not be less than three hours. This provision does not apply to underage school students when working during school semesters. For underage school students, the rules in the Work Environment Act shall apply.

### **4.3.4**

The schedule, stating the ordinary working hours, must be posted at the workplace or otherwise provided to the employees in writing. Before the employer determines the schedule, the employer shall consult with the representatives of the employees. Any comments made on the allocation of late evening work and work on Sundays and public holidays shall, if possible, be taken into consideration when determining the schedule.

Consultations regarding the working hours for the coming 12-month period shall be carried out so well in advance that the schedule may be adopted no later than one month before it commences.

The schedule that has been determined applies during holidays, sick leave and leave of absence as well as when an employee commences or terminates his or her employment during the year.

### **4.3.5**

Any changes to the scheduling of the ordinary working hours shall – when possible – be announced at least a month in advance.

## **§ 5 Rescheduled working hours falling outside of ordinary working hours**

### **5.1 Rescheduled working hours – additional cash compensation**

For ordinary working hours scheduled during the times set out below, additional compensation is paid as follows:

Monday – Friday between 6.15 pm and 8 pm	57 %
Monday – Friday after 8 pm	79 %
Saturdays after 12 pm (noon) and on Sundays and public holidays	113 %

Christmas Eve, New Years' Eve and Midsummer's Eve are to be considered as Saturdays.

The compensation stated in percentage is based on the hourly wage, for full-time employees calculated as 1/166 of the employee's monthly fixed salary and for part time employees calculated according to the following

$$\frac{\text{the fixed monthly salary}}{\text{weekly working hours} \times 4.15}$$

At companies using a variable salary system, the former fixed salary which may have been converted to a variable salary shall be included in the term monthly fixed salary.

### **5.2 Rescheduled working hours – compensatory leave**

The employer may, observing the rules in Section 4.1.4, provide the employee with compensatory leave during ordinary working hours, instead of paying the additional compensation set out in Section 5.1. However, an agreement with the local union or the individual employee is required in order to exchange compensation in cash for compensatory leave for working hours after 2 pm on Saturdays, on Sundays and on public holidays. Compensatory leave shall be provided as follows:

30 minutes for every hour worked, when the cash compensation would have been 57 %

45 minutes for every hour worked, when the cash compensation would

have been 79 %

1 hour for every hour worked, when the cash compensation would have been 113 %

### **5.3 Individual agreement**

The employer and an individual employee may agree that the compensation rules set out above shall not apply and that the employee shall instead receive other reasonable compensation. Such agreement must be made in writing and should include information on the relevant salary and the compensation received instead of the compensation for rescheduled working hours falling outside of ordinary working hours.

The terms of such agreement apply until further notice and may be revised in connection with the next salary review.

If either party wants the terms to cease, the other party must be notified at least two months in advance of such review.

In case the salary for an employee, who was employed before the time this agreement entered into force, was determined based on work performed during rescheduled working hours falling outside ordinary working hours and accordingly such employee has not received any special compensation for work during such hours, such system shall continue to apply for the employee unless a different agreement is made.

## **§ 6 Overtime compensation**

In relation to working hours, please see Annex 1, Working Hours Agreement.

### **6.1 The right to overtime compensation**

Employees are entitled to overtime compensation according to Section 6.3, unless another agreement is made according to 6.1.1 - 6.1.2

#### **6.1.1 Agreements with certain employees**

The employer and the employee may agree that compensation for overtime will be paid in the form of increased salary and/or five or three vacation days in addition to statutory annual leave.

Such agreements are intended for employees

- in managerial positions or other qualified positions, or
- with unverifiable working hours, or
- with discretion in relation to the scheduling of working hours.

**Note**

*If an employee, following agreement according to Section 6.1.1, finds that the working hours significantly differ from the conditions on which the agreement is based, the employee must address this to the employer.*

Unverifiable working hours means that there are no practical possibilities of recording the working hours effectively, e.g. because the employee works, to a significant extent, outside the employer's ordinary premises or in different locations. Examples include work at home or sales work.

**6.1.2 Preparatory and closing tasks**

If the employer and the employee have agreed that the employee will carry out preparatory and closing tasks with at least 12 minutes and the salary has been set without regards thereto, the employee must be compensated with three vacation days in addition to statutory annual leave.

**6.1.3 Written agreement. Period of validity**

Agreements according to 6.1.1 and 6.1.2 must be in writing. They apply until further notice and may be revised in connection with the next salary review.

A party who wishes to terminate the agreement must notify the other party at least two months in advance.

The employer must notify the relevant union branch when an agreement has been made.

**Note**

*The agreement should contain information about the current salary and any salary supplements and/or additional vacation days granted instead of overtime compensation. It should also indicate any special circumstances on which the agreement is based. Such information may be specified in the agreement between the employer and the employees*

*or in a local agreement.*

## **6.2 Conditions for overtime compensation**

### **6.2.1 Definition of overtime work**

Overtime work that qualifies for overtime compensation means work carried out in addition to the ordinary daily working hours applicable to the employee, if the overtime work

- was ordered in advance, or
- was approved a posteriori by the employer.

### **6.2.2 Preparatory and closing tasks**

Time spent carrying out necessary preparatory and closing tasks, which are normally part of the employee's job, is not considered to be overtime work.

### **6.2.3 Calculation of overtime work**

If overtime work was carried out before as well as after the ordinary working hours on a certain day, both overtime periods must be added.

### **6.2.4 Overtime work not in connection with ordinary working hours**

If an employee carries out overtime work at a time which is not directly after the ordinary working hours, overtime compensation for at least three hours' overtime work must be granted. However, this does not apply if only a meal break separates the overtime work from the ordinary working hours.

### **6.2.5 Travel costs in connection with overtime work**

If the employee makes himself or herself available for overtime work which is not directly after the ordinary working hours and travel costs arise, the employer must reimburse the employee for such costs. This also applies in cases where an agreement is made pursuant to 6.1.1.

### **6.2.6 Overtime in the event of shortened ordinary daily working hours**

If the ordinary working hours are shortened in a certain part of the year, e.g. summer, without being prolonged to the same extent in another part of the year, the following applies. Overtime work carried out in the part

of the year when the shorter working hours apply shall be calculated based on the daily working hours applicable in the rest of the year.

### **6.2.7 Claims for compensation for overtime**

When employees carry out work on overtime, which was not requested in advance, claims for compensation for such completed overtime work must be submitted no later than three months after the work was carried out. If no such claim is submitted, the employee loses the right to compensation for overtime time work.

## **6.3 Compensation for overtime**

### **6.3.1 Cash – compensatory leave**

Overtime work is compensated with either cash (overtime compensation) or time off (compensatory leave). Compensatory leave shall be granted if the employee makes such a request and provided that the employer, following a consultation with the employee, concludes that this is possible without any inconvenience to the company's operations.

During the consultation the employer should, as far as possible, take the employee's wishes regarding the timing of the compensatory leave into account.

### **6.3.2 Amount of the overtime compensation**

Overtime compensation per hour is paid as follows:

Overtime work carried out outside the ordinary working hours, is compensated with an additional 70 % of the hourly wage for the first two hours of overtime work and with an additional 92 % of the hourly wage for other overtime work carried out during non-holiday Mondays-Saturdays and with an additional 126 % of the hourly wage for all overtime work carried out on Sundays and public holidays.

However, overtime work carried out after 8 pm during non-holiday Mondays-Fridays is compensated with an additional 92 % of the hourly wage and overtime work carried out after 12 noon on Saturdays and on Christmas Eve, New Year's Eve and Midsummer's Eve is compensated with an additional 126 % of the hourly wage. In case the employee is requested to carry out work during a non-scheduled day, compensation is paid with an additional 92 % of the hourly wage. If such non-

scheduled day coincides with a Saturday or Christmas Eve, New Year's Eve or Midsummer's Eve, compensation is paid with an additional 126 % of the hourly wage.

If overtime work is requested on a non-scheduled day or on a Sunday or a public holiday, compensation is paid for a minimum of 3 hours.

The hourly wage is calculated as 1/166 of the fixed monthly salary in cash for full time employees and for part time employees according to the following:

$$\frac{\text{the fixed monthly salary}}{\text{weekly working hours} \times 4.15}$$

At companies using a variable salary system, the former fixed salary which may have been converted to a variable salary shall be included in the term monthly fixed salary.

Overtime work may, after mutual agreement in each individual case, be compensated with compensatory leave instead of overtime compensation in cash, according to the following:

Overtime compensation in cash	Compensatory leave
When the cash compensation would have been 70 %	1 hour and 30 minutes
When the cash compensation would have been 92 %	1 hour and 45 minutes
When the cash compensation would have been 126 %	2 hours

## § 7 Travel time compensation

### 7.1 The right to travel time compensation

Employees are entitled to travel time compensation according to Section 7.3 with the following exceptions:

### *Exceptions*

1. The employer and the employee, who have agreed on compensation for overtime according to 6.1.1 and 6.1.2, may agree that the provisions for travel time compensation shall not apply.
2. An employer and an employee may agree that compensation for travel time will be provided in a different form, e.g. by way of taking the travel time into account when the salary is set.
3. Employees with work that normally involve travelling to a significant extent, e.g. travelling salespersons and service technicians, are entitled to travel compensation only if agreed mutually by the employer and the employee.

An agreement on an exception as set out above should be made in writing.

## **7.2 Travel time**

Travel time is the time during a business trip that is required to travel to the destination.

When travel time subject to compensation is calculated, only travel time before or after the employee's ordinary working hours is taken into account.

If the travel time is required before as well as after the ordinary working hours on a certain day, both time periods must be added. Only full half-hours are included in the calculation.

If the employer has paid for sleeping accommodation on a train or boat during the trip or a part thereof, the time between 10 pm and 8 am is not included.

Travel time also includes normal time required when the employee drives a car or other vehicle during the business trip, regardless of whether or not the vehicle belongs to the employer.

The trip is deemed to start and end according to the provisions applicable to the calculation of allowances or their equivalent at each company.

### 7.3 Travel time compensation

Travel time compensation is paid per hour in an amount corresponding to 68 % of the hourly wage, except when the travelling has occurred from the hours of 6 pm Friday and 6 am Monday, or between 6 pm on a day before a non-scheduled holiday eve or public holiday up until 6 am on the first day after such holiday eve or public holiday, in which case the compensation shall be an amount corresponding to 85 % of the hourly wage. Travel time compensation according to the 68 %- rule is paid for a maximum of 6 hours per calendar day, unless the travel time is proven longer.

The hourly wage is calculated as 1/166 of the fixed monthly salary in cash for full time and for part time employees according to the following

$$\frac{\text{the fixed monthly salary}}{\text{weekly working hours} \times 4.15}$$

At companies using a variable salary system, the former fixed salary which may have been converted to a variable salary shall be included in the term monthly fixed salary.

**Note**

*These provisions shall not impair the travel time rules previously used by individual companies.*

## § 8 Vacation

### 8.1 General provisions

Annual leave is provided according to the applicable law with the following additions and exceptions.

### 8.2 Qualifying year and vacation year

The qualifying year starts on 1 April and ends on 31 March the following year.

The vacation year is the subsequent 12-month period.

The employer may agree with an individual employee or with the local

union branch that the qualifying year and/or the vacation year will be moved to other dates or coincide completely.

When qualifying year and vacation year coincide, received vacation pay shall be considered as payment on account, and the employer has the right to make deductions from both vacation compensation and outstanding salary for the excess vacation pay. Employee who has received more paid days of vacation than he/she has earned shall repay excess vacation pay/vacation supplement. Corresponding salary adjustments will be made if the employment rate has changed during the vacation year.

Salary deductions shall not be made at the end of the employment if this is due to:

1. the employee's illness, or
2. the employee resigns from his/her employment under conditions referred to in Section 4, paragraph 3, line 1 of the Employment Protection Act, or
3. termination of employment by the employer based on circumstances that are not related to the employee personally.

***Note***

*It is important that the employee is well informed by the employer regarding applicable qualifying year and vacation year.*

## **8.3 Duration of annual leave**

### **8.3.1 Number of vacation days**

- 25 vacation days according to the Annual Leave Act
- 3 or 5 vacation days in addition to statutory days by agreement between the employer and the employee under Clause 6 of this Agreement.

Vacation days means both paid and unpaid vacation days.

### **8.3.2 Number of paid vacation days**

The number of earned paid vacation days is calculated as follows:

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

**A** = number of agreed vacation days (according to 8.3.1)

**B** = number of days of employment during the qualifying year, minus absence which does not accrue vacation pay

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

**D** = number of earned, paid vacation days (fractions are rounded upwards to the nearest whole number).

### **8.3.3 Change of vacation days**

If this agreement comes into force in relation to an employee who is subject to an individual agreement or regulations at the company, the employee is entitled to at least the same number of vacation days as previously.

Amendment of the provisions on annual leave in applicable regulations requires prior notice by the employer to the salaried employee party, and, at the latter's request, negotiations must take place before a decision is made.

### **8.3.4 Promoted or new employees**

In relation to promoted or new employees, the qualifying year must include the period of service in the company or other company in the same group.

