English translation of the Collective Agreement between the Swedish Trade Federation (Svensk Handel), the Union and the Swedish University Graduate Unions.

May 1, 2017 – April 30, 2020

Salaried Employees

Revised edition as per 1 January 2019
Disclaimer: Please note that this is an unofficial translation of the Swedish collective agreement regarding Salaried employees. 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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• Work Environment Agreement
• Agreement on supplemental pension for the industry and trade sectors – the ITP agreement
• Agreement on Group Life Insurance (TGL)
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• Development Agreement
• Agreement on the Trade Development Council
• Agreement on the use of competition clauses in employment contracts
• Agreement on the rights to salaried employee inventions
• Agreement on social security and work abroad
• Agreement on provisions for part-time retirement – Unionen and Akademikerförbunden

Companies which were subject, on 30 April 2013, to the former Sif agreement and hence the agreements set out below remain bound by these.

Proposal activities of the Swedish Employer’s Association, the Swedish Trade Union Confederation and PTK

Incentive pay

A line in the margin indicated a material change compared to the 2016 version of the agreement.
§ 1  Scope of agreement

1.1  Scope
This agreement applies to companies affiliated with the Swedish Trade Federation and which are specified in a separate list.

1.2  Application
A written request by either Party is required in order for the Agreement to apply at a company. The agreement comes into force from and including the first day of the following month, unless agreed otherwise in individual cases. The agreement applies between the parties specified in the request.

If a company is already bound by a different collective agreement for white collar employees, such agreement will apply until the end of its term, unless otherwise agreed.

1.2.1  The non-mandatory nature of the agreement
If the local parties wish to derogate from a part of the agreement, the central parties will consider the proposal.

1.3  Exemptions
This agreement does not apply to
– white collar employees in management positions
– white collar employees whose employment is a sideline occupation, except in relation to sick pay during the employer’s period according to Section 10 of this agreement.

1.4  Retirement age
In relation to white collar employees who have achieved the ordinary retirement age applicable to them according to the ITP plan, the employer and the white collar employee may agree that employment terms different to those set out herein will apply. A special agreement is required in relation to sick pay after the employer’s period.

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

Protocol note
The Employment Protection Act currently grants white collar employees the right to remain in employment up to the age of 67.


1.5 Expatriates
The employment terms for expatriates are regulated by
- agreement between the employer and the white collar employee, or
- by special regulations for work abroad or the like at the company.

Additionally, the “Agreement on social security for white collar expatriates” 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.

Protocol note
The PTK unions have agreed that union branches and representatives appointed by employees in the PTK area may be represented by a joint body, PTK-L, in relation to the conversion agreement and issues on staff reduction according to the Salaried Employees Agreement. Said body will be treated as the local salaried employee organisation pursuant to the Employment Protection Act (1982:80).

If the employee party cannot be represented by PTK-L, the company must be able to conclude an agreement with each employee organisation separately.

§ 2 Employment

The types of employment listed below are an exhaustive regulation of the forms of employment that are governed by 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 (Note: applies from 1 November 2017)
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 65 years)
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 salaried employee do not agree on a shorter term of employment.

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

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 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 sight of all employment contracts where individual agreement has 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 look into 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 a 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.

Employees may, after the date of conversion to permanent employment, enter into a written agreement with the employer to abandon 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 65 years), 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 employment
status 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**
These rules come into force on 1 November 2017. For employment agreements made before 1 November 2017, the previous rules for such employment apply in full.

For conversion to permanent employment, only employment periods earned in employment entered into 1 November 2017 or later are considered.

**Terms for fixed-term contracts (Note: applies until 31 October 2017)**
The employer and the employee may agree to conclude a fixed-term contract

- with a certain duration, season or certain work, if the special nature of the job justifies this type of employment
- in the event of interim employment to replace an employee, e.g. during leave in connection with paid vacation, illness, training or parental leave,
- to maintain a vacant position for a maximum of six months, unless the employer and the local employee party agree otherwise,
- to cope with a temporary workload increase
- for schoolchildren and students during school vacations or other breaks in their studies and in the event of internships
- for employees who have reached the ordinary retirement age according to the ITP plan.

**2.4 Priority rights for fixed-term employment contracts**
There is no priority right for reemployment 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 transition 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 transition 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 (Note: applies from 1 November 2017)
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 served within one week of concluding the employment contract.
If requested, the employer must consult with a union representative.

Notification of probationary period employment and employment during workload increase (Note: applies until 31 October 2017)
Before the employer and the salaried employee conclude an agreement on probationary period employment or employment to cope with a temporary workload increase, the employer should notify the relevant union branch, if practically possible. However, the notice must be served within one week of 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 Overtime compensation

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

4.1 The right to overtime compensation
Employees are entitled to overtime compensation according to Section 4.3, unless another agreement is made according to 4.1.1–4.1.2.

4.1.1 Agreements with certain employees
The employer and the employee may agree that overtime work will be compensated, instead, by way of increased wages 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 freedom in relation to the organisation of working hours.

Note
If an employee, following agreement according to Section 4.1.1, finds that the working hours significantly differ from the conditions on which the agreement is based, the employee must address this with 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.

4.1.2 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 wages has been set without having regard thereto, the employee must be compensated with three vacation days in addition to statutory annual leave.

4.1.3 Written agreement. Term
Agreements according to 4.1.1 and 4.1.2 must be in writing. They apply until further notice and may be revised in connection with the next wage 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 wages and any wages 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.

4.2 Conditions for overtime compensation

4.2.1 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 in arrears by the employer.

For information on part-time work, please see Section 4.4.

4.2.2 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.

4.2.3 Calculation of overtime
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 together. Only full half-hours must be included in the calculation.

4.2.4 Overtime work that is not associated 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.

4.2.5 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 salaried employee for such costs. This also applies in cases where an agreement is made pursuant to 4.1.1.

4.2.6 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.

4.3 Compensation for overtime

4.3.1 Cash – compensatory leave
Overtime work is compensated with either cash (overtime compensation) or time off (compensatory leave). Compensatory leave is granted at the request of the employee, provided that the employer finds, following consultation with the employee, that this is possible without any inconvenience for the company’s operations.

During the consultation the employer should, as far as possible, take the employee’s wishes into account in relation to when the compensatory leave is to be used.

4.3.2 Size of the compensation

Overtime compensation per hour is paid as follows:

\begin{align*}
\text{Overtime work from 6 am to 8 pm Monday–Friday} \\
\text{monthly wages} & \quad 94 \\
\text{as per agreement} \\
\text{compensatory leave in the amount of 1.5 hours for each hour of overtime work} \\
\text{Overtime work at other times} \\
\text{monthly wages} & \quad 72 \\
\text{as per agreement} \\
\text{compensatory leave in the amount of 2 hours for each hour of overtime work.}
\end{align*}

Monthly wages means the current fixed monthly wages in cash. Overtime work on work-free weekdays is equivalent to overtime work at other times. The same applies to overtime work on Midsummer’s, Christmas and New Year’s Eve.
4.4 Overtime of part-time employees

4.4.1 Compensation for overtime for part-time
If a part-time employee has carried out work in addition to the ordinary daily working hours applicable to the part-time employment, compensation is paid per hour in the amount of the

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

Monthly wage means the current fixed monthly wages in cash.
Weekly working hours means the working hours of the part-time salaried employee per non-holiday week, calculated as a monthly average.