### **8.3.5 Annual leave of certain employees**

In relation to employees who work less than five days on average per week, the number of net vacation days is calculated as follows:

Number of working days/week x number of vacation days pursuant to 8.3

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= Number of vacation days (net vacation days) to be scheduled on days which, according to the work schedule, would have been working days. Fractions are rounded to the nearest higher number of days.

If, according to the work schedule, the employee must work a full day

as well as part of a day in the same week, the part of a day counts as a full day. When annual leave is scheduled for such an employee, the part of a day that the employee should have worked qualifies as a full vacation day.

### **Example**

The employee's working hours for an average of the following number of working days per week

Number of net vacation days (for 25 days of annual leave)	
4	20
3.5	18
3	15
2.5	13
2	10

If the work schedule is changed so that the number of working days per week changes, the number of unused net vacation days is recalculated so that it corresponds to the new schedule.

Vacation supplements, vacation compensation and salary deductions (in the event of unpaid vacation), respectively, are calculated based on the number of gross vacation days.

### **8.3.6 Vacation in the event of fixed-term employment**

No annual leave is scheduled for employees with a fixed-term employment contract, whose employment is not intended to exceed three months, and which does not exceed three months, unless otherwise agreed. However, vacation compensation is paid.

## **8.4 Vacation pay, vacation compensation, etc.**

### **8.4.1 Vacation pay and vacation supplements**

Vacation pay consists of *the monthly salary* applicable at the time of the annual leave and a vacation supplement.

The vacation supplement for each paid vacation day is

- 0.8% of the employee's monthly salary applicable at the time of the vacation and fixed salary supplements, if applicable, per month. Concerning changed rate of employment, see 8.4.6.

- 0.5% of the amount of the variable part of the salary paid in the qualifying year.

Calculation of the basis according to the paragraph above does not include variable salary components that are unilaterally determined by the employer and that do not constitute a significant part of the annual salary, and that are paid on a maximum of four occasions per year.

By local agreement, variable salary can also otherwise include holiday pay.

If the employee does not qualify for full annual leave, the salary supplement of 0.5% must be adjusted as follows:

$$\frac{0.5 \times \text{the number of vacation days to which the employee is entitled}}{\text{The number of paid vacation days for which the employee qualifies}}$$

*Fixed salary supplements* mean e.g. fixed shift, on-call, standby duty, overtime and travel supplements, guaranteed minimum commission or similar.

*Variable salary components* mean e.g. commission, bonuses, incentive pay, compensation for shift work, on-call and standby duty, and rescheduled working hours, or similar, to the extent it is not included in the monthly salary.

Commission, bonuses and similar means such variable salary components that are directly connected with the employee's personal performance.

Compensation for overtime and travel compensation includes vacation pay.

#### **8.4.2 Calculation of variable part of salary in the event of absence qualifying to vacation pay**

For each calendar day with absence qualifying to vacation pay, the average daily income of variable salary parts should be added to the total amount of the variable salary components paid in the qualifying year.

$$\underline{\text{Variable salary component paid during the accrual year}}$$

Average daily income =	Number of days of employment, minus vacation days and whole days of such absence that is included in the calculation of vacation pay during the qualifying year
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Compensation for shift work, on-call and standby duty, rescheduled working hours and similar must not be included in the above calculation if the employee received such compensation in the qualifying year for a maximum of 60 days.

#### **8.4.3 Payment of vacation pay**

The vacation supplement of 0.8% is paid together with the salary in connection with or as soon as possible after the annual leave.

The vacation supplement of 0.5% is paid no later than at the end of the vacation year.

#### *Exceptions*

1. If a significant proportion of the salary consists of variable salary components, the employee is entitled to receive a vacation supplement on account based on the variable salary components. The employer must estimate the amount of the supplement. The supplement is paid at the same time as the normal salary in connection with the annual leave. The employer must, no later than at the end of the vacation year, pay the vacation supplements that may be outstanding after the calculation pursuant to 8.4.1 and 8.4.2.
2. If an agreement was made that the vacation year and qualifying year will coincide, the employer may pay the outstanding vacation pay relating to variable salary components after the end of the vacation year. This payment should be made in connection with the first normal salary payment in the new qualifying year when a regular salary procedure may be applied.

#### **8.4.4 Vacation compensation**

Compensation for each paid and unused vacation day is 4.6% of the current monthly salary and the vacation supplement pursuant to 8.4.1 and 8.4.2.

In relation to saved vacation days, the vacation compensation is calculated as if the saved day had been used in the vacation year when the employment is terminated.

Vacation pay for fixed-term contracts under 8.3.6 is calculated at 12.5% of the employee's salary.

#### **8.4.5 Unpaid vacation**

For each used unpaid vacation day, a deduction is made from the employee's current monthly salary at 4.6% of the monthly salary. For information on the term monthly salary, see 8.4.1.

#### **8.4.6 Changed employment rate**

If the employee had a different employment rate in the qualifying year than at the time of the annual leave, the monthly salary that applies at the time of the annual leave must be proportioned in relation to the proportion of full ordinary working hours that applied at the workplace in the qualifying year. If the employment rate has changed in the current calendar month, the employment rate that applied in most of the calendar days of the month should be used in the calculation. For information on the term monthly salary, see 8.4.1.

### **8.5 Annual leave for new employees**

If a new employee's paid vacation days do not cover the duration of the company's main vacation or if the employee requests a longer annual leave than the number of available vacation days, the employer and the employee may agree that the employee will be on unpaid leave or on leave without a salary deduction for the required number of days. Such an agreement must be in writing.

The following applies in the event of leave without salary deduction. If the employment ceases within five years as of the day it started, a deduction must be made from the outstanding salary or vacation compensation according to the same provisions applicable to unpaid leave but based on the salary applicable during the leave. No deduction is made if the employment ceases due to

1. the employee's illness or
2. the employee resigns from his/her employment under conditions referred to Section 4, paragraph 3, line 1 of the Employment

Protection Act, or

3. termination of employment by the employer based on circumstances that are not related to the employee personally.

The provisions on advance vacation pay under Clause 29a of the Annual Leave Act apply to persons who receive more paid vacation days than they qualify for, unless a written agreement is concluded as described above.

## **8.6 Saved vacation days**

### **8.6.1 Saved vacation days**

Employees who are entitled to more than 25 vacation days with vacation pay may, following agreement with the employer, also save the excess vacation days, provided they have not used previously saved vacation days in the same year. The employer and the employee must agree on how saved vacation days will be scheduled. This applies both in terms of the vacation year in which the saved vacation days will be used and how they will be scheduled in that year.

### **8.6.2 Using saved vacation days**

Saved vacation days must be used in the order they were saved.

Vacation days saved pursuant to law must be used before vacation days saved pursuant to 8.6.1 in the same year.

### **8.6.3 Vacation pay for saved vacation days**

Vacation pay for saved vacation days is calculated according to 8.4.1 and 8.4.2. When the 0.5% vacation supplement is calculated, however, all absence in the qualifying year, excluding ordinary annual leave, must be treated as absence qualifying to vacation pay.

Vacation pay for saved vacation days must be adapted to the employee's share of full ordinary working hours in the qualifying year preceding the vacation year when the day was saved.

For information on the calculation of the share of full ordinary working hours, see 8.4.6.

## § 9 Sick pay, etc.

### 9.1 The right to sick pay and reporting sick

#### 9.1.1 The right to sick pay

Sick pay is paid by the employer in the first 14 calendar days of the sick period pursuant to the Sick Pay Act with a supplement according to 9.2.2 second paragraph. How sick pay is calculated is stated in paragraphs 9.3.1–9.3.2.

Sick pay is paid by the employer as of the 15th calendar day in the sick period pursuant to 9.3.6–9.3.7 and 9.4–9.7.

A sick period starting within 5 calendar days from the end of a previous sick period is considered as a continuation of the previous sick period.

#### 9.1.2 Reporting sick

An employee who becomes sick and as a result thereof is unable to work must notify the employer as soon as possible. The employee must notify the employer as soon as possible of when the employee expects to be able to resume work.

The same applies if the employee becomes unable to work because of an accident or work-related injury, or if he/she must refrain from working because of a risk of transmitting disease that qualifies for compensation under the Social Insurance Code.

The main rule is that sick pay is not paid in respect of the time before the employer is notified of the sickness (Section 8, first paragraph of the Sick Pay Act).

### 9.2 Assurance and doctor's certificate

#### 9.2.1 Written assurance

The employee must submit a written assurance to the employer stating that the employee has been sick, information about the extent to which his or her ability to work is reduced as a result of the sickness and which days the employee would normally have worked (Section 9 of the Sick Pay Act).

### **9.2.2 Doctor's certificate**

The employee must provide evidence of the reduced ability to work and the duration of the sick period in the form of a doctor's certificate in order for the employer to have a duty to pay sick pay from the seventh calendar day after the date of reporting sick (Section 8, second paragraph of the Sick Pay Act).

In case of repeated short-term absence, or if the circumstances so require, the employer may request a doctor's certificate from an earlier date. The employer has the right to assign a doctor. The employer must bear the cost of a doctor's certificate if issued by a doctor assigned by the employer.

## **9.3 Amount of sick pay**

### **9.3.1 Amount of sick pay**

The sick pay is calculated by making a deduction from the salary as set out below.

### **9.3.2 Sickness until and including the 14th calendar day per sick period**

For every hour of an employee's absence due to sickness a sick deduction is made per hour as follows:

For absence due to illness up to 20% of the weekly working hours (qualifying deduction)	$\frac{\text{monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$
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For absence due to illness exceeding 20% of the weekly working hours until and including day 14	$\frac{20\% \times \text{monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$
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Employees who would have worked rescheduled working hours also receive sick pay after the period with full qualifying deduction at 80% of the compensation for rescheduled working hours that they have missed.

**Note**

*The weekly working hours are defined in 9.3.5.*

*9.1.1 states that a sick period beginning within 5 calendar days from the time a previous sick period has ceased shall be regarded as a continuation of the previous sick period. This means that a continued qualifying deduction may be required for up to 20% of the working week in the continued sick period.*

**9.3.3 Sick pay without regard to qualifying deduction**

For an employee who in accordance with a decision by Försäkringskassan is entitled to sick pay without regard to a qualifying deduction, a sickness deduction is made as applicable for sick leave in excess of 20% of the weekly working hours up to and including day 14 of the sick period.

**9.3.4 After ten qualifying deductions**

By law, the number of qualifying deductions in a 12-month period may not exceed 10. If a new sick period shows that the employee has 10 occasions of qualifying deductions within 12 months from the beginning of the new sick pay period, the deduction for the first 20% of absence due to illness shall be calculated as applicable to the sick leave exceeding 20% of the weekly working time up to and including day 14 of the sick period.

**Note**

*All qualifying deductions made under 9.3.2, at a total of no more than 20% of the weekly working hours within the same sick period, are regarded as one occasion even if the deductions are made on different days. 9.1.1 states that a sick period starting within 5 calendar days from the end of a previous sick period is considered as a continuation of the previous sick period.*

**9.3.5 Definition of monthly salary and weekly working hours**

*Monthly salary*

The term monthly salary means the current monthly salary.

The monthly salary includes

- a fixed monthly salary in cash and fixed salary supplements, if

- applicable, per month (e.g. fixed shift or overtime supplements)
- the estimated average variable income per month consisting of commission, bonuses, incentive pay or similar variable salary components.

In relation to employees who are paid to a significant extent with variable salary components, the employer and the employee should agree on the amount that will constitute the monthly salary based on which a sickness deduction will be made.

#### *Weekly working hours*

Weekly working hours means the number of working hours per non-holiday week of the individual employee. In relation to employees with irregular working hours, the weekly working hours are calculated as an average per month or another period.

Weekly working hours are calculated with a maximum of 2 decimals, provided 0–4 are rounded down and 5–9 are rounded up.

If different working hours apply in different parts of the year, the working hours are calculated per non-holiday week on average per year.

#### *If the salary is changed*

If the salary is changed, the following applies. The employer must make a sick deduction based on the old salary until the day on which the employee is notified of the new salary.

### **9.3.6 Sickness from and including the 15th calendar day**

For each day of sickness (including non-scheduled weekdays, Sundays and public holidays) a sick deduction is made per day as follows:

The monthly salary is calculated as provided for in 9.3.5.

The sick deduction is calculated differently depending on whether the monthly salary of the employee exceeds or falls below a certain salary threshold. This salary threshold is calculated as

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

*Example 2025*

Pbb for 2025: SEK 58,800

The salary threshold is:

10 x SEK 58,800 = SEK 49,000 for 2025

**For employees with a monthly salary amounting to a maximum of the salary threshold:**

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

**For employees with a monthly salary above the salary threshold:**

The sick deduction is equal to

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

**Maximum sick deduction per day**

The daily sick deduction may not exceed

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

Fixed monthly salary in cash, as used in this context, is equivalent to

- fixed monthly salary supplements (e.g. fixed shift or overtime supplements)
- commission, bonuses or similar earned during leave not directly connected with the employee's individual work performance
- guaranteed minimum commission or equivalent.