4.4.2 Calculation of overtime for part-time employees
If the overtime work was carried out before as well as after the ordinary working hours applicable to the part-time employment, both time periods must be added together. Only full half-hours must be included in the calculation.

4.4.3 Overtime compensation for part-time employees
A part-time employee is entitled to overtime compensation if the overtime is carried out before or after the ordinary daily working hours of a full-time salaried employee in an equivalent position at the company. The compensation according to 4.3.2 must be calculated based on a full-time wages.

Note
Overtime and overtime for part-time employees may be carried out after agreement between the employer and the employee.

4.5 Common provisions relating to claims for compensation for overtime and overtime for part-time employees
When employees or part-time employees carry out overtime work 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 work.
§ 5  Rescheduled working hours falling outside ordinary working hours

5.1  Rescheduled working hours falling outside ordinary working hours
Rescheduled working hours falling outside ordinary working hours means the part of the employee’s ordinary working hours that is scheduled on the days and times specified in Clause 5.3.

5.2  Notice concerning rescheduled working hours
The employer must notify the employee at least 14 days in advance that the working hours will be rescheduled. The notice should also include information on how long the rescheduling is expected to apply.

5.3  Compensation for rescheduled working hours
Compensation for rescheduled working hours is payable per hour as follows:

Monday to Friday  
from 6 pm to midnight  
monthly wages  
600

Monday to Saturday  
from midnight to 7 am  
monthly wages  
400

Saturday to Sunday  
from 7 am on Saturday to midnight on Sunday  
monthly wages  
300

from 7 am on Epiphany, 1 May, National Day, Ascension Day and All Saints’ Day to midnight before the first weekday after each public holiday  
monthly wages  
300

from 6 pm on Maundy Thursday and New Year’s Eve and from 7 am on Whitsun, Midsummer’s and Christmas Eve until midnight the first weekday after each public holiday  
monthly wages  
150

Compensation for rescheduled working hours and overtime is not payable at the same time.

Monthly wages means the current fixed monthly wages in cash.

For part-time employees, the compensation must be calculated based on full-time wages.
5.4 Local agreements
The local parties may agree on different compensation for rescheduled working hours in the event of special reasons.

5.5 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 an agreement must be in writing and should include information on the relevant wages and the compensation received instead of the compensation for rescheduled working hours falling outside ordinary working hours.

The terms apply until further notice and may be revised in connection with the next wage review.

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

5.6 When the employee has previously received other compensation
If an employee has received compensation for work during rescheduled working hours through earnings or otherwise, and accordingly has not received any special compensation, the terms will not change as a result of this agreement coming into force.

§ 6 On-call hours

6.1 On-call hours
On-call hours 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 a need arises.

6.2 Schedule
On-call hours must be allocated so as to not burden individuals unfairly.

The schedule for on-call hours should be prepared well in advance.

6.3 Compensation for on-call hours
On-call hours are compensated per on-call hour with monthly wages 600

However, the following applies:
from 6 pm on Friday to 7 am on Saturday monthly wages 400
from 7 am on Saturday to midnight on Sunday monthly wages 300

from 6 pm the previous day until 7 am on Epiphany, 1 May, Ascension Day and All Saints’ Day monthly wages 400

from 7 am on Epiphany, 1 May, National Day until midnight the first weekday after each public holiday monthly wages 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 wages 150

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

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

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

### 6.4 Local agreements
The local parties may agree otherwise if there are special reasons.

### 6.5 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 an agreement must be in writing.

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

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

### § 7 Standby duty

#### 7.1 Standby duty
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 a need arises.
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.

### Schedule

Standby duty must be allocated so that it does not unfairly burden an individual employee.

A schedule for standby duty should be prepared in advance.

### Compensation for standby duty

<table>
<thead>
<tr>
<th></th>
<th>Standby duty I</th>
<th>Standby duty II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standby duty is compensated as per standby duty hour at</td>
<td>monthly wages</td>
<td>monthly wages</td>
</tr>
<tr>
<td></td>
<td>1,000</td>
<td>1,400</td>
</tr>
</tbody>
</table>

However, the following applies:

- **Friday-Sunday**
  - from 6 pm on Friday to 7 am on Saturday: monthly wages, 700
  - from 7 am on Saturday to midnight on Sunday: monthly wages, 500
  - from 6 pm the previous day until 7 am on Epiphany, 1 May, Ascension Day and All Saints’ Day: monthly wages, 700

- **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 wages, 700
  - 1,000

- **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 wages, 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 come to work, overtime compensation is payable 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 payable.

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

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

### 7.4 Local agreements

The local parties may agree otherwise if there are special reasons.

### 7.5 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 an agreement must be in writing and should include information on the current wages 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 wage review.

A party who wishes to terminate such an 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 a shortened standby duty shift may only be scheduled once per person and 24 hours.

### § 8 Travel time compensation

#### 8.1 The right to travel time compensation

Employees are entitled to travel time compensation according to Clause 8.3 with the following exceptions:

**Exceptions**

1. An employer and the employee, who have agreed on compensation for overtime according to 4.1.1 and 4.1.2, may agree that the provisions for travel time compensation shall not apply.
2. The employer and the 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 wages are set.

3. Employees with jobs 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.

8.2 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 before as well as after the ordinary working hours on a certain day, both time periods must be added together. Only full half-hours must be 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 must not be 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.

8.3 Travel time compensation
1. Travel time compensation per hour

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

Travel time compensation according to the divisor 240 is payable for a maximum of six hours per calendar day, unless a longer travel time can be evidenced.

2. When the trip was made between 6 pm on Friday to 6 am on Monday

\[
\text{monthly wages} \quad 190
\]
3. When the trip was made between 6 pm on the day before a non-working eve of a public holiday or public holiday and 6 am on a day following a public holiday

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

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

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

§ 9 Vacation

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

9.2 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 white collar party that the qualifying year and/or the vacation year will be moved to other dates or coincide completely.

9.3. Duration of annual leave

9.3.1 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 4 of this Agreement.

Vacation days means both paid and unpaid vacation days.

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

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

\[ A = \text{number of agreed vacation days (according to 9.3.1)} \]
B = number of days of employment during the qualifying year less absence which does not accrue vacation pay
C = number of calendar days during the qualifying year
D = number of earned, paid-out vacation days (fractions are rounded upwards to the nearest whole number).

9.3.3 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.

9.3.4 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.

9.3.5 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:

\[
\text{Number of working days/week} \times \text{number of vacation days pursuant to 9.35} = \text{Number of vacation days (net vacation days) to be scheduled on days which, according to the work schedule, would have been working days. Fractions are rounded to the nearest higher number of days.}
\]

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

<table>
<thead>
<tr>
<th>The employee’s working hours for an average of the following number of working days per week</th>
<th>Number of net vacation days (for 25 days of annual leave)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>3.5</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>15</td>
</tr>
<tr>
<td>2.5</td>
<td>13</td>
</tr>
<tr>
<td>2</td>
<td>10</td>
</tr>
</tbody>
</table>
If the work schedule is changed so that the number of working days per week changes, the number of unused net vacation days is recalculated so that it corresponds to the new schedule.

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

9.3.6 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 payable.

9.4 Vacation pay, vacation supplements, etc.

9.4.1 Vacation pay and vacation supplements
Vacation pay consists of the monthly wages 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 wage applicable at the time of the vacation and fixed wages supplements, if applicable, per month. For information on changes in employment status, see 9.4.6.

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

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

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

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

*Variable wage* components means 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 wage.

Commission, bonuses and similar means such variable wage components that are directly connected with the employee’s personal performance.
Overtime, overtime of part-time employees, and travel compensation includes vacation pay.

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

\[
\text{Average daily income} = \frac{\text{Variable wage component paid during the accrual year}}{\text{Number of days of employment, minus vacation days and whole days of such absence that is included in the calculation of vacation pay during the qualifying year}}
\]

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.

9.4.3 Payment of vacation pay
The vacation supplement of 0.8% is payable together with the wage in connection with or as soon as possible after the annual leave.

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

Exceptions

1. If a significant proportion of the wages consists of variable wages components, the employee is entitled to receive a vacation supplement on account based on the variable wages components. The employer must estimate the size of the supplement. The supplement is payable at the same time as the normal wages 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 9.4.1 and 9.4.2.

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 wages components after the end of the vacation year. This payment should be made in connection with the first normal wages payment in the new qualifying year when a regular wages procedure may be applied.


9.4.4 Vacation compensation
Compensation for each paid and unused vacation day is 4.6% of the current monthly wages and the vacation supplement pursuant to 9.4.1 and 9.4.2.

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 9.3.6 is calculated at 12.5% of the salaried employee’s wages.

9.4.5 Unpaid vacation
For each used unpaid vacation day, a deduction is made from the employee’s current monthly wages at 4.6% of the monthly wages. For information on the term monthly wages, see 9.4.1.

9.4.6 Changed rate of employment
If the employee had a different rate of employment in the qualifying year than at the time of the annual leave, the monthly wages 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 status has changed in the current calendar month, the employment status that applied in most of the calendar days of the month should be used in the calculation. For information on the term monthly wages, see 9.4.1.

9.5 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 wages deduction for the required number of days. Such an agreement must be in writing.

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

1. the employee’s illness or

2. the employee leaving his/her employment under the circumstances stated in Clause 4, paragraph 3, first sentence of the Act on Security of Employment, or

3. termination 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.

9.6  Saved vacation days

9.6.1  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.

9.6.2  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 9.6.1 in the same year.

9.6.3  Vacation pay for saved vacation days
Vacation pay for saved vacation days is calculated according to 9.4.1 and 9.4.2. When the 0.5% vacation supplement is calculated, however, all absence in the qualifying year, excluding ordinary annual leave, must be treated as vacation-pay qualifying absence.

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 9.4.6.

§ 10  Sick pay, etc.

10.1  The right to sick pay and reporting sick

10.1.1  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 10.2.2 second paragraph. Articles 10.3.1–10.3.2 provide for how sick pay is calculated.

Sick pay is paid by the employer as of the 15th calendar day in the sick period pursuant to 10.3.6–10.3.7 and 10.4–10.7.
A sick period starting within 5 calendar days of the end of a previous sick period is treated as a continuation of the previous sick period.

10.1.2 Reporting sick
An employee who becomes sick and as a result 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 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 payable in respect of the time before the employer is notified of the sickness (Section 8, first paragraph of the Sick Pay Act).

10.2 Assurance and doctor’s certificate

10.2.1 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 hampered as a result of the sickness and which days the employee would normally have worked (Section 9 off the Sick Pay Act).

10.2.2 Doctor’s certificate
The employee must provide evidence of the hampered 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.

10.3 Size of sick pay

10.3.1 Size of sick pay
The sick pay is calculated by making a deduction from the wages as set out below.
10.3.2 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 as follows:

| For absence due to illness up to 20% of the weekly working hours (qualifying deduction) | monthly wages x 12.2 | 52 x weekly working hours |
| For absence due to illness exceeding 20% of the weekly working hours until and including day 14 | 20% x monthly wages x 12.2 | 52 x weekly working hours |

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 10.3.5.

10.1.1 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.

10.3.3 Sick pay without regard to qualifying deduction
For a salaried 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.

10.3.4 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 salaried 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 10.3.2, 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. 10.1.1 states that a sick period starting within 5 calendar days of the end of a previous sick period is treated as a continuation of the previous sick period.
10.3.5 Definition of monthly wages and weekly working hours

Monthly wages
The term monthly wages means the current monthly wages.

The monthly wages includes

– a fixed monthly wages in cash and fixed wages supplements, if applicable, per month (e.g. fixed shift or overtime supplements)
– the estimated average commission per month, bonuses, incentive pay or similar variable wages components.

In relation to employees who are paid to a significant extent with variable wages components, the employer and the employee should agree on the amount that will constitute the monthly wages 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 other 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 wages are changed
If the wages are changed, the following applies. The employer must make a sick deduction based on the old wages until the day on which the employee is notified of the new wages.

10.3.6 Sickness from and including the 15th calendar day
For each day of sickness (including non-holiday weekdays and Sundays and public holidays) a sick deduction is made per day as follows:

A monthly wages includes, in addition to as provided in 10.3.5, benefits in the form of food or accommodation, valued according to the instructions by the Swedish Tax Agency.

The sick deduction is calculated differently depending on whether the monthly wages of the employee exceeds or falls below a certain wages threshold. This wages threshold is calculated as
8 x base price amount (pbb)
12

**Example 2018**
Pbb for 2018: SEK 45,500
The wages threshold is:
\[
8 \times \text{SEK 45,500} = \text{SEK 30,333 from 1 July 2018}
\]

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

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

For employees with a monthly wages above the wages threshold:

The sick deduction is equal to

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

**Maximum sick deduction per day**
The daily sick deduction may not exceed

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

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

- fixed monthly wages 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 wages, see 10.3.5.

**10.3.7 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 payable 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 payable 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 waiting days) and non-working 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.

10.4 Certain coordination rules

10.4.1 Rehabilitation benefits

If an employee is absent with rehabilitation benefit during a period which otherwise qualifies for sick pay according to 10.3.7, a wages deduction is carried out as for sickness as of the 15th calendar day according to 10.3.6.

10.4.2 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.

10.4.3 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 Personal Injury Protection Act, the sick pay must be reduced by the amount of such compensation.
10.5 Other restrictions on the right to sick pay

10.5.1 The employee has turned 60
If the employee has turned 60 at the time of employment, the employer and the employee may agree that the employee will not be entitled to sick pay from the 15th calendar day of the sick period. If such an agreement is made, the employer must notify the local salaried employee party.

10.5.2 Concealment of disease
Employees who, at the time of employment, fail to disclose that they have a certain sickness, are not entitled to sick pay from the 15th calendar day of the sick period if the inability to work is due to the sickness in question.

10.5.3 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 salaried 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.

10.5.4 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.

10.5.5 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.

10.5.6 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.