For a definition of monthly salary, see 9.3.5.

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

#### *Main rule*

If the employee is entitled, under this agreement, to sick pay from and including the 15th calendar day in the sick period, the employer must pay such sick pay as set out below:

Sick pay is paid to and including the 90th calendar day in the sick period to persons who

- have been employed for at least one consecutive year by the employer, or
- have transitioned directly from an employment with a right to 90 days' sick pay (Group 1).

Sick pay is paid to and including the 45th calendar day in the sick period to others (Group 2).

The sick period includes all days with sick deduction (including qualifying days) and non-scheduled days in the period

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

If the employee is sick on two or more occasions in a twelve-month period, the right to sick pay is limited to a total of 105 days for Group 1 and 45 days for Group 2. If the employee has received sick pay from the employer in the last 12 months, counting from the start of the relevant sick period, the number of sick pay days is deducted from 105 and 45, respectively. The remaining number of days is the maximum number of sick pay days in relation to the current sickness.

The right to sick pay in the first 14 calendar days of the sick period is not affected by the above rule.

## **9.4 Certain coordination rules**

### **9.4.1 Rehabilitation benefits**

If an employee is absent with rehabilitation benefit during a period which otherwise qualifies for sick pay according to 9.3.7, a salary deduction is carried out as for sickness as of the 15th calendar day according to 9.3.6.

#### **9.4.2 Compensation from other insurance**

If the employee receives compensation under insurance other than ITP or the Work Injury Insurance (TFA), and the employer has paid the insurance premium for said insurance, the sick pay must be reduced by the amount of such compensation.

#### **9.4.3 Other compensation from the state**

If the employee receives compensation from the state other than under the general insurance, the work injury insurance or the rules in Chapter 43 of the Social Insurance Code on State personal injury protection the sick pay must be reduced by the amount of such compensation.

### **9.5 Other restrictions on the right to sick pay**

#### **9.5.1 Failure to submit a health certificate**

If the employer, at the time of employment, has requested that the employee submit a health certificate, but the employee has been unable to provide such certificate due to sickness, the employee is not entitled to sick pay from and including the 15th calendar day of the sick period in the event of inability to work due to the sickness in question.

#### **9.5.2 Reduced sickness benefits**

If the employee's sickness benefits are reduced pursuant to the Social Insurance Code, the employer must reduce the sick pay to a corresponding extent.

#### **9.5.3 Injury in the event of accident caused by third party**

If an employee is injured in connection with an accident caused by a third party, and no compensation is paid under the Work Injury Insurance (TFA), the employer has a duty to pay sick pay solely if – and to the extent – the employee is unable to receive damages for loss of income from the person who is responsible for the injury.

#### **9.5.4 Accident at another employer**

If the employee has been injured in connection with an accident while working for another employer or in connection with his or her own business, the employer has a duty to pay sick pay from and including the 15th calendar day of the sick period solely if he has agreed to do so.

### **9.5.5 When disability pension is paid**

When disability pension under the ITP plan is paid to an employee, the right to sick pay ceases.

### **9.5.6 Other restrictions on the right to sick pay**

The employer has no duty to pay sick pay from and including the 15th calendar day of the sick period

- if the employee has been excluded from health insurance benefits pursuant to the Social Insurance Code, or
- if the employee's inability to work is self-inflicted, or
- if the employee has been injured as a result of war action, unless otherwise agreed.

## **9.6 Disease carriers**

If an employee must refrain from work because of a risk of transmission of an infectious disease and there is a right to compensation pursuant to the Social Insurance Code, a deduction is made up to and including the 14th calendar day, as set out below:

For every hour of absence, deduction per hour applies in the amount of

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

From and including the 15th calendar day, a deduction is made according to 9.3.6–9.3.7.

## **9.7 Other provisions**

When the provisions of this paragraph are applied, benefits that are paid in accordance with the rules in Chapter 43 of the Social Insurance Code on State personal injury protection equivalent to corresponding benefits pursuant to the Social Insurance Code.

# **§ 10 Time off**

## **10.1 Paid leave**

As a general rule, paid leave is granted only in respect of a part of a

working day. However, in special cases paid leave may be granted for one or several days, e.g. in the event of a sudden illness in the employee's family or death of a close relative.

In relation to Easter Saturday, Midsummer's and Christmas Eve, which are not customary days off, paid leave should be granted if possible without inconvenience to the company's business.

### **10.1.1 National Day 6 June**

Employees are entitled to one day's paid leave in years when the National Day on 6 June falls on a Saturday or Sunday. Such paid leave is granted provided that the employee has been employed at least five months when the National Day falls on such days. Leave for this reason may not be used in another year. In relation to part-time employees, the leave is proportioned in relation to the working hours.

## **10.2 Unpaid leave, full day**

Unpaid leave is granted if the employer considers that this is possible without inconvenience to the company's business, unless the unpaid leave is statutory leave, e.g. study or parental leave.

Unpaid leave for purposes of trying another job should be granted for purposes of rehabilitation. Leave is limited to six months, but may be extended following agreement between the employer and the employee.

When unpaid leave is granted, the employer must specify the duration of such unpaid leave. Unpaid leave may not start and/or end on a Sunday or public holiday which is a non-working day for the individual employee. The same rule applies to employees whose weekly day off is on a day other than a Sunday.

### **10.2.1 Salary deduction for full-time employees, full day**

When an employee is absent at least one day due to unpaid leave, the following salary deduction applies:

- over a period of a maximum of 5 (6)\* working days, for every working day, a deduction of 1/21 (1/25)\* of the monthly salary
- over a period exceeding 5 (6)\* working days, a deduction equal to the daily salary for every day off. This also applies to the employee's non-scheduled weekdays and Sundays or public holidays.

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

\* The numbers in parentheses are used for six-day weeks.

### 10.2.2 Salary deduction for part-time employees, full day

If an employee is a part-time employee and works only some of the working days in the week (so-called intermittent part-time work), a salary deduction should be made for every day of unpaid leave which would otherwise have been a working day.

The following deduction applies:

Monthly salary divided by

$$\frac{\text{the number of working days per week}}{5 (6)*} \times 21 (25)*$$

\* The numbers in parentheses are used for six-day weeks.

*Example*

The employee's part-time working hours are scheduled as the following number of working days/week

4	<u>monthly salary</u> 16.8
3.5	<u>monthly salary</u> 14.7
3	<u>monthly salary</u> 12.6
2.5	<u>monthly salary</u> 10.5
2	<u>monthly salary</u> 8.4

The term "number of working days per week" means the number of working days per non-holiday week calculated as an average per month.

### **10.2.3 Salary deduction in the event of a full month's unpaid leave**

If a period of unpaid leave includes one or several full calendar months/settlement periods, the entire employee's salary must be deducted for each calendar month/settlement period.

### **10.3 Other leave of absence, leave of absence part of a day**

Leave during part of a day may be granted if the employer considers that this is possible without any inconvenience for the company's business.

A salary deduction is made for every full half hour. The deduction per hour is 1/166 of the monthly salary. For part-time employees, the deduction is calculated based on a full-time salary.

## **10.4 Reduction in working hours**

### **10.4.1 Right to leave of absence**

Salaried employees are entitled to a reduction in working hours. For full-time salaried employees, the reduction in working hours constitutes one paid day off during a calendar year. Salaried employees who work part-time are entitled to reduced working hours in proportion to their rate of employment for leave.

### **10.4.2 Arranging leave**

The employer decides on the arrangement of a day off. Alternatively, the reduction in working hours can be arranged for two half-days off in connection with weekends or public holidays.

The arrangement applies to all salaried employees in the affected work group.

The employer will notify the salaried employees in the affected work group of the arrangement for the coming calendar year no later than the end of the year. When arranging leave in January, the employer will notify the salaried employees no later than one month before the leave.

If the employer has not notified the salaried employees of the arrangement in accordance with the previous paragraph, the salaried

employees will get a reduction in working hours by making the Friday after Ascension Day a day off.

Local parties may reach another agreement on the arrangement of the leave. For example, such an agreement may involve arranging the leave as part of a day or per hour.

If a salaried employee has to work on the day on which the leave has been arranged, the employer must arrange the leave for another day in connection with a public holiday or weekend.

The right to leave requires that the salaried employee is still employed at the time of the leave. An employee for whom employment has ended during the calendar year without having been given a reduction in working hours will not receive any compensation for this. The same applies to a salaried employee who is absent at the time of the leave for example, due to illness or leave of absence. A salaried employee who has been on leave but who finishes later in the calendar year is not liable for repayment.

*Note*

*Leave of absence in accordance with the above must not be taken on Easter Eve, Midsummer Eve or Christmas Eve.*

## **10.5 Monthly salary**

The term monthly salary means the current monthly salary. A fixed monthly salary in cash, as used in this context, means

- fixed monthly salary supplements (e.g. fixed shift or overtime supplements)
- commission, bonuses or similar earned during leave not directly connected with the employee's individual work performance
- guaranteed minimum commission or equivalent.

## **10.6 Parental pay**

### **10.6.1 Terms of parental pay**

An employee who is on leave because of pregnancy or in connection with the birth or adoption of a child is entitled to parental pay from the employer if the employee has been employed by the employer for at

least one consecutive year.

The term “in connection with” means that the leave must be taken within 18 months.

### 10.6.2 Amount of parental pay

Parental pay consists of the remainder of monthly salary following the deductions under this paragraph. The model is based on the employee receiving 10% of parental pay up to the salary threshold specified below and 90% of salary components above the salary threshold up to a maximum ceiling of 15 price base amounts divided by 12.

The parental pay deduction is calculated differently depending on whether the employee’s monthly salary exceeds or falls below a certain salary threshold.

This **salary threshold** is calculated as

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

*Example 2025:*

Price base amount (pbb) for 2025: SEK 58,800

The salary threshold is:

$$\frac{10 \times \text{SEK 58,800}}{12} = \text{SEK 49,000 for 2025}$$

**For employees with monthly salary amounting to a maximum of the salary threshold, the daily parental pay deduction is:**

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

**For employees with a monthly salary exceeding the salary threshold the daily parental pay deduction is:**

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

A monthly salary includes, in addition to as provided in 9.3.5, benefits in the form of food or accommodation, valued according to the instructions by the Swedish Tax Agency.

Parental pay is paid as set out below:

Employees who have been employed for one, but not two, consecutive years	two monthly salary minus 60 deductions for parental leave calculated per day
Employees who have been employed for two, but not three, consecutive years	three monthly salary minus 90 parental pay deductions calculated per day
Employees who have been employed for three, but not four, consecutive years	four monthly salary minus 120 parental pay deductions calculated per day
Employees who have been employed for four, but not five, consecutive years	five monthly salary minus 150 parental pay deductions calculated per day
Employees who have been employed for five consecutive years	six monthly salary minus 180 parental pay deductions per day

No parental pay is paid for salary components exceeding 15 price base amounts divided by 12.

Parental pay is paid provided that the leave is at least one consecutive month.

### **10.6.3 Payment of parental pay**

Parental pay is paid monthly in connection with ordinary salary payments in the period of leave that the employee receives parental pay.

*Example:*

An employee is granted parental leave for ten months and is entitled to parental pay for four months. Parental pay is paid in the first four months of the leave.

#### **10.6.4 Reduction of parental pay**

Parental pay is not paid if the employee has been excluded from parental benefit under the Social Insurance Code. If this benefit has been reduced, the parental pay must be reduced to a corresponding extent.

### **10.7 Leave with temporary parental benefit**

#### **10.7.1 Deduction**

If an employee is absent from work subject to temporary parental benefit, a salary deduction per hour of absence is made as follows:

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

If a period of unpaid leave includes one or several full calendar months/settlement periods, the entire employee's salary must be deducted for each calendar month/settlement period.

#### *Weekly working hours*

Weekly working hours means the number of working hours per non-holiday week of the individual employee. In relation to employees with irregular working hours, the weekly working hours are calculated as an average per month or another period.

Weekly working hours are calculated with a maximum of 2 decimals, provided 0–4 are rounded down and 5–9 are rounded up.

If different working hours apply in different parts of the year, the working hours are calculated per non-holiday week on average per year.

#### *If the salary is changed*

If the salary is changed, the following applies. The employer must make the deduction based on the old salary until such day the employee is notified of the new salary.

#### **10.7.2 Monthly salary**

The term monthly salary means

- a fixed monthly salary in cash and fixed salary supplements, if

- applicable, per month (e.g. fixed shift or overtime supplements)
- the estimated average variable income per month consisting of commission, bonuses, incentive pay or similar variable salary components. In relation to employees whose salary consist, to a significant extent, of such salary components an agreement should be made regarding the amount based on which the salary deduction should be made.

## **10.8 Parental leave during main holiday**

Under the rules of the Parental Leave Act (1995:584), a salaried employee who wants to exercise the right to such leave is to notify the employer as follows.

If the salaried employee is requesting leave during the period when main holiday can be arranged, the salaried employee is to notify the employer of this no later than 1 March or if this cannot be done, as soon as possible.