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

10.5.8 Reached retirement age
For information on restrictions on the right to sick pay from and including the 15th calendar day of the sick period for employees who have reached the retirement age, please see Section 1, 1.4.
10.5.9 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.

10.6 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

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

From and including the 15th calendar day, a deduction is made according to 10.3.6–10.3.7.

10.7 Other provisions
When the provisions of this paragraph are applied, benefits payable pursuant to the Personal Injury Protection Act are equivalent to corresponding benefits pursuant to the Social Insurance Code.

§ 11 Time off

11.1 Paid leave, short leave with wages
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.

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.

11.2  Unpaid leave, day off without wages
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.

11.2.1 Wages deduction for full-time employees, full day
When an employee is absent at least one day due to unpaid leave, the following wages 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 wages

− over a period exceeding 5 (6)* working days, a deduction equal to the daily wages for every day off. This also applies to the employee’s non-working weekdays and Sundays or public holidays.

\[ \text{daily wages} = \frac{\text{the fixed monthly wages in cash} \times 12}{365} \]

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

11.2.2 Wages deduction for part-time employees, full day
If an employee is a part-time salaried employee and works only some of the working days in the week (so-called intermittent part-time work), a wages deduction should be made for every day of unpaid leave which would otherwise have been a working day.
The following deduction applies:

Monthly wages divided by

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

*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

<table>
<thead>
<tr>
<th>Working Days/week</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>monthly wages 16.8</td>
</tr>
<tr>
<td>3.5</td>
<td>monthly wages 14.7</td>
</tr>
<tr>
<td>3</td>
<td>monthly wages 12.6</td>
</tr>
<tr>
<td>2.5</td>
<td>monthly wages 10.5</td>
</tr>
<tr>
<td>2</td>
<td>monthly wages 8.4</td>
</tr>
</tbody>
</table>

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

**11.2.3 Wages 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 wages of the employee must be deducted for each calendar month/settlement period.

**11.3 Other leave, leave during part of a day without wages**

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 wages deduction is made for every full half hour. The deduction per hour is 1/175 of the monthly wages. For part-time employees, the deduction is calculated based on a full-time wages.
11.4 Monthly wages
The term monthly wages means the current monthly wages. A fixed monthly wages in cash, as used in this context, means

- fixed monthly wages 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.

11.5 Parental pay

11.5.1 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.

11.5.2 Amount of parental pay
Parental pay consists of the remainder of monthly wages following the deductions under this paragraph. The model is based on the employee receiving 10% of parental pay up to the wages threshold specified below and 90% of wages components above the wages 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 wages exceeds or falls below a certain wages threshold. This wages threshold is calculated as

\[ \frac{10 \times \text{pbb}}{12} \]

Example 2017:
Pbb for 2017: SEK 44,800
The wages threshold is:
\[ \frac{10 \times \text{SEK 44,800}}{12} = \text{SEK 37,333} \] for 2017
For employees with a monthly wages amounting to a maximum of the wages threshold, the daily parental pay deduction is:

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

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

\[ 90\% \times \frac{10 \times \text{pbb} + 10\% \times \text{monthly wages} - 10 \times \text{pbb}}{365} \]

A monthly wages includes, in addition to as provided in 10.3.5, benefits in the form of food or accommodation, valued according to the instructions by the Swedish Tax Agency.

Parental pay is payable as set out below:

<table>
<thead>
<tr>
<th>Employees who have been employed for one, but not two, consecutive years</th>
<th>two monthly wages less 60 deduction for parental leave calculated per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employees who have been employed for two, but not three, consecutive years</td>
<td>three monthly wages minus 90 parental pay deductions calculated per day</td>
</tr>
<tr>
<td>Employees who have been employed for three, but not four, consecutive years</td>
<td>four monthly wages minus 120 parental pay deductions calculated per day</td>
</tr>
<tr>
<td>Employees who have been employed for four, but not five, consecutive years</td>
<td>five monthly wages minus 150 parental pay deductions calculated per day</td>
</tr>
<tr>
<td>Employees who have been employed for five consecutive years</td>
<td>six monthly wages minus 180 parental pay deductions per day</td>
</tr>
</tbody>
</table>

No parental pay is payable for wages components exceeding 15 price base amounts divided by 12.

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

**11.5.3. Payment of parental pay**

Parental pay is payable monthly in connection with ordinary wages 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 payable in the first four months of the leave.
11.5.4 Reduction of parental pay
Parental pay is not payable if the employee has been excluded from parental pay under the Social Insurance Code. If this benefit has been reduced, the parental pay must be reduced to a corresponding extent.

11.6 Leave with temporary parental benefit

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

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

If a period of unpaid leave includes one or several full calendar months/settlement periods, the entire wages of the employee 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 other 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 wages are changed
If the wages are changed, the following applies. The employer must make the deduction based on the old wages until such day the employee is notified of the new wages.

11.6.2 Monthly wages
The term monthly wages means

- a fixed monthly wages in cash and fixed wages supplements, if applicable, per month (e.g. fixed shift or overtime supplements)

- the estimated average commission per month, bonuses, incentive pay or similar variable wages components. In relation to employees whose wages consist, to a
§ 12 Wages for part of a wage period

If an employee starts or ends their employment or changes their employment status during a calendar month/settlement period, the wages are calculated as follows:

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

\( X = \) current monthly wages
\( Y = \) number of calendar days during the relevant month/settlement period
\( Z = \) number of days employed in the relevant month/settlement period
\( L = \) wages in respect of the calculation period

In case the employment status 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 wages are SEK 25,000. Employed from and including 1 October 20xx.

<table>
<thead>
<tr>
<th>Full time to and including 16 May 20xx</th>
<th>Part time (50%) from and including 17 May 20xx</th>
</tr>
</thead>
<tbody>
<tr>
<td>( X = ) SEK 25,000</td>
<td>( X = ) SEK 12,500</td>
</tr>
<tr>
<td>( Y = 31 ) days</td>
<td>( Y = 31 ) days</td>
</tr>
<tr>
<td>( Z = 27 ) days</td>
<td>( Z = 4 ) days</td>
</tr>
<tr>
<td>( L = ) SEK 21,774</td>
<td>( L = ) SEK 1,613</td>
</tr>
</tbody>
</table>
§ 13 Termination

13.1 Termination by the employee

13.1.1 Notice period
The employee must provide the following notice period unless otherwise provided under 13.3.2–13.3.6.

The employee’s notice period in months

<table>
<thead>
<tr>
<th>Period of service at the company</th>
<th>Notice period</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 2 years</td>
<td>1 month</td>
</tr>
<tr>
<td>from and including 2 years</td>
<td>2 months</td>
</tr>
</tbody>
</table>

13.1.2 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.

13.2 Termination by employer

13.2.1 Notice period
The employer must provide the following notice period unless otherwise provided under 13.3.2–13.3.6.

The employer’s notice period in months

<table>
<thead>
<tr>
<th>Period of service at the company</th>
<th>Notice period</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 2 years</td>
<td>1 month</td>
</tr>
<tr>
<td>from and including 2 years to 4 years</td>
<td>2 months</td>
</tr>
<tr>
<td>from and including 4 years to 6 years</td>
<td>3 months</td>
</tr>
<tr>
<td>from and including 6 years to 8 years</td>
<td>4 months</td>
</tr>
<tr>
<td>from and including 8 years to 10 years</td>
<td>5 months</td>
</tr>
<tr>
<td>from and including 10 years</td>
<td>6 months</td>
</tr>
</tbody>
</table>

Notice to 13.1.1 and 13.2.1
Calculation of the period of service

Section 3 of the Employment Protection Act provides how the above period of service should be calculated.
3.2.2 Extended notice period in certain cases
If an employee who has been made redundant due to lack of work has reached the age of 55 on the day of termination, and whose period of service is 10 consecutive years, the notice period must be extended by six months.

13.2.3 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 served by an employer in a period when there is a ban on vacation in the company, is deemed to have been served the day following the end of the ban.

13.3 Other provisions relating to termination

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

13.3.2 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 13.2.1.

13.3.3 Interruption of probationary employment, fixed-term employment due to workload increase, or during holidays, etc.
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 transition into 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 wages following the notice of the early termination of the probationary employment, and two weeks’ wages when the probationary employment does not, in connection with the expiry of the probationary period, transition into a permanent employment contract, unless otherwise agreed.

The parties agree that the notice under Clause 2 above is, in other respects, an internal regulation.

*The following paragraph only applies until to 31 October 2017*

Employment to cope with a temporary work increase, or employment during holidays, study breaks and in the event of internship under 2.2, may be terminated 14 days after the employer or employee has notified the other party that the employment will terminate. The notice must be submitted within one month from the date when the employee started the employment. The notice must be in writing and be submitted by a party in person or, if this is unreasonable, sent by recorded delivery.

13.3.3a Termination of a fixed-term employment contract

*This provision applies to employment started on 1 November 2017 or later.*

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.

*The following applies to employment entered into up to 31 October 2017.*

The following applies to fixed-term and seasonal employment contracts or employment contracts relating to specific tasks if the nature of such tasks justifies such employment 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 salaried 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.
13.3.4 Termination of employment at retirement age
The employment ceases without termination when the employee reaches the retirement age applicable to the employment according to the ITP plan, and no notice under Section 33 of the Employment Protection Act need be served. However, the employment will not cease if the employee has notified the employer that he/she wishes to remain in employment.

13.3.5 Reached retirement age – Notice period
In relation to employees who remain in service at the company after the ordinary retirement age applicable to the employment according to the ITP plan, the notice period under 13.1.1 and 13.2.1 applies. The same applies if an employee has been hired by the company after the employee reached the ordinary retirement age applicable in the company. If the employee has reached 67 years of age, one month’s notice period applies in relation to both the employer and the employee.

13.3.6 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.

13.3.7 Damages when the employee does not observe the notice period
If the salaried 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 wages due in the part of the notice period that the employee failed to observe.

13.3.8 Employment reference
When the employer or the employee has terminated the employment, the employee is entitled to an employment reference, showing

- 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.

13.3.9 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.
13.4 Order of precedence in the event of reduced operations and re-employment

In case of staff reduction, the local parties must evaluate the company’s requests and requirements in terms of staffing. If these requirements cannot be met under applicable law, the order of precedence must be determined with derogation from the provisions of law.

The local parties must select the employees who will be terminated, so that the company’s skills requirements are met as well as the company’s possibility of operating a competitive business and thus enable continued employment.

The local parties will agree, at the request of either party, on the order of precedence in the event of termination, subject to Section 22 of the Employment Protection Act and on the required derogations from the law.

The local parties may also agree an order of precedence in the event of re-employment by derogation from the provisions of Sections 25-27 of the Employment Protection Act. The criteria specified above apply.

The local parties must, upon request, negotiate the order of precedence and confirm agreements in writing.

If the local parties cannot agree, the central parties may, at the request of either party, agree according to the guidelines set out above.

The employer will provide, when matters set out in 13.4 are discussed, the local and central contractual parties with relevant factual background.

**Information**

If no local or central agreement as described above is met, termination based on lack of work and re-employment may be challenged pursuant to the law under the applicable negotiation procedure.

§ 14 Negotiation procedure in the event of legal disputes

**Limitations on negotiation**

If a party wishes to claim damages or other redress under a 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 two months as of 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 termination or a resignation or a declaration that fixed-term employment contract is unauthorised and that the employment is to apply until further notice, 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 as of 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 as of 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 employer and employee organisations 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 labour market.
Transitional rule
The provision under Central Negotiations, Section 1, will enter into force in respect of local dispute negotiations which will end on 1 April 2018. For local dispute negotiations, which will end no later than 31 March 2018, the deadline will be two months instead of two weeks.

§ 15 The Government Board for Collective Bargaining

Role of the Government Board for Collective Bargaining
The Government Board for Collective Bargaining must

- track the implementation of agreements on wages 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 Government 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 Government 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 Government 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 Government 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

This agreement is valid from and including 1 May 2017 to and including 30 April 2020.

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

If the Swedish Trade Federation, Unionen or Akademikerförbunden terminate this agreement or agree to move the notice period forward, such termination or agreement will apply automatically to the affected agreement area unless the parties agree otherwise.

Stockholm 7 June 2017

Swedish Trade Federation
Karolina Sjöberg

Unionen
Kristina Fanberg

Akademikerförbunden *)
Mattias Niinisaari

*) The following organisations form part of Akademikerförbunden: Akademikerförbundet SSR, Civilekonomerna, DIK, Sveriges Arbetsterapeuter, Jusek, Fysioterapeuterna, Naturvetarna, Sveriges Farmaceuter, Sveriges Ingenjörer, Sveriges Psykologförbund, Sveriges Skolledarförbund, Sveriges Universitetslärarförbund and Sveriges Veterinärförbund.
Agreement on working hour provisions for white collar employees

§ 1 Scope of agreement

1.1 Areas of application
This agreement applies to employees who are subject to the Salaried Employees Agreement. 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 §§2–6, regarding ordinary working hours, overtime, overtime of part-time employees, on-call hours and notes on overtime, overtime of part-time employees 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 4.1.1 “Agreement with certain employees” in the Salaried Employees Agreement agree that compensation for overtime work will be provided in the form of longer annual leave and/or higher wages, may agree that they will be excluded from the application of §§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 §§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 over a limitation period of a maximum of four weeks or one calendar month. The week starts on a Monday unless a different calculation is used at the workplace.

In relation to employees in intermittent three-shift work, the working hours may not exceed 38 hours on average per non-holiday week and year.

In relation to employees in intermittent three-shift work and underground work, the ordinary working hours may not exceed 36 hours on average per non-holiday week and year.

2.2 Different limitation period
The employer and the union branch may agree to use a limitation period of a maximum of twelve months. Such an agreement may apply to individual employees or to a group of employees. Notice of termination of such an agreement must be served 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 job.

Only full half-hours are included when overtime is calculated.

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 together.

In relation to part-time employees, work which is compensated pursuant to Section 4.4.1 of the Salaried Employees Agreement is deducted from overtime under 3.2 below.

### 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 salaried 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 the Salaried Employees Agreement, a corresponding number of hours is returned to the overtime allowance according to 3.2 above (General Overtime).