### *Note*

*In other cases, notification must be given at least two months before the start of the leave or if this is not possible, as soon as possible, in accordance with Section 13 of the Parental Leave Act.*

## **§ 11 Salary for part of a salary period**

If an employee starts or ends his/her employment or changes his/her rate of employment during a calendar month/settlement period, the salary is calculated as follows:

$$\frac{X}{Y} \times Z = L$$

X = current monthly salary

Y = number of calendar days during the relevant month/settlement period

Z = number of days employed in the relevant month/settlement period

L = salary in respect of the calculation period

In case the rate of employment changes, each employment status period

is calculated separately.

*Example*

The settlement period is to and including the 20th each month. The employee's full time salary is SEK 25,000. Employed from and including 1 October 20xx.

<b>Full time to and including 16 May 20xx</b>	<b>Part time (50%) from and including 17 May 20xx</b>
X = SEK 25,000	X = SEK 12,500
Y = 31 days	Y = 31 days
Z = 27 days	Z = 4 days
L = SEK 21,774	L = SEK 1,613

## § 12 Termination

### 12.1 Termination by the employee

#### 12.1.1 Notice period

The employee must provide the following notice period unless otherwise provided under 12.3.2–12.3.6.

The employee's notice period in months:

<b>Period of service at the company</b>	<b>Notice period</b>
less than 2 years	1 month
from and including 2 years	2 months

#### 12.1.2 Written notice

The employee should terminate the employment in writing. If the termination is nevertheless verbal, the employee should, as soon as possible, confirm this in writing to the employer.

## 12.2 Termination by employer

### 12.2.1 Notice period

The employer must provide the following notice period unless otherwise provided under 12.3.2–12.3.6.

The employer's notice period in months:

Period of service at the company	Notice period
less than 2 years	1 month
from and including 2 years to 4 years	2 months
from and including 4 years to 6 years	3 months
from and including 6 years to 8 years	4 months
from and including 8 years to 10 years	5 months
from and including 10 years	6 months

#### ***Notice to 12.1.1 and 12.2.1***

#### ***Calculation of the period of service***

Section 3 of the Employment Protection Act provides how the above period of service should be calculated.

### 12.2.2 Extended notice period in certain cases

If an employee whose employment has been terminated due to shortage of work has reached the age of 55 on the day of the notice of termination, and whose period of service is 10 consecutive years, the notice period must be extended by six months.

### 12.2.3 Notice

Notice, which the employer is required to provide pursuant to the Employment Protection Act, locally to the salaried employee organisation, is deemed to have been given when the employer has

submitted written notice to the local employee party or two working days after the employer has sent the written notice by recorded delivery to the relevant union. Notice submitted by an employer in a period when there is a ban on vacation in the company, is deemed to have been submitted the day following the end of the ban.

## **12.3 Other provisions relating to termination**

### **12.3.1 Salary during notice period**

If an employee cannot be provided with work during the notice period, the salary and other compensation is paid as if the employee would be working (Employment Protection Act, Section 12).

### **12.3.2 Agreement on a separate notice period**

Employees who, pursuant to a collective agreement or an individual employment agreement, have a longer notice period when this agreement comes into force at the company, shall keep such a notice period.

Employers and employees may agree on different notice periods. If so, the notice period on the part of the employer may not, however, be shorter than the notice period in the table in 12.2.1.

### **12.3.3 Termination of probationary employment**

Probationary employment may be terminated by both the employer and the employee before the end of the probationary period in writing, with at least one month's notice.

If the employer or the employee do not wish the employment to continue after the expiry of the probationary period, notice in this regard must be submitted at least two weeks before the end of the probationary period.

The employer must notify the local trade union at the workplace at the same time as the above notice is submitted. The employee and the local trade union are entitled to discuss the notice with the employer.

If the probationary employment does not convert to a permanent employment contract, the employer must provide grounds for this decision at the employee's request.

**Note**

*This provision entails that the employee receives a month's salary following the notice of the early termination of the probationary employment, and two weeks' salary when the probationary employment does not, in connection with the expiry of the probationary period, convert to a permanent employment contract, unless otherwise agreed.*

The parties agree that the notice under Clause 2 above is, in other respects, a rule of procedure.

**12.3.3 a Termination of a fixed-term employment contract**

The following applies to fixed-term contracts and interim employment contracts.

The employment may be terminated before the date arranged at the time of employment by way of written notice by the employer or the employee. Such employment terminates one month after either party submits a written notice to the other party. No notice may be submitted by the employer when six months have lapsed since the starting date of the employment.

In connection with the above notice, the employer must notify the relevant union branch.

**Transition rule**

For employment agreements made before 1 November 2017, the previous rules for such employments' termination apply in full.

**12.3.4 Notice of termination at retirement age in accordance with the ITP-plan**

If the employee remains in service at the company after the ordinary retirement age applicable to the employment according to the ITP-plan, the notice period under 12.1.1 and 12.2.1 applies for both the employer and the employee until the employee reaches the age stated in Section 32 a of the Employment Protection Act. When the employee reaches the age stated in Section 32 a of the Employment Protection Act the employment is terminated in accordance with 12.3.5.

If an employee is employed at the company after he/she has reached the ordinary retirement age according to the ITP-plan, 12.1.1 and 12.2.1

applies, unless the parties have not agreed on a longer notice period. When the employee reaches the age stated in Section 32 a of the Employment Protection Act, the employment is terminated in accordance with 12.3.5.

### **12.3.5 Termination of employment at reached retirement age according to the Employment Protection Act**

If the employer or the employee wishes that the employment shall end at the end of the month when the employee reaches the retirement age according to Section 32 a of the Employment Protection Act, the employer or the employee must give a written notice thereof at least two months prior to termination of the employment.

When the employee has reached the age stated in Section 32 a of the Employment Protection Act, the employment ends one month after written notice has been given.

#### **Note**

*The trade union does not need to be notified regarding the termination. Nor does a consultation need to be conducted regarding the termination.*

*The age according to Section 32 a of the Employment Protection Act is 69.*

### **12.3.6 Shortened notice period for the employee**

If the employee wishes to leave employment before the end of the notice period for special reasons, the employer should consider whether this may be granted.

### **12.3.7 Damages when the employee does not observe the notice period**

If the employee leaves employment before the end of the notice period, the employer is entitled to damages for economic damage and inconvenience caused as a result. The amount of damages is at least an amount equal to the employee's salary due in the part of the notice period that the employee failed to observe.

### **12.3.8 Employment reference**

When the employer or the employee has terminated the employment,

the employee is entitled to an employment reference, stating

- the employee's period of employment, and
- the tasks carried out by the employee, and
- at the employee's request, a reference. The employer must provide the employment reference within one week of the employee's request.

#### **12.3.9 Certificate on used annual leave**

When the employment is terminated, the employee is entitled to a certificate showing how many of the statutory 25 vacation days that have been used in the current vacation year. The employer must provide the certificate to the employee within one week of the employee's request. If the employee is entitled to more than 25 vacation days, the excess vacation days are considered to have been used first.

### **12.4 Order of precedence in the event of reduced operations and re-employment**

Excerpt from the Main Agreement on security, transition, and employment protection.

#### **Order of precedence in case of termination due to shortage of work**

##### **§ 8**

The fundamental idea of the collective agreement on transition for salaried employees is that the company continuously sets aside financial resources to be used in connection with reduced operations. This ensures that, in such situations, both the company's needs regarding the composition of its workforce and the terminated employees' demands for financial compensation and assistance in finding new employment can be met. This, in turn, entails an obligation for the parties concerned, upon either party's request in the event of reduced operations, to seek an agreement on the order of precedence for termination. They share responsibility for ensuring that the workforce assembled enables the company to achieve increased productivity, profitability, and competitiveness.

In case of a need for staff reduction, the local parties shall assess the company's staffing needs and requirements. If the needs cannot be met

by applying the law, the order of precedence shall be determined with exceptions from the provisions in the Employment Protection Act.

The local parties shall select the employees to be terminated in such a way that the company's need for competence is given special consideration, as well as the company's ability to continue to conduct competitive operations and thus provide continued employment.

It is assumed that the local parties, at the request of either party, meet an agreement on the order of precedence in case of termination in accordance with Section 22 of the Employment Protection Act and the necessary derogations from the Act.

The local parties may also, with deviations from the provisions of Sections 25-27 of the Employment Protection Act, agree on the order of precedence in re-employment. The aforementioned criteria shall apply in this case as well.

The local parties shall be responsible for conducting negotiations upon request, as stated in the previous paragraphs, as well as for confirming any agreements reached in writing.

If the local parties cannot agree to conduct negotiations upon request or confirm the agreements reached in writing, the federation parties, if one of them requests it, shall be authorized to make an agreement in accordance with the above guidelines.

It is assumed that the company provides the relevant factual basis to the local respectively federal contracting party before the consideration of the issues referred to in this section.

#### ***Note***

*Without a local or central agreement as stated above, termination due to redundancy and re-employment can be tried under the law observing the negotiation procedure.*

#### **§ 9**

If an agreement on the order of precedence in case of termination due to shortage of work cannot be reached, the employer may exempt three

employees at the affected operating unit and agreement sector. These exempted employees shall have priority for continued employment.

Employers with only one operating unit may instead choose to exempt a total of four employees for all agreement sectors under the first paragraph.

In the case where several operating units have been merged into a common order of precedence through the application of Section 22, third paragraph of the Employment Protection Act, the number under the first paragraph shall be three employees plus one employee per operating unit covered by the merger in addition to the first operating unit, per agreement sector.

Alternatively, under the regulations in the first, second, and third paragraphs, an employer at the affected operating unit and agreement sector may exempt 15 percent of the employees who will ultimately terminate their employment due to the shortage of work, before the order of precedence is determined. Exceptions under this paragraph may cover a maximum of ten percent of the employees at the affected operating unit or operating units, per agreement sector.

An employer who has exempted one or more employees in accordance with the first, second, third, or fourth paragraph may not exempt any additional employees at the affected operating unit and agreement sector in case of termination occurring three months thereafter.

**Note**

*This provision replaces the provision in Section 22, second paragraph of the Employment Protection Act, i.e., the so-called "two exemptions".*

*In this provision, the term "agreement sector" refers to the classification of employees (sw: kategoriklyvningen) into workers and salaried employees.*

*This provision does not regulate what constitutes an operating unit. The definition of what constitutes an operating unit is found in Section 22, third paragraph of the Employment Protection Act, which is a discretionary provision.*

*The term "employees who ultimately terminate their employment due to*

*redundancy" refers to all employees whose employment is terminated due to redundancy. This includes not only those who's employment is terminated due to redundancy but also the employee whose employment is otherwise terminated due to redundancy, such as where employment is terminated through an individual agreement, early retirement, and similar circumstances.*

*Regarding the percentage rule, mathematical rounding should be applied.*

*The employees who are exempted shall, according to the employer, have particular importance for the continued operations. The employer's assessment in this matter cannot be legally challenged.*

*The possibility to exempt employees from the order of precedence does not apply in cases where the employer has previously, within a three-month period, terminated employees due to redundancy at the relevant operating unit and agreement sector, and used the exemption option. An employer who has terminated one or more employees due to redundancy and exempted employees from the order of precedence must, therefore, wait until three months have passed from the execution of the first termination before exempting employees from the order of precedence in case of a new redundancy at a relevant operating unit and collective bargaining area. Otherwise, the employer may be liable for damages for violating the order of precedence rules. The aforementioned only applies in cases where the employer has actually used the possibility to exempt employees from the order of priority in the previous redundancy termination. The term "relevant operating unit and collective bargaining area" in this provision refers to the operating unit and collective bargaining area where an employee was terminated due to redundancy. In the case of mergers, the restriction in the fifth paragraph of the provision only applies to operating units and collective bargaining areas where an employee has actually been terminated due to redundancy.*

## **§ 13 Part-time for retirement purpose**

Rules regarding part-time for retirement purpose are applicable in accordance with **Annex 7 Agreement on right to part-time for retirement purpose.**

## **§ 14 Negotiation procedure in the event of legal disputes**

### **Limitations on negotiation**

If a party wishes to claim damages or other specific performance under law, collective agreement or under a special agreement, the party must, unless otherwise provided in the relevant agreement, request a negotiation within four months after the party has been notified of the circumstance on which the claim is based. However, the negotiation must be requested no later than two years after such circumstance.

If a party fails to request a negotiation within the prescribed time, such party loses the right to negotiation.

### **Local negotiations**

In the first instance, the local parties should negotiate (the employer and the local trade union).

Negotiations must begin as soon as possible and no later than within three weeks as of the date of the request, unless the parties have agreed otherwise.

### **Central negotiations**

On completion of the local negotiations, a party who wishes to pursue the matter must refer it to central negotiations.

A request for central negotiation must be made in writing and submitted to the other party's organisation within the following times from the date of completion of the local negotiations;

1. Within two weeks in the event of dispute negotiations relating to a legal dispute concerning annulment of a notice of termination or a summary dismissal or a declaration that fixed-term employment contract is unpermitted and that the employment is permanent, and
2. Within two months for all other legal disputes

If this is neglected, the party loses the right to negotiation.

Central negotiations must begin as soon as possible and no later than

within three weeks from the date of the request, unless the parties have agreed otherwise.

### **Judicial decision**

If a dispute regarding a law, collective agreement or individual agreement subject to central negotiations could not be resolved, a party may refer the dispute for judicial decision within three months from the end date of the central negotiations. If this is neglected, the party loses the right to file a claim.

If a dispute between central parties, i.e. employer's organisation and central union, is referred for judicial decision, the other party should be notified in writing thereof no later than in connection with the submission of a summons application.

The notice must be addressed to the other party's office in the location of such party's registered offices.

#### ***Note to § 14***

*Disputes based on the Employment Protection Act are subject to the deadlines set out in the Act instead of the deadlines set out in this negotiation procedure. This negotiation procedure does not affect the rules on deadlines and obligations of the employer in relation to requesting negotiations under Sections 34, 35 and 37 of the Co-determination Act in the Workplace.*

## **§ 15 The Board for Collective Bargaining**

### **Role of the Board for Collective Bargaining**

The Board for Collective Bargaining must

- track the implementation of agreements on salary and general terms of employment
- provide recommendations in matters referred by a party to the Board
- be a forum for discussions on matters which are significant in relation to the parties' agreements
- act as an Arbitral Tribunal according to agreement.

Matters referred to the Board must be processed promptly.

## **Composition of the Board for Collective Bargaining**

The Board consists of six members, three of which are appointed by the employer party and three by the employee party. The Board appoints its Chairman and Vice Chairman internally. The members of the Board are appointed for a term of two years, subject to the right of the employer and the employee parties to appoint a different representative.

## **Decisions by the Board for Collective Bargaining**

If the Board is unanimous, it may decide on a joint recommendation in a matter and on joint information in relation to a certain issue.

## **Arbitral Tribunal**

If the parties agree, the Board for Collective Bargaining may, in individual matters, act as an Arbitral Tribunal in legal disputes within the parties' competence. Disputes may be processed by the Board only on completion of central negotiations.

If the Board for Collective Bargaining acts as an Arbitral Tribunal, the parties must jointly appoint an impartial Chairman.

The Board may only render decisions in legal disputes if all the members are present. In case of a tied vote, the impartial Chairman has the casting vote.

## **§ 16 Term of Agreement**

This agreement is valid from and including 1 May 2025 to and including 30 April 2027.

Unless a notice of termination is submitted at least three months before the end of its term, the agreement will be extended by one year at a time.

If Svensk Handel or Unionen has terminated this agreement or agreed to move the notice period forward, such termination or agreement will apply automatically to the concerned collective agreement unless the parties agree otherwise.

The entitlement to termination of the agreement falls upon Svensk Handel and Unionen.

Each party notifies the other, if an employer ceases to be a member of Svensk Handel, or if all employees bound by the agreement ceases to be members of Unionen. Through such notification, the agreement ceases to apply to Svensk Handel as far as the relevant employer is concerned and to Unionen as far as the employees are concerned.

Stockholm May 12, 2025

SVENSK HANDEL

UNIONEN

Johan Sommar

Mikael Svensson

## **Annex 1 Agreement on working hour provisions for salaried employees within the retail trade industry**

### **§ 1 Scope of agreement**

#### **1.1 Areas of application**

This agreement applies to employees who are subject to the Collective Agreement for Salaried Employees within the Retail Trade Industry. These employees are excluded from the application of the Working Hours Act (SFS 1982:673) in full.

The parties agree that this agreement is within the scope of the EU's Working Time Directive, which aims to protect workers' health and safety. The Work Environment Act includes special provisions on working hours of minors.

The term union branch, as used herein, means the local trade union.

#### **1.2 Exceptions from the rules on ordinary working hours, etc.**

The provisions of Sections 2–6 of this agreement, regulating ordinary working hours, overtime, on-call hours and notes on overtime and on-call hours as well as total working hours, do not apply to

- a) employees in qualified positions with managerial responsibilities
- b) work carried out by the employee in his or her home or under such circumstances that the employer cannot be expected to supervise how the work is arranged.

#### **1.3 Agreed exceptions from the rules on ordinary working hours, etc.**

Employees who, according to 6.1.1 "Agreement with certain employees" in Collective Agreement for Salaried Employees within the Retail Trade Industry agree that compensation for overtime work will be provided in the form of longer annual leave and/or higher salary, may agree that they will be excluded from the application of Sections 2–6 of this agreement.

It is of mutual interest to both the employer and the union branch to have information on the total working hours for employees who are excluded from Sections 2–6 in this agreement.

At the request of the union branch, the local parties must jointly prepare adequate supporting documentation to assess the volume of working hours of these employees.

## **§ 2 Ordinary working hours**

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

The ordinary working hours may not exceed 40 hours on average per non-holiday week during each year.

### **2.2 Different limitation period**

The employer and the union branch may agree to use a limitation period of a maximum of 12 months. Such an agreement may apply to individual employees or to a group of employees. Notice of termination of such an agreement must be submitted at least three months before the end of its term.

#### ***Note***

*The central parties agree that different working hours may apply in different parts of the year.*

### **2.3 Organisation of working hours**

When working hours are scheduled, the requirements of the business as well as the requirements and wishes of the employees must be taken into account. The employees' ability to combine work with family and social life in general must be taken into account to the extent possible.

If an employee's request cannot be met, the employer must, on request, provide the reasons for this.

If an employee's working hours are changed, a reasonable transitional period, which takes the above into account, may be needed before the change is made effective.

## **§ 3 Overtime**

### **3.1 Overtime work**

Overtime work means work which is carried out in addition to the normal daily working hours by the employee if

- the overtime work was requested in advance, or
- the overtime work was approved in retrospect by the employer.

Overtime work does not include time required to carry out necessary preparatory and closing tasks that are a normal part of the employee's work.

If overtime work was carried out before as well as after the ordinary working hours on a certain day, both overtime periods must be added.

### **3.2 General overtime**

When there are special needs, general overtime up to 200 hours per calendar year may be used.

For purposes of calculating overtime, leave scheduled during the employee's ordinary working hours and on-call hours is equivalent to completed working hours.

### **3.3 Reversal of overtime**

If overtime work is compensated with compensatory leave according to Section 6.3.2 of the Collective Agreement for Salaried Employees within the Retail Trade Industry, a corresponding number of hours is returned to the overtime scope according to 3.2 above (General Overtime).

*Example:*

An employee carries out overtime work, two hours, on a weekday evening. This overtime is deducted from the overtime scope under 3.2. An agreement is made that the employee will be compensated with time off (compensatory leave) for three hours (2 hours x 1.5 hours = 3 hours compensatory leave).

When the compensatory leave has been used, the two overtime hours that were compensated with time off are returned to the overtime scope under 3.2.

No more than 75 hours per calendar year may be reversed and returned to the overtime scope, as described above, unless the employer and the union branch agree otherwise.

**Note**

*The employer and the union branch may agree that overtime compensated with compensatory leave must be scheduled within a certain time period, for example from the time when the overtime work is carried out, or before a certain date. Such agreement applies until further notice and is subject to three months' notice.*

**3.4 Extra overtime**

In addition to the above, and where there are extraordinary reasons, extra overtime may be used in the calendar year, as follows:

1. no more than 75 hours, subject to agreement between the employer and the union branch
2. another maximum of 75 hours, subject to agreement between the central parties or, if agreed, between the employer and the union branch.

**3.5 Emergencies**

In case of a natural disaster or accident, or similar circumstances, which could not be foreseen, and which cause an interruption in the business or cause imminent danger of such interruption or damage to life, health or property, overtime worked as a result thereof will not be taken into account when calculating overtime under 3.2 (General Overtime) and 3.4 above (Extra Overtime).

**§ 4 On-call hours**

**4.1 Scope of on-call hours**

If, due to the nature of the business, the employee must be at the employer's disposal in the workplace to carry out work as and when needed, a maximum of 48 on-call hours may be used in a four-week period, or 50 hours in one calendar month. On-call hours do not include time when the employee carries out work for the employer.

**4.2 Different limitation period**

The employer and the union branch may conclude a written agreement on another limitation period in relation to on-call hours and a certain

individual employee or group of employees.

Such agreements are in force until further notice and subject to three months' notice of termination.

## **§ 5 Records on overtime and on-call hours**

The employer must keep records required to calculate overtime and on-call hours. Individual employees, the union branch or representatives of the central union are entitled to access such records.

## **§ 6 Total working hours**

The total working hours in each seven-day period may not exceed 48 hours on average over a calculation period of a maximum of four months.

The local agreement may provide for a longer calculation period, up to a maximum of 12 months. If the calculation period is extended, the affected employee must be compensated with time off or provided with adequate protection.

For purposes of calculating the total working hours, annual leave and absence due to sickness in periods when the employee would otherwise have worked is equivalent to completed working hours.

### ***Note***

*The total working hours include ordinary working hours, general and extra overtime, emergency overtime and on-call hours. Work carried out during standby duty counts as working hours.*

## **§ 7 Night workers – night**

Night workers are employees who normally carry out at least three hours of their shift at night and employees who will probably carry out a third of their annual working hours at night. Night means the period between 10 pm and 6 am.

Working hours for night worker employees may not exceed eight hours in a 24-hour period on average in a four-month calculation period.

When averaging, 24 hours for each started seven-day period is deducted from the calculation period. Local agreements may derogate from these

provisions, provided that the employee is compensated with time off or adequate protection.

Night workers whose work entails special risks or significant physical or mental effort may not work more than eight hours in the 24-hour period when they carry out the night work. Temporary derogations from these provisions are possible in the event of special circumstances which could not be foreseen by the employer. Such derogations are subject to the employee being granted corresponding compensatory leave.

Vacation and absence due to sickness in a period when the employee would otherwise have worked is equivalent to completed working hours.

## **§ 8 Breaks including meal breaks**

### **8.1 Breaks**

Employees whose working day exceeds five hours are entitled to a break. Derogations are possible subject to local agreement. Such derogation postulates that concerned employees are compensated with time off or provided with adequate protection.

The employer must specify the duration and timing of the breaks as carefully as the circumstances permit.

The number, duration and timing of the breaks must be satisfactory having regard to the working conditions.

#### ***Note***

*A good work environment means it should be possible to pause work, in addition to breaks, in the working day. Such pauses count as working hours.*

### **8.2 Meal breaks**

The break can be replaced with a meal break at the workplace if necessary, having regard to the working conditions or in the event of sickness or another event that could not be foreseen by the employer. Such meal breaks are included in the working hours.

## § 9 Rest

### 9.1 Daily rest

Employees must have at least 11 consecutive hours of rest per 24 hours. The rest should be at night, wherein the period between midnight and 5 am should be included. Mentioned 24-hour period may consist of the calendar day between 00.00–24.00 or another 24-hour period. Once the period has been determined, it must be applied according to a fixed system and used consistently. A change of period is possible in the event of interruptions such as in connection with rescheduling. See Note 1 below.

Temporary derogations from daily rest are possible in the event of a special circumstance that could not be foreseen by the employer, provided that the employee is compensated with corresponding time off. See Note 2 below.

By local agreement, derogation from the above is possible provided that the employee is compensated with time off or provided with adequate protection.

Time off scheduled during ordinary working hours is not subject to any salary deduction.

#### **Note**

*1. For work during standby duty, time off equivalent to actually worked hours during standby duty must be scheduled in direct connection with the next work shift, in order to meet the total daily rest according to the first paragraph above.*

*2. Temporary derogations according to the second paragraph above are possible if required by a special circumstance which could not be foreseen by the employer. In case of such a derogation from daily rest, the employee must be granted an equivalent extended period of rest, i.e. on an hour-by-hour basis, corresponding to the interruption. The corresponding extended period of rest must, if possible, be scheduled in connection with the work shift that interrupted the period of rest. If this is not possible, for objective business reasons, the time off must be scheduled within seven days as of the interruption of the daily rest.*

## **9.2 Weekly rest**

Employees must be granted at least 36 hours of consecutive time off in each seven-day period (weekly rest). Standby duty is not included in the weekly rest.

The time off must be scheduled during weekends to the extent possible. However, the time off may be scheduled at the beginning or the end of a seven-day period. Time off relating to two periods may be combined into a weekly shift, which means it is possible to adjust the time off in the event of e.g. standby duty.

A weekly rest of at least 24 hours may be agreed locally if justified by objective, technical or organisational circumstances.

Temporary derogations from the first paragraph are possible in the event of a special circumstance that could not be foreseen by the employer, provided the employee is compensated with equivalent time off.

By local agreement, derogation from the first paragraph is possible provided that the employee is compensated with time off or provided with adequate protection.

## **§ 10 Negotiation procedure**

The negotiation process of the Collective Agreement for Salaried Employees within the Retail Trade Industry also applies to this agreement.

## **§ 11 Termination of agreements**

Agreements under this agreement may be terminated by the parties in accordance with the provisions in each paragraph.

Agreements may be terminated by the employer, the union branch or the affected central union.