Example:
An employee carries out overtime work, four hours, on a weekday evening. This overtime is deducted from the overtime allowance under 3.2. An agreement is made that the employee will be compensated with time off (compensatory leave) for six hours (4 hours x 1.5 hours = six hours compensatory leave).

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

No more than 75 hours per calendar year may be reversed and returned to the overtime allowance, 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, within a certain period from the time when the overtime work is carried out, or before a certain date. Such an 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 special 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
   union 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).

3.6 Overtime of part-time employees
Overtime of part-time employees is such working hours that exceed a part-time
employee’s ordinary working hours according to the employment agreement.

§ 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 the need arises, 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’
otice of termination.
§ 5  Records on overtime, overtime of part-time employees, and on-call hours

The employer must keep records required to calculate overtime, overtime of part-time employees and on-call hours. Individual employees, the union branch or representatives of the central employee parties 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, overtime of part-time employees 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 is subject to affected employees being compensated with time off or provided with adequate protection.

The employer must specify the duration and timing of the breaks as closely as 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. Said 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 wages 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 for 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 agenda

The negotiation process of the Salaried Employees Agreements 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 central employee party.

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 union 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 Government Board for Collective Bargaining.

§ 12 Term

The term of this agreement on working hours coincides with that of the Salaried Employees Agreement.
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.

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 wages setting with results and skills. Each manager should carry out an appraisal as a means of obtaining a basis for assessment of development efforts and wages 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”*
Central wage agreement

The Swedish Trade Federation and Unionen have agreed three separate wages models in this collective agreement, Annex 3 (Central Wage agreement), Annex 4 (Central Wage agreement With Wage review) and Annex 5 (Local Wage agreement). The central parties agree that it is particularly important that the companies take a long-term view of the wages model.

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

In case of a change from the wages model under Annex 3 to the wages model under Annex 4 or 5, there must be a local union branch. In case of a change from the wages model under Annex 3 or 4 to Annex 5, a local agreement is also required.

1. WAGES

1.1 Rules on wages setting

Basis
Profitable and growing companies create economic conditions for real wage 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 wage development.

The individual wage system
Wages must be individual and differentiated. The views of the market forces and the local parties on a particular wages structure in the company also affect wages. Each individual employee must know on what bases wages are set and what the employee can do to increase his/her wages.

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 wages for individual employees is based on as objective grounds as possible. Obviously, the factors for individual wages setting must be gender-neutral.

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

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

**Wages setting**

The wages 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 wages include the employee’s

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

**Wage increases**

− It is very important for the company to have a well-developed and entrenched wage policy.

− If an employee has been assigned more qualified tasks with increased responsibility, his or her wages increase should be granted in addition the general wages increase.

− An employee who has been assigned wholly or partly new tasks that may be considered as a promotion must obtain a wage increase separately from the wage agreement. Such a wage increase must in normal cases occur in connection with a promotion.

− Wage increases that are to be distributed individually according to the agreement shall be divided on the basis of the above.

**Wages arrangements**

− There must be a wage difference between supervisory employees and subordinate staff in non-specialised positions. In connection with wage setting and wage comparison, benefits in addition to the wages must be taken into consideration.
– Men and women must be paid equal wages for equal work or which should be treated as equal, unless the wage differences are based on factors applicable to the individual wage setting.

– Employees with extensive experience in the company within their work/profession must not have an unfavourable wage development compared to employees with less experience.

– Employees who have been or are on parental leave must not have an unfavourable wage development compared to other employees in the company because of the parental leave.

– Discussions between the wage-setting manager and other employees should be held in relation to an employee who does not receive an acceptable wage 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 wages
Starting wages means wages in connection with new hires, promotions and when the employee is allocated new tasks in the company.

– Starting wages 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 wages must be set in accordance with the basis for the individual wage system and the principles relating to the starting wages set out above. Increased abilities and experience must be subject to a wage increase.

1.2 Calculation of scope for individual wage increases

A general scope is calculated as:

2.0% of the sum of fixed cash wages for employees on 30 April 2017, and

2.0% of the sum of fixed cash wages for employees on 30 April 2018, as well as

2.0% of the sum of fixed cash wages for employees on 30 April 2019.

Full-time employees are guaranteed, unless otherwise agreed locally, at the review of 1 May 2017, a wage increase of SEK 285 per month.
review of 1 May 2018, a wage increase of SEK 291 per month.
review of 1 May 2019, a wage increase of SEK 297 per month.

For 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 wage, the amount is reduced pro rata according to the ratio of the fixed wages to the total wages. The term total wages means – unless the company and the employee agree otherwise – the average of the variable and fixed wages in 2016, 2017 and 2018.

**Allocation of individual wage increases**
The increase as set out above must be distributed individually, having regard to the basic principles of the individual and differentiated wage setting according to “Rules on Wage Setting”, Section 1.1.

Individual wage increases are to be paid from 1 May 2017, 1 May 2018 and 1 May 2019.

### 1.3 Minimum wages
The minimum wages of employees over 18 with a period of service of less than one year is, in the period

<table>
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<td>1 May 2019 – 30 April 2020</td>
<td>SEK 18,226</td>
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</tbody>
</table>

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

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</thead>
<tbody>
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</tr>
<tr>
<td>1 May 2019 – 30 April 2020</td>
<td>SEK 20,161</td>
</tr>
</tbody>
</table>

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

The minimum wages 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.

“Wages” as used herein means
- fixed cash wages
- 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 wages: the average thereof according to the norms applicable to setting of pensionable wages under the ITP agreement.

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

1.4 Introductory wages
An introductory wages 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 wages also applies to new employees who are aged 18–23 and who will undergo planned training in connection with work.

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

2. SCOPE

2.1 This wage agreement applies to employees who started their employment in the company no later than 30 April 2017, 30 April 2018 or 30 April 2019.

2.2 Exclusion of certain categories
The wage review does not cover employees who on 30 April 2017, 30 April 2018 and 30 April 2019

− 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 months (Note: applies from 1 November 2017)

− are employed as interim staff or as an intern or otherwise for a fixed term, a specific season or specific work, and whose employment has not lasted for 6 months (Note: applies from 31 October 2017)

or

are employed on a probationary basis and either have not transitioned directly from a previous employment, in which the employee was subject to a collective
agreement on general terms, or who have not been employed continuously for 6 months

or

– whose employment is secondary

or

– employees who have turned 67.

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

If an employee, who on 30 April 2017, 30 April 2018 or 30 April 2019 was employed as interim staff or on a probationary basis, and who is excluded from the wage 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 wages.

An employee, who on 30 April 2017, 30 April 2018 or 30 April 2019 is on unpaid leave for at least three months ahead for reasons other than sickness or parental leave, is excluded from this wage agreement unless otherwise agreed. When an employee returns to work, the wages 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 2017, 1 May 2018 or 1 May 2019 or later and has not received a wages increase under Section 1.2 shall notify the company of his or her claim no later than one month after the employee of the company have been informed that the wage review is completed. If the employee neglects to do so, he/she will not be entitled to a wages increase under this wage agreement.