If either party wishes that a local agreement or the right to conclude a local agreement should subsist, the party must promptly request negotiations in this regard during the notice period. The central parties may extend the notice period in relation to a local agreement to facilitate completion of negotiations according to the negotiation

procedure before the expiry of the agreement. As a last resort, the issue of whether or not the agreement should subsist is resolved by the Board for Collective Bargaining.

## **§ 12 Term**

The term of this agreement on working hours coincides with that of the Collective Agreement for Salaried Employees within the Retail Trade Industry.

## **Annex 2 Agreement on skills development**

### **1. Focus**

Competitiveness of companies in the trade industry is increasingly dependent on qualified employees. Continuous and planned skills development of employees is also important in order for the business to develop.

To a large extent, development is possible directly in the workplace through a flexible and stimulating organisation of work, involving a mix of theory and practice.

Continuous development of companies and employees creates conditions for profitability and more secure employment.

### **2. Rights and responsibilities**

All employees have a right to and are responsible for continuously developing at work. Companies must create conditions to facilitate this. Men and women must be given equal opportunities of skills development.

### **3. Skills development in cooperation**

The design of skills development is a task for the management. Skills development is based on a long-term business analysis, carried out by the company following consultation with the local trade union/union representative at the company. The analysis is based on the cooperation and commitment of all employees. It is important that managers are trained to be good leaders.

Skills development plans are designed and reviewed continuously, having regard to the competition and external situations.

Identification of the individual employee's development needs and planning of adequate measures is carried out in cooperation with the employee.

Performance appraisals and workplace meetings are recommended as a basis for skills development planning.

#### **4. Costs**

Skills development requested by the employer is treated as work and subject to compensation according to the applicable collective agreement.

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

Skills development must be noted, stimulated and rewarded. It should be natural to link salary setting with results and skills. Each manager should carry out a performance appraisal as a means of obtaining a basis for assessment of development efforts and salary setting in relation to employees.

##### ***Information***

*The parties have jointly developed the following materials:*

*The policy document "Skills Development"*

*"Tools – The Competence Analysis and the Salaried Employee Review"*

## Annex 3 On-call time

### 1. On-call time

On-call time means time when an employee has no duty to work, but is expected to be at the disposal of the employer at the workplace to carry out work when needed.

### 2. Schedule

On-call time must be allocated so that it does not unfairly burden an individual employee. The schedule for on-call time should be prepared well in advance.

### 3. Compensation for on-call time

On-call time is compensated per on-call hour with 
$$\frac{\text{monthly salary}}{600}$$

However, the following applies:

from 6 pm on Friday to 7 am on Saturday 
$$\frac{\text{monthly salary}}{400}$$

from 7 am on Saturday to midnight on Sunday 
$$\frac{\text{monthly salary}}{300}$$

from 6 pm the previous day until 7 am on Epiphany, 1 May, Ascension Day and All Saints' Day 
$$\frac{\text{monthly salary}}{400}$$

from 7 am on Epiphany, 1 May, National Day, Ascension Day and All Saints' Day until midnight the first weekday after each public holiday 
$$\frac{\text{monthly salary}}{300}$$

from 6 pm on Maundy Thursday and  
 New Years' Eve and from 7 am on  
 Whitsun Eve, Midsummer's Eve and  
 Christmas Eve until midnight on the first  
 weekday after each public holiday

monthly salary	
	150

Compensation for on-call time is paid per 8-hour shift, in applicable cases reduced by the time in respect of which the employee receives overtime compensation.

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

For part-time employees, the compensation must be calculated based on a full-time salary.

#### **4. Local agreements**

The local parties may agree on other solution if there are special reasons.

#### **5. Individual agreements**

The employer and individual employees may agree that the rules on compensation, as set out above, will not apply, but that the employee will receive other reasonable compensation. Such agreement must be in writing.

These terms apply until further notice and may be reviewed in connection with the next salary review.

A party wishing that the terms should cease must notify the other party at least two months in advance.

## Annex 4 Standby duty

### 1. Standby duty

1.1 *Standby duty I* means time when an employee has no duty to work, but is required to be at the employer's disposal by being available for work immediately when needed.

1.2 *Standby duty II* means time when the employee has no duty to work but is required to be available within a prescribed period of time to carry out work at the workplace or another place.

### 2. Schedule

Standby duty must be allocated so that it does not unfairly burden an individual employee. A schedule for standby duty should be prepared well in advance.

### 3. Compensation for standby duty

Standby duty I	Standby duty II
----------------	-----------------

Standby duty is compensated per standby duty hour with	monthly salary	monthly salary
	1,000	1,400

However, the following applies:  
Friday-Sunday

from 6 pm on Friday to 7 am on Saturday	monthly salary	monthly salary
	700	1,000
from 7 am on Saturday to midnight on Sunday	monthly salary	monthly salary
	500	700
from 6 pm the previous day until 7 am on Epiphany, 1 May, Ascension Day and All Saints' Day	monthly salary	monthly salary
	700	1,000

from 7 am on Epiphany, 1 May, National Day, Ascension Day and All Saints' Day until midnight of the first weekday after each public holiday	monthly salary	monthly salary
	500	700
from 6 pm on Maundy Thursday and New Year's Eve and from 7 am on Whitsun, Midsummer's and Christmas Eve until midnight on the first weekday after each public holiday	monthly salary	monthly salary
	250	350

Standby duty is paid per shift for at least 8 hours, in applicable cases reduced by the time for which the employees has received overtime compensation.

If an employee is requested to work, overtime compensation is paid for the time worked; however, for at least one hour in the event of *Standby duty I* and for at least two hours in the event of *Standby duty II*. Compensation for travel costs in connection with such work is paid.

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

For part-time employees, the compensation must be calculated based on a full-time salary.

#### **4. Local agreements**

The local parties may agree on other solution if there are special reasons.

#### **5. Individual agreements**

The employer and the individual employee may agree that the rules on compensation, as set out above, will not apply, given that the employee will receive other reasonable compensation.

Such agreement must be in writing and should include information on the current salary and the compensation received instead of compensation for standby duty.

The agreement is valid until further notice and may be reviewed in

connection with the next salary review.

A party who wishes to terminate such agreement must give the other party at least two months' notice.

The employer and the individual employee may agree that a standby duty shift may be shorter than 8 hours, but the shift must be at least 4 hours. Compensation for standby duty must then be adapted accordingly and, in applicable cases, reduced by the time for which the employee received overtime compensation. Such shortened standby duty shift may only be scheduled once per person and 24 hours.

## Annex 5 Central salary agreement

Svensk Handel and Unionen have agreed three separate salary models in this collective agreement, Annex 5 (Central Salary Agreement), Annex 6 (Central Salary Agreement with Particular Salary Review) and Annex 7 (Local Salary Agreement). The central parties agree that it is particularly important that the companies take a long-term view of the salary model.

According to the Co-determination Act, following negotiation, the companies may change salary models. Such negotiation must take place at least six months before the date of the next salary review. The company must review the current salary structure with the union branch for employees in the company. It is important that the parties attempt to agree on the choice of salary model. The salary model may only be changed once within the term of the agreement.

In case of a change from the salary model under Annex 5 to the salary model under Annex 6 or 7, there must be a local union branch. In case of a change from the salary model under Annex 5 or 6 to Annex 7, a local agreement is also required.

### 1. Salary

#### 1.1 Rules on salary setting

##### Basis

Profitable and growing companies create economic conditions for real salary increases.

Having employees with the right skills who, throughout their working life, have opportunities and motivation for appropriate skills development, is crucial for the development and competitiveness of companies. Special attention should be given to employees with unfavorable skills and salary development.

##### The individual salary system

Salary must be individual and differentiated. The views of the market forces and the local parties on a particular salary structure in the company also affect the salary. Each individual employee must know on what bases salary is set and what the employee can do to increase

his/her salary.

The employer and the employee are jointly responsible for skills development. Increased knowledge and experience enable employees to develop and to carry out tasks that are more qualified and require more responsibility.

It is very important that the assessment of the factors that affect salary for individual employees is based on as objective grounds as possible. Obviously, the factors for individual salary setting must be gender neutral.

Every manager should conduct performance appraisals and salary discussions as a means to obtain a basis for assessment of development efforts and salary setting in relation to individual employees.

The local parties should identify and develop forms of cooperation in connection with pay surveys under the Discrimination Act.

### **Salary setting**

The salary of individual employees must be determined having regard to

- the contents and level of difficulty of the tasks, and the resulting responsibility,
- the performance of the employee and how the requirements are met,
- financial responsibility

Other important factors that should be considered when setting salary include the employee's

- knowledge and experience,
- ability to lead, take initiatives and cooperate,
- the employee's resourcefulness and pedagogical skills.

### **Salary increases**

- It is very important for the company to have a well-developed and entrenched salary policy.
- If an employee has been assigned more qualified tasks with

increased responsibility, his or her salary increase should be granted in addition to the general salary increase.

- An employee who has been assigned wholly or partly new tasks that may be considered as a promotion must obtain a salary increase separately from the salary agreement. Such salary increase must in normal cases occur in connection with the promotion.
- Salary increases that are to be allocated individually according to the agreement shall be divided on the basis of the above.

### **Salary arrangements**

- There must be a salary difference between supervisory employees and subordinate staff in non-specialised positions. In connection with salary setting and salary comparison, benefits in addition to the salary must be taken into consideration.
- Men and women must be paid equal salary for equal work or which should be treated as equal, unless the salary differences are based on factors applicable to the individual salary setting.
- Employees with extensive experience in the company within their work/profession must not have an unfavourable salary development compared to employees with less experience.
- Employees who have been or are on parental leave must not have an unfavourable salary development compared to other employees in the company because of the parental leave.
- Discussions between the salary-setting manager and other employees should be held in relation to an employee who does not receive an acceptable salary increase on the latter's ability to carry out the tasks and the working conditions, the need for skills enhancement or other appropriate measures.

### **Starting salary**

Starting salary means salary in connection with new hires, promotions and when the employee is allocated new tasks in the company.

- Starting salary must be on a par with equivalent positions within the company.
- The outside world, the knowledge and experience of the employee and the requirements in the new position must be

considered.

- The starting salary must be set in accordance with the basis for the individual salary system and the principles relating to the starting salary set out above. Increased abilities and experience must be subject to a salary increase.

## **1.2 Calculation of scope for individual salary increases**

A general scope is calculated as:

3.0 % of the sum of fixed cash salary for employees on 30 April 2025, and

2.7% of the sum of fixed cash salary for employees on 30 April 2026.

Full-time employees are guaranteed, unless otherwise is agreed locally at the review of;

1 May 2025 a salary increase of SEK 470 per month and

1 May 2026, a salary increase of SEK 430 per month.

For part-time employees, this amount must be recalculated on a pro rata basis according to the hours worked.

In relation to employees who are paid a fixed as well as a variable salary, the amount is reduced pro rata according to the ratio of the fixed salary to the total salary. The term total salary means – unless the company and the employee agree otherwise – the average of the variable and fixed salary in 2024 and 2025.

### **Allocation of individual salary increases**

The increase as set out above must be allocated individually, having regard to the basic principles of the individual and differentiated salary setting according to “Rules on Salary Setting”, Section 1.1.

Individual salary increases are to be paid from and including 1 May 2025 and 1 May 2026.

## **1.3 Minimum salary**

The minimum salary of employees over 18 with a period of service of less than one year is, in the period

1 May 2025 – 30 April 2026	SEK 21,767
1 May 2026 – 30 April 2027	SEK 22,355

For employees, with a total period of service of one year in the company, the minimum salary is, in the period

1 May 2025 – 30 April 2026	SEK 23,927
1 May 2026 – 30 April 2027	SEK 24,573

The employee's contribution to the increase is used to achieve the adequate salary amount. If the sum thereof is not sufficient to achieve the salary amount, the remaining part must be contributed outside the available scope of salary increases.

The minimum salary set out above relates to full-time employees. When these amounts are applied to part-time employees, they must be converted on a pro rata basis according to the percentage of full-time worked.

“Salary” as used herein means

- fixed cash salary
- fringe benefits in the form of food or accommodation according to the Swedish Tax Agency.
- in the event of commission, bonuses and similar variable forms of salary: the average thereof according to the norms applicable to setting of pensionable salary under the ITP agreement.

The stated salary amounts also apply to interim staff who are otherwise exempt under Clause 2.2 from the application of the salary agreement.

#### **1.4 Introductory salary**

An introductory salary may be applied provided that

- introduction and training programs as well as time schedules have been approved by the local union, and
- that the employee lacks experience of the relevant tasks.

The introductory salary also applies to new employees who are aged 18–23 and who will undergo planned training in connection with work.

Salary of such employees must amount to at least 75% of the minimum salary for employees over 18. An introductory salary may be paid for a maximum of 12 months; however, not exceeding the agreed introductory period.

## **2. Scope**

### **2.1**

This salary agreement applies to employees who started their employment in the company no later than 30 April 2025 or 30 April 2026.