2.4 Employment agreement on 1 November in the year preceding the wage review

If the company and an employee concluded an employment agreement on 1 November or later with a certain wages and they expressly agree that the agreed wages will apply independently of the next wage review, the employee will not be covered by the wage agreement in the relevant year.
2.5 Wage adjustments already made
If the company has already granted general and/or individual wage increases, pending the conclusion of this wage 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”
If a company runs its business in several locations or if it has several units in the same location, the following applies to the calculation of the wage increases under Clause 1.2. If it has been a clear policy at the company in connection with the implementation of previous wage agreements or if stipulated by a local agreement, the term “company” means the company as a whole, otherwise this agreement is implemented in each business unit separately.

3.2 Retroactive recalculation
If this wage 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 wage increase is taken into account when sickness benefit is determined.

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

Overtime compensation is recalculated retroactively. The recalculation is carried out with the average wage 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 2017, 1 May 2018 and 1 May 2019 or later, the wages 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 285 per month
on 1 May 2017, SEK 291 per month on 1 May 2018 and SEK 297 per month on 1 May 2019.

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

5. CERTAIN PENSION ISSUES

5.1 Pensionable wage increases
If a wage 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 wage increase must be pensionable.

5.2 Reporting of pensionable wages
Companies must report any pensionable wage increase to Collectum and PRI under Clause 1.2 from and including 1 May 2017, 1 May 2018 and 1 May 2019.

NEGOTIATION PROCEDURE IN CONNECTION WITH WAGE REVIEWS

The parties agree on the following negotiating procedure for wage reviews as of 1 May 2017, 1 May 2018 and 1 May 2019.

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

a) Employees must, no later than 28 June 2017, 19 March 2018 and 19 March 2019, submit to the company written information of the members concerned and their appointed representatives. The company must, by 1 September 2017, 30 April 2018 and 30 April 2019, submit a written notice to the appointed representatives on the new wages that will be paid to the relevant employees.

b) If the employees wish to start local negotiations concerning the thus notified wage setting, a notice including proposed revisions by representatives of the employees
must be submitted to the company by 20 September 2017, 15 May 2018 and 15 May 2019. Local negotiations on wage setting shall be commenced as soon as possible and be completed by 6 October 2017, 30 May 2018 and 30 May 2019.

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 20 October 2017, 13 June 2018 and 13 June 2019. 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 a new wages no later than 28 June 2017, 19 March 2018 and 19 March 2019.

The employer must serve notice of the new wages payable within 14 days thereafter. Employees have a right to request negotiations within 14 days. At the negotiations, the employee may be assisted by a representative.
Central wage agreement with wage review

The Swedish Trade Federation and Unionen have agreed three separate wage models in this collective agreement, Annex 3 (Central Wage Agreement), Annex 4 (Central Wage Agreement With Wage review) and Annex 5 (Local Wage Agreement). The central parties agree that it is particularly important that the companies take a long-term view of the wages model.

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

In case of a change from the wage model under Annex 3 to the wage model under Annex 4 or 5, there must be a local union branch. In case of a change from the wage model under Annex 3 or 4 to Annex 5, a local agreement is also required.

Note
If a union branch closes, the wage model according to Annex 4 may be implemented with Unionen’s regional office in future wage reviews. If no new union branch has been formed subsequently, the company must apply the wage model under Annex 3.

If there is a workplace representative with a negotiating mandate at the company, the wage model according to Annex 4 may continue to apply.

1. 1 May 2017, 1 May 2018 and 1 May 2019

1.1 Joint assumptions
Wage setting and wage increases occur against the background of the circumstances that create the company’s financial circumstances. This creates sustainable conditions for real wage 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 wage development.

– Wages must be individual and differentiated.
− Wages must be set having regard to the responsibility and difficulty
  entailed in the position and the employee’s manner of meeting these
  requirements.

− Wages 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 wages are set
  and what the employee can do to increase his or her wages. Every
  manager should conduct appraisals and wage discussions as a means to
  obtain a basis for assessment of development efforts and wage setting in
  relation to employees.

− The views of the market forces and the local parties on a particular wage
  structure in the company also affect wages.

− 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 wages, and wage increases are therefore
  granted in addition the general wage increase.

− The following factors are of particular importance in the setting of wages
  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 wages for work which is equal or
  which should be treated as equal. The parties agree that the local parties
  will analyse women’s wages in relation to men’s wages before the wage
  negotiations that will take place in accordance with the agreements. If
  these analyses indicate unfair wage differences in the company, the
  wages must be adjusted in connection with the negotiations.

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

− Employees who have been or are on parental leave must be included in
  the ordinary wage review and must not have an unfavourable wage
  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 Wage review

In the contractual years 2017, 2018 and 2019, the local parties must, in addition
to the increases specified below, negotiate on wage increases so that the employee group maintains or achieves the desired wage structure.

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

− The current wage structure and future needs for change.
− Goals and priorities and associated wage criteria for the future wage review.

Considerations regarding the wage 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 wage level or unfavourable wage increase. If such an individual nevertheless is not granted a wage 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 wage increase as a consequence of a wage review shall apply, unless otherwise agreed, with effect from 1 May 2017, 1 May 2018 and 1 May 2019.

1.3 Calculation of scope for individual wage increases

A general wage increase is calculated as 1.5% of the sum of the fixed cash wages for employees on 30 April 2017, 1.5% on 30 April 2018 and 1.5% on 30 April 2019. Full-time employees are guaranteed, unless otherwise agreed locally, to receive SEK 285, SEK 291 and SEK 297 per month at each wage 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 wages, the amount is reduced pro rata according to the ratio of the fixed wages to the total wages. Total wages means – unless the company and the employee agree otherwise – the average of the variable and fixed wages in the previous contractual year.

An individual wage increase is to apply from 1 May 2017, 1 May 2018 and 1 May 2019.

1.4 Minimum wages

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

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

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</tbody>
</table>

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

“Wages” as used herein means:

- a fixed cash wages
- 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 wages: the average thereof according to the norms applicable to setting of pensionable wages under the ITP agreement.

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

1.5 **Introductory wages**

An introductory wages 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 wages also applies to new employees who are aged 18–23 and who will undergo planned training in connection with work. The wages of such an employee may amount to 75%, as a minimum, of the minimum wage of employees over 18. Introductory wages may be paid for a maximum of 12 months; however not exceeding the agreed introductory period.

2 **Scope**

2.1 This wage agreement comprises employees who have commenced their employment with the company no later than 30 April 2017, 30 April 2018 or 30 April 2019.
2.2 Exemption of certain categories
The wage 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 months (Note: applies from 1 November 2017)

- is employed as interim staff or intern or otherwise for a fixed term, a specific season or specific work, and whose employment has not lasted for 6 months (Note: applies from 31 October 2017)

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

or
- whose employment is secondary

or
- employees who have turned 67.

Agreements may be made that employees who are excluded from the wage agreement will be granted a wage 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 wage 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 wages.
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 wage agreement unless otherwise agreed. When an employee returns to work, the wages 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 2017, 1 May 2018 or 1 May 2019, or later, and has not received any wage increase under Clause 1.3 must submit his or her claim to the company within one month after the employee at the company was notified that the wage review is complete. If the employee neglects to do so, he/she will not be entitled to a wage increase under this wage agreement.
2.4 Employment agreement on 1 November in the year preceding the wage review
If the company and an employee concluded an employment agreement on 1 November, or later, with a certain wages and they expressly agree that the agreed wages will apply independently of the next wage review, the employee will not be subject to the wage agreement in the relevant year.