### **2.2 Exclusion of certain categories**

The salary review does not cover employees who on 30 April 2025 and 30 April 2026, respectively,

- have not reached the age of 18
- or
- are employed as interim staff or with a fixed-term employment contract and whose employment has not lasted for 6 consecutive months
- or
- are employed on a probationary basis and either have not transitioned directly from a previous employment, in which the employee was subject to collective agreement for salaried employees, or who have not been employed for 6 consecutive months
- or
- whose employment is a sideline occupation
- or
- is in an employment that is about to cease, in which the salaried employee is exempt from work beyond the audit date and remaining employment period
- or
- has reached the age specified in Section 32 (a) of the Act on Employment Protection (currently 69 years)

Agreements may be made that employees who are excluded from the salary agreement will be given a salary increase. The provisions in this agreement shall be indicative in this respect.

If an employee, who on 30 April 2025 or 30 April 2026 was employed as interim staff or on a probationary basis, and who is excluded from the salary review according to the first paragraph, becomes a permanent employee at the company during the term of the agreement, the provisions of this agreement are indicative for the purposes of setting the employee's salary.

An employee, who on 30 April 2025 or 30 April 2026 is on unpaid leave for at least three months ahead for reasons other than sickness or parental leave, is excluded from this salary agreement unless otherwise agreed. When an employee returns to work, the salary must be set according to the same standards that applied to other employees at the company under this agreement.

### **2.3 Employees who have terminated their employment**

An employee who has left his or her employment on 1 May 2025 or 1 May 2026 or later and has not received a salary increase under Section 1.2 shall notify the company of his or her claim no later than one month after the employees of the company have been informed that the salary review is completed. If the employee neglects to do so, he/she will not be entitled to a salary increase under this salary agreement.

### **2.4 Employment agreement on 1 November in the year preceding the salary review**

If the company and an employee concluded an employment agreement on 1 November or later with a certain salary and they expressly agree that the agreed salary will apply independently of the next salary review, the employee will not be covered by the salary agreement in the relevant year.

### **2.5 Completed salary review**

If the company has already granted general and/or individual salary increases, pending the conclusion of this salary agreement, such increases are deducted from the amounts due to the employees under Section 1.2 unless otherwise stipulated by local agreement.

### **3. Implementing rules**

#### **3.1 The term “company”**

When calculating the framework for salary increases under clause 1.2 “company” refers to the company as a whole.

#### **3.2 Retroactive recalculation**

If this salary agreement is implemented retroactively, the following applies in relation to sick deductions, deductions for unpaid leave and paid overtime compensation.

Individual recalculation of sick deductions is made as follows:

Sick deductions to and including the 14th calendar day are recalculated retroactively.

Sick deductions from and including the 15th calendar day are not recalculated retroactively other than to the extent the salary increase is taken into account when sickness benefit is determined.

Deductions for unpaid leave are recalculated retroactively. Recalculation must be on an individual basis.

Overtime compensation is recalculated retroactively. The recalculation is carried out with the average salary increase of the employees in the company, unless a local agreement provides that the recalculation must be carried out individually for each employee.

#### **3.3 Change in working hours**

If the length of the working hours of employees at the company changes or some of them change on 1 May 2025 or 1 May 2026 or later, the salary for the employees concerned must be changed in accordance with the change in working hours.

### **4. Commission**

#### **4.1**

Guaranteed commission amounts paid to employees who are compensated entirely by commission shall be increased by SEK 470 per month on 1 May 2025, SEK 430 per month on 1 May 2026.

#### **4.2**

In relation to employees who are paid commission and bonuses, efforts should be made – having regard to the fact that the nature of said forms of salary entails that the annual income of individual employees may vary – to ensure that the income increases, in the long term, in line with that of other employees.

#### **4.3**

Employees who are paid commission or other variable salary components are guaranteed that the salary payable each month, calculated based on an average of the immediately preceding three-month period, amounts to the applicable minimum salary. This provision does not preclude a lower guaranteed salary or similar according to the applicable system of commission salary or other variable salary components.

### **5. Certain pension rules**

#### **5.1 Pensionable salary increases**

If a salary increase is granted to an employee listed in Section 2.3 and who is entitled to a pension, the increase is not pensionable. If the employment has terminated due to retirement, however, the salary increase must be pensionable.

#### **5.2 Reporting of pensionable salary**

Companies must report any pensionable salary increase to Collectum and PRI, respectively, under Clause 1.2 from and including 1 May 2025 and 1 May 2026, respectively .

### **6. Written salary specification**

All salaried employees must receive a written salary specification in connection with payment of salary. This must indicate which tax deductions have been made. It should also indicate the size of the different salary components.

### **Negotiation procedure in connection with salary reviews**

The parties agree on the following negotiating procedure for salary reviews as of 1 May 2025 and 1 May 2026, respectively.

At the request of a party in connection with determining a timetable, the negotiations will start with a briefing of the meaning of the agreement in order to eliminate any ambiguities.

- a) Employees must, no later than 13 June 2025 and 19 March 2026 respectively, submit to the company written information of the members concerned and their appointed representatives. The company must, by 12 September 2025 and 30 April 2026 respectively, submit a written notice to the appointed representatives on the new salary that will be paid to the relevant employees.
- b) If the employees wish to start local negotiations concerning the thus notified salary setting, a notice including proposed revisions by representatives of the employees must be submitted to the company by 26 September 2025 and 15 May 2026 respectively. Local negotiations on salary setting shall be commenced as soon as possible and be completed by 10 October 2025 and 29 May 2026 respectively.
- c) If the local negotiations under b) do not lead to an agreement, the matter may be referred for central negotiation between the Swedish Trade Federation and Unionen. A request for such central negotiation must be made in writing and submitted to the Swedish Trade Federation and Unionen no later than 24 October 2025 and 12 June 2026 respectively. The Swedish Trade Federation and Unionen are then to promptly confirm to the parties a suitable date for the central negotiations.

**Note**

*The local parties may agree to derogate from the negotiation procedure set out in sections a) and b).*

In cases where this negotiation procedure does not come into force pursuant to a) because there is no local trade union representation, the employees may request a negotiation on new salary no later than 13 June 2025 and 19 March 2026 respectively. The employer must serve notice of the new salary payable within 14 days thereafter. Employees have a right to request negotiations within 14 days. At the negotiations, the employee may be assisted by an ombudsman.

## **Annex 6 Central salary agreement with particular salary review**

Svensk Handel and Unionen have agreed three separate salary models in this collective agreement, Annex 5 (Central Salary Agreement), Annex 6 (Central Salary Agreement with Particular Salary Review) and Annex 7 (Local Salary Agreement). The central parties agree that it is particularly important that the companies take a long-term view of the salary model.

According to the Co-determination Act, following negotiations, the companies may change salary models. Such negotiations must take place at least six months before the date of the next salary review. The company must review the current salary structure with the union branch for employees at the company. It is important that the parties endeavour to agree on the choice of salary model. The salary model may only be changed once within the term of the agreement.

In case of a change from the salary model under Annex 5 to the salary model under Annex 6 or 7, there must be a local union branch. In case of a change from the salary model under Annex 5 or 6 to Annex 7, a local agreement is also required.

### ***Note***

*If a union branch resolves, the salary model according to Annex 6 may be fulfilled with Unionen's regional office in the coming salary review. If no new union branch has been formed subsequently, the company must apply the salary model under Annex 5.*

*If there is a workplace representative with a negotiating mandate at the company, the salary model according to Annex 6 may continue to apply.*

### **1. 1 May 2025 and 1 May 2026**

#### **1.1 Joint assumptions**

Salary setting and salary increases occur against the background of the circumstances that create the company's financial circumstances. This creates sustainable conditions for real salary increases.

Having employees with the right skills, who throughout their working

life have opportunities and motivation for appropriate skills development, is crucial for the development and competitiveness of companies. Special attention should be given to employees with an unfavourable skills and salary development.

- Salary must be individual and differentiated.
- Salary must be set having regard to the responsibility and difficulty entailed in the position and the employee's manner of meeting these requirements.
- Salary should increase when the degree of responsibility and difficulty increases and when the employee's performance and abilities improve.
- Every employee should be aware of the bases on which the salary is set and what the employee can do to increase his or her salary. Every manager should conduct performance appraisals and salary discussions as a means to obtain a basis for assessment of development efforts and salary setting in relation to employees.
- The views of the market forces and the local parties on a particular salary structure in the company also affect salary.
- Increased knowledge and experience enable employees to develop and to carry out tasks that are more qualified and require more responsibility. This must be reflected in the salary, and salary increases are therefore granted in addition to the general salary increase.
- The following factors are of particular importance in the setting of salary for senior employees, i.e. managers as well as supervisors and specialists: leadership, judgement and initiative, financial responsibility, collaborative ability, ideas and innovation, as well as pedagogical ability.
- Men and women must be paid equal salary for work which is equal or which should be treated as equal. The parties agree that the local parties will analyse women's salary in relation to men's salary before the salary negotiations that will take place in accordance with the agreements. If these analyses indicate unfair salary differences in the company, the salary must be adjusted in connection with the negotiations.

- The local parties should identify and develop forms of cooperation in connection with pay surveys under the Discrimination Act.
- Employees who have been or are on parental leave must be included in the ordinary salary review and must not have an unfavourable salary development compared to other employees in the company as a result of the parental leave.
- The same principles apply to old as well as to young employees.

## **1.2 Particular salary review**

In the duration period for the years 2025 and 2026, the local parties must, in addition to the increases specified below, negotiate on salary increases so that the employee group maintains or achieves the desired salary structure.

In connection with the salary review, the company and the union branch must review the following.

- The current salary structure and future needs for change.
- Goals and priorities and associated salary criteria for the future salary review.

Considerations regarding the salary structure must take into account, in relation to the employees in the group, the increased experience in their positions, more qualified tasks, more stringent requirements relating to work, increased responsibility and authority, promotion, improvement of work, and development of their own and others' skills which is significant to the business.

Special regard should be had to individuals with an unfavourable salary level or unfavourable salary increase. If such an individual nevertheless is not granted a salary increase in connection with the review, a special discussion must be conducted – at the request of either party – concerning the latter's abilities and tasks, the need to develop skills or other adequate measures.

Any salary increase as a consequence of a salary review shall apply, unless otherwise agreed, with effect from 1 May 2025 and 1 May 2026.

### **1.3 Calculation of scope for individual salary increases**

A general salary increase is calculated as 2.5% of the sum of the fixed cash salary for employees on 30 April 2025 and 2.2% on 30 April 2026.

Full-time employees are guaranteed, unless otherwise agreed locally, to receive SEK 470 and SEK 430 per month at each salary review. In relation to part-time employees, this amount should be recalculated on a pro rata basis according to the hours worked.

In relation to employees who are paid a fixed as well as a variable salary, the amount is reduced pro rata according to the ratio of the fixed salary to the total salary. Total salary means – unless the company and the employee agree otherwise – the average of the variable and fixed salary in the previous contractual year.

An individual salary increase is to apply from and including 1 May 2025 and 1 May 2026.

### **1.4 Minimum salary**

For employees over 18 with a period of service of less than one year, the minimum salary is, in the period

1 May 2025–30 April 2026	SEK 21,767
1 May 2026–30 April 2027	SEK 22,355

For employees with a total period of service of one year in the company, the minimum salary is, in the period

1 May 2025–30 April 2026	SEK 23,927
1 May 2026–30 April 2027	SEK 24,573

The employee's contribution to the increase is used to achieve the adequate salary amount. If the sum thereof is not sufficient to achieve the salary amount, the remaining part must be contributed outside the available scope of salary increases.

The minimum salary set out above relates to full-time employees. When these amounts are applied to part-time employees, they must be converted on a pro rata basis according to the percentage of full-time worked.

“Salary” as used herein means

- a fixed cash salary
- fringe benefits in the form of food or accommodation according to the Swedish Tax Agency
- in the event of commission, bonuses and similar variable forms of salary: the average thereof according to the norms applicable to setting of pensionable salary under the ITP agreement.

The stated salary amounts apply also to interim staff who are otherwise exempt under Clause 2.2 from the application of the salary agreement. However, they do not apply to so-called summer interim staff and similar.

### **1.5 Introductory salary**

An introductory salary may be applied provided that

- introduction and training programs as well as time schedules have been approved by the local union and
- the employee lacks experience of the relevant tasks.

The introductory salary also applies to new employees who are aged 18–23 and who will undergo planned training in connection with work.

The salary of such an employee may amount to 75%, as a minimum, of the minimum salary of employees over 18. Introductory salary may be paid for a maximum of 12 months; however not exceeding the agreed introductory period.

## **2. Scope**

### **2.1**

This salary agreement comprises employees who have commenced their employment with the company no later than 30 April 2025 and 30 April 2026.

### **2.2 Exemption of certain categories**

The salary review does not apply to an employee who, on the date specified in 2.1,

- has not reached the age of 18
- or

- is employed as interim staff or for a fixed term and whose employment has not lasted for 6 consecutive months

or

- is employed on a probationary basis and either has not transitioned directly from a previous employment, in which the employee was subject to collective agreement for salaried employees, or who has not been employed for 6 consecutive months

or

- whose employment is a sideline occupation

or

- is in an employment that is about to cease, in which the salaried employee is exempt from work beyond the audit date and remaining employment period

or

- has reached the age specified in Section 32 (a) of the Act on Employment Protection (currently 69 years)

Agreements may be made that employees who are excluded from the salary agreement will be granted a salary increase. The provisions in this agreement shall be indicative in this respect.

For an employee, who was employed as interim staff or on a probationary basis on the date specified in 2.1 and who is excluded from the salary review according to the first paragraph, and who becomes a permanent employee at the company during the term of the agreement, the provisions of this agreement shall be indicative for the purposes of setting the employee's salary.

Employees who, on the date specified in 2.1, are on unpaid leave for at least three months ahead for reasons other than sickness or parental leave, are excluded from this salary agreement unless otherwise agreed. When an employee returns to work, the salary must be set according to the same standards that applied to other employees at the company under this agreement.

## **2.3 Employees who have terminated their employment**

An employee who terminated his or her employment on 1 May 2025

and 1 May 2026, respectively, or later and has not received any salary increase according to Section 1.3 must submit his or her claim to the employer within one month after the employees of the company was notified that the salary review is complete. If the employee neglects to do so, he/she will not be entitled to a salary increase under this salary agreement.

#### **2.4 Employment contract on 1 November in the year preceding the salary review**

If the company and an employee concluded an employment agreement on 1 November, or later, and they expressly agree that the agreed salary will apply regardless of the next salary review, the employee will not be subject to the salary agreement in the relevant year.

#### **2.5 Completed salary review**

If the company has already granted general and/or individual salary increases pending the conclusion of this salary agreement, such increases are deducted from the amounts due to the employee under Section 1.3 unless otherwise stipulated by local agreement.

#### **2.6 Contractual salary**

The salary agreement also applies to employees with contractual salary, unless the circumstances indicate that this was not the intention when the contract was concluded or renewed.

### **3. Implementing rules**

#### **3.1 The term “company”**

When calculating the framework for salary increases under clause 1.3 “company” refers to the company as a whole.

#### **3.2 Retroactive recalculation**

If this salary agreement is implemented retroactively, the following applies in relation to sick deductions, deductions for unpaid leave and paid overtime compensation.

Sickness deductions are recalculated as follows:

Sick deductions to and including the 14th calendar day are recalculated retroactively. Sick deductions from and including the 15th calendar day

are not recalculated retroactively other than to the extent the salary increase is taken into account when the sickness benefit is determined.

Deductions for unpaid leave are recalculated retroactively.

Recalculation must be on an individual basis.

Overtime compensation is recalculated retroactively. The recalculation is carried out with the average salary increase of the employees in the company, unless a local agreement provides that the recalculation must be carried out individually for each employee.

### **3.3 Change in working hours**

If the length of the working hours of the employees at the company changes or some of them change on 1 May 2025 and 1 May 2026, or later, the salary of the affected employees shall be changed in proportion to the change in working hours.

## **4. Commission**

### **4.1**

Guaranteed commission amounts paid to employees who are compensated entirely by commission shall be increased by SEK 470 per month on 1 May 2025 and SEK 430 per month on 1 May 2026.

### **4.2**

In relation to employees who are paid commission and bonuses, efforts should be made – having regard to the fact that the nature of said forms of salary entails that the annual income of individual employees may vary – to ensure that the income increases, in the long term, in line with that of other employees.

## **5. Certain pension issues**

### **5.1 Pensionable salary increases**

If a salary increase is granted to an employee listed in Section 2.3 and who is entitled to a pension, the increase is not pensionable. If the employment has terminated due to retirement, however, the salary increase must be pensionable.

## 5.2 Notice of pensionable salary

The companies must report any pensionable salary increase to Collectum or PRI under Section 1.3 from 1 May 2025 and 1 May 2026, respectively.

## 6. Written salary specification

All salaried employees must receive a written salary specification in connection with payment of salary. This must indicate which tax deductions have been made. It should also indicate the size of the different salary components.

## Negotiation procedure in connection with salary review

The parties agree on the following negotiation procedure for salary reviews as of 1 May 2025 and 1 May 2026, respectively.

At the request of a party in connection with determining a timetable, the negotiations will start with a briefing of the meaning of the agreement in order to eliminate any ambiguities.

- d) Employees must no later than 13 June 2025 and 19 March 2026, respectively, submit to the company written information of the members concerned and their appointed representatives.  
The company shall no later than on 12 September 2025 and 30 April 2026, respectively, give written notice to the appointed representative(s) of the new salary that are proposed to be paid to the relevant employees.
- e) If the employees wish to start local negotiations concerning the thus notified salary setting, a notice including the proposed revisions by representatives of the employees must be submitted to the company by 26 September 2025 and 15 May 2026, respectively. The local negotiations on the salary setting must be initiated as soon as possible and be completed no later than 10 October 2025 and 29 May 2026, respectively.
- f) If the local negotiations under b) do not lead to an agreement, the matter may be referred for central negotiation between the Swedish Trade Federation and Unionen. A request for such central negotiation must be made in writing and submitted to the Swedish Trade Federation and Unionen no later than 24 October

2025 and 12 June 2026, respectively. The Swedish Trade Federation and Unionen are then to promptly confirm to the parties a suitable date for the central negotiations.

***Note***

*The local parties may agree to derogate from the negotiation procedure set out in sections a) and b).*

## **Annex 7 Local salary agreement**

### **Introduction**

The traditional central salary agreement states how salary increases should be calculated, e.g. in SEK, as a percentage or allocation of general scopes. This agreement is an alternative and does not provide for any such rules. The employer and the local trade union jointly agree on how the negotiations should be conducted, the salary increases and the individual allocation.

### **Conditions**

The implementation of this agreement is introduced by way of the employer's request, according to the negotiation procedure, addressed to the local employee party in the company, by the dates specified in the negotiation process relating to local salary agreements.

The term local employee party, as used herein, means the union branch or, in the event of no such branch, a union representative authorised to negotiate salary.

Information on the significance of the agreement is provided to all employees. The employer and the relevant local employee party will arrange this information.

The employer and the relevant local employee party must, ahead of each salary review, carry out a joint assessment of the company's financial circumstances. The relevant local employee party will receive all relevant information required in the negotiations, such as the company's financial results and prospects, the financial status of the different profit units, sales statistics, etc.

The joint assessment must also include the salary situation in the company. E.g. the salary increases in the last two years, "internal salary statistics" and salary differences between various groups, for example men and women.

Following each completed salary review under this agreement, the employer and the local employee party must carry out a joint assessment of the audit.

The local salary agreement always has the same term as the central salary agreement and terminates on the same date as the central agreement, regardless of the local provisions.

## **Rules for salary setting**

### **Basis**

Profitable and growing companies create economic conditions for real salary increases.

Having employees with the right skills, who throughout their working life have opportunities and motivation for appropriate skills development, is crucial for the development and competitiveness of companies. Special attention should be given to employees with an unfavourable skills and salary development.

### **The individual salary system**

Salary must be individual and differentiated. The views of the market forces and the local parties on a particular salary structure in the company also affect salary. Each individual employee must know on what bases the salary is set and what the employee can do to increase his salary.

The employer and the employees must contribute to the employees' skills development. Increased knowledge and experience enable employees to develop and to carry out tasks that are more qualified and require more responsibility.

It is very important that the assessment of the factors that affect the salary for employees is based on as objective grounds as possible. Performance appraisals can be a means of obtaining a basis for assessment of development efforts and salary setting in relation to employees.

### **Salary setting**

The salary of individual employees must be determined having regard to

- the content and level of difficulty of the tasks, and the resulting responsibility,
- the performance of the employee and how the requirements are

met,

- financial responsibility.

### **Salary increases**

- It is very important for the company to have a well-developed and entrenched salary policy.
- If an employee has been assigned more qualified tasks and responsibility at work, this must be reflected in the salary.
- An employee who has been assigned wholly or partly new tasks that may be considered as a promotion must obtain a salary increase separately from the salary agreement. Such salary increase must in normal cases occur in connection with a promotion.
- Salary increases that are to be allocated individually according to the agreement shall be divided on the basis of the above.

### **Salary arrangements**

- There must be a salary difference between supervisory employees and subordinate staff in non-specialised positions. In connection with salary setting and salary comparison, benefits in addition to the salary must be taken into consideration.
- Men and women must be paid equal salary for equal work or for work which should be treated as equal, unless the salary differences are based on factors applicable to the individual salary setting.
- Employees with extensive experience in the company within their work/profession must not have an unfavourable salary development compared to employees with less experience.
- Employees who have been or are on parental leave must not have an unfavourable salary development compared to other employees in the company because of the parental leave.
- Discussions between the salary-setting manager and other employees should be held in relation to an employee, who does not receive an acceptable salary increase, on the latter's ability to carry out the tasks and the working conditions, the need for skills enhancement or other appropriate measures.

## **Starting salary**

Starting salary means salary in connection with new hires, promotion and when the employee is allocated new tasks in the company.

- The starting salary must be on a par with equivalent positions within the company.
- The outside world, the knowledge and experience of the employee and the requirements in the new position must be considered.
- The starting salary must be set in accordance with the basis for the individual salary system and the principles relating to the starting salary set out above. Increased abilities and experience must be subject to a salary increase.

## **Negotiation procedure**

The negotiation procedure below applies.

1. By 13 June 2025 and 19 March 2026, respectively, employers must notify the local employee party of their wish to implement a local salary agreement. The term local employee party, as used herein, means the union branch or, in the event of no such branch, a union representative authorised to negotiate salary.
2. The employer and the local employee party must jointly inform all the affected employees on the significance and purpose of the agreement. Should the parties, in connection with this information, find that the implementation is no longer useful, the implementation should be interrupted and negotiations should resume as soon as possible according to the provisions of the local salary agreement.
3. If the local parties agree to continue to implement the local salary agreement, a negotiation procedure must be drafted, i.e. when the negotiations are to start and when they must end. The local employee party must inform the employer of which employees are represented in the negotiation. Negotiations must, however, be conducted in such a way that they may end before the date specified in Section 5 below.
4. During negotiations, the local parties of the central parties may

request advice/assistance.

5. If the local parties cannot, with or without advice from the central parties, agree, the negotiations under this agreement will be interrupted. Subsequently, the employer and the local employee party must, as soon as possible, but no later than 12 September 2025 and 30 April 2026, respectively, initiate negotiations under the central salary agreement.

If no local agreement is made, central negotiation must be requested within ten days as of the end of the local negotiations.

### **Work flow and managers' responsibility**

Managers must discuss work results and the correlation with salary setting with each employee. The relevant central parties must draft joint materials that may be helpful in connection with such discussions.

Every manager must pay particular attention to those employees who in the company's opinion do not meet the agreed targets and therefore receive smaller salary increases than most employees in the group/company. Such employees must be offered an opportunity to improve their work, e.g. through training, changes in work allocation and organisation. A special plan relating to such efforts must be drafted.

At the request of the local employee party or a relevant member, the local employee party must participate in such changes/development efforts that may be required to achieve a positive change of the work results.

The development must be reviewed continuously by the manager and the union representative. The requirements are particularly stringent in relation to analysing the reasons why some employees receive smaller salary increases than most employees in the group/company. The employer may not claim that individual employees have failed to meet targets unless opportunities to develop have been offered.

### **Evaluation of the salary review**

The employer and the local employee party must conduct a joint evaluation following the completed salary review. The following matters should be considered:

- The general reactions of the employees and the management to the local salary setting attempt without traditional central salary

agreements.

- The ability of the managers to inform employees of the new salary in relation to tasks and performance.
- The result of special development tasks for some employees.
- For example, have any unjustified salary differences between men and women have been rectified? A comparison to what is known about salary at competitors within the industry.
- Comparison with the company's salary increases in the previous year.
- Changes that are needed to continue with a local salary agreement in the next contractual period.

In addition, each party may also carry out their own evaluation to determine how their own targets and expectations have been met.

### **Written salary specification**

All salaried employees must receive a written salary specification in connection with payment of salary. This must indicate which tax deductions have been made. It should also indicate the size of the different salary components.

## **Annex 8 Agreement on right to part-time for retirement purposes – Svensk Handel and Unionen**

Employees and employers may agree that the working hours of employees may, from the age of 62, be reduced, so-called part-time retirement.

Employees who wish to retire on a part-time basis must submit a written application six calendar months before the date of the requested part-time retirement.

Applications for part-time retirement must be treated fairly and objectively.

The employer must notify the employee within two calendar months as of the date of the application whether or not the application can be accepted.

If the employer accepts the application for part-time retirement, the employment becomes a part-time employment as of the date when the employee's working hours are reduced, with the employment status applicable to part-time retirement.

If the employer does not accept the application, the employee and the local trade union party must be provided with a written justification. In this case, the employee and the local trade union party are entitled to discuss the decision with the employer.

The priority right to employment with a higher employment status under Section 25 a of the Employment Protection Act does not apply to employees who are part-time employees as a result of part-time retirement under this agreement.

### ***Note***

*The parties agree that the agreement must be adapted to the pension regulations applicable at each time.*





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