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

2.6 Contractual wages
The wage agreement also applies to employees with contractual wages, 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”
If a company runs its business in several locations or if it has several units in the same location, the following applies to the calculation of the wage increases under Section 1.3. If it has been a clear policy at the company in connection with the implementation of previous wage agreements or if stipulated by a local agreement, the term “company” means the company as a whole, otherwise this agreement is implemented in each business unit separately.

3.2 Retroactive recalculation
If this wage 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 wage increase is taken into account when the sickness benefit is determined.

Deductions for unpaid leave are recalculated retroactively. Recalculation may be on an individual basis.
Overtime compensation is recalculated retroactively. The recalculation is carried out with the average wage 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 2017, 1 May 2018 and 1 May 2019, or later, the wages of the affected employees shall be changed in proportion to the change in working hours.

### 4. Commission

#### 4.1 Guaranteed commission amounts

Guaranteed commission amounts paid to employees who are compensated entirely by commission shall be increased by SEK 285 per month on 1 May 2017, SEK 291 per month on 1 May 2018 and SEK 297 per month on 1 May 2019.

#### 4.2 Commission and bonuses

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 wages 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 wage increases

If a wages 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 wage increase must be pensionable.

#### 5.2 Notice of pensionable wages

The companies must report any pensionable wage increase to Collectum and PRI under Section 1.3 from 1 May 2017, 1 May 2018 and 1 May 1 2019.

### NEGOTIATION PROCEDURE IN CONNECTION WITH WAGE REVIEWS

The parties agree on the following negotiation procedure for wage reviews as of 1 May 2017, 1 May 2018 and 1 May 2019.

At the request of a party in connection with determining a timetable, the negotiations will start with a review of the significance of the agreement in order to eliminate any ambiguities.
a) Employees must no later than 28 June 2017, 19 March 2018 and 19 March 2019 submit to the company written information of the members concerned and their appointed representatives.

The company shall no later than on 1 September 2017, 30 April 2018 and 30 April 2019 give written notice to the appointed representative(s) of the new wages that are proposed to be paid to the relevant employees.

b) If the employees wish to start local negotiations concerning the thus notified wages setting, a notice including the proposed revisions by representatives of the employees must be submitted to the company by 20 September 2017, 15 May 2018 and 15 May 2019. The local negotiations on the wage setting must be initiated as soon as possible and be completed no later than 6 October 2017, 30 May 2018 and 30 May 2019.

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 20 October 2017, 13 June 2018 and 13 June 2019. 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)._
Local wage agreement

Introduction
The traditional central wage agreement states how wage increases should be calculated, e.g. in SEK, as a percentage or distribution of profits. 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 wage increases and the individual distribution.

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 wage 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 wages.

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 wage 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 wage situation in the company. E.g. the wage increases in the last two years, “internal wage statistics” and wage differences between various groups, for example men and women.

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

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

Rules for wage setting

Basis
Profitable and growing companies create economic conditions for real wage 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 wage development.

**The individual wage system**

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

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 wages for employees is based on as objective grounds as possible. Appraisals can be a means of obtaining a basis for assessment of development efforts and wage setting in relation to employees.

**Wage setting**

The wages 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 wages include the employee’s

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

**Wage increases**

- It is very important for the company to have a well-developed and entrenched wage policy.

- If an employee has been assigned more qualified tasks and responsibility at work, this must be reflected in the wages.

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

**Wage arrangements**

• There must be a wage difference between supervisory employees and subordinate staff in non-specialised positions. In connection with wage setting and wage comparison, benefits in addition to the wages must be taken into consideration.

• Men and women must be paid equal wages for equal work or for work which should be treated as equal, unless the wages differences are based on factors applicable to the individual wage setting.

• Employees with extensive experience in the company within their work/profession must not have an unfavourable wage development compared to employees with less experience.

• Employees who have been or are on parental leave must not have an unfavourable wage development compared to other employees in the company because of the parental leave.

• Discussions between the wage-setting manager and other employees should be held in relation to an employee, who does not receive an acceptable wage 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 wages**

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

• The starting wages 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 wages must be set in accordance with the basis for the individual wage system and the principles relating to the starting wages set out above. Increased abilities and experience must be subject to a wage increase.
NEGOTIATION PROCEDURE

The negotiation procedure below applies.

1. By 28 June 2017, 1 March 2018 and 1 March 2019, employers must notify
   the local employee party of their wish to implement a local wage 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
   wages.

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 wage agreement.

3. If the local parties agree to continue to implement the local wage 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 1 September 2017, 30 April 2018 and 30 April
   2019, initiate negotiations under the central wage 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 wage 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
wage 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 wage 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 wage review**
The employer and the local employee party must conduct a joint evaluation following the completed wage review. The following matters should be considered:

- The general reactions of the employees and the management to the local wage setting attempt without traditional central wage agreements.
- The ability of the managers to inform employees of the new wages in relation to tasks and performance.
- The result of special development tasks for some employees.
- Whether any unjustified wage differences between men and women have been rectified? A comparison to what is known about wages at competitors within the industry.
- Comparison with the company’s wage increases in the previous year.
- Changes that are needed to continue with a local wage 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.
Wage agreement Akademikerförbunden

Introduction

The traditional central wage agreement states how wage increases must be calculated, e.g. in SEK, as a percentage or distribution of profits. This agreement does not provide for any such rules. It is the employer and the local Akademikerföreningen that together will agree on how to structure the negotiations, the wage scope and the individual allocation.

Wages are an important management tool in the individual company in order to achieve productive and efficient operations.

1. Starting preconditions for local wage formation – Employer and Akademikerförening jointly

a. The common wage principles for wage setting under this agreement are based on an assumption that the local parties review the agreement’s intentions and application at the company. The local parties must, based on their knowledge of the company’s circumstances, consensually participate in the wage setting, with mutual respect.

b. The local parties must endeavour to agree. If it proves difficult to reach an agreement, the local parties may contact their respective organisation in order to clarify the intention of the agreement. Information on the significance of the agreement is provided to the members of the local Akademikerföreningen branch. The employer and Akademikerföreningen will arrange such information.

c. Ahead of each wage review, the employer and the relevant local party must assess the financial and market conditions in relation to the company.

d. The parties must jointly analyse the company’s wage structure, e.g. the wage increases over the last two years, “internal wages statistics” and wage difference between different groups and between men and women.

e. Local wage agreements have the same terms as the agreement on wages and general terms for employees and terminate on the same date as the central agreement, regardless of the local provisions.
2. **Rules for wage setting – Employer and Akademikerföreningen jointly**

2.1 **Starting points for wage setting**
Profitable and growing companies create economic conditions for real wage increases.

It is of great importance for the development and competitiveness of the companies that they are able to retain employees with the right competence, who throughout their professional lives are granted the opportunity and motives for a purposeful development of their individual competence. If there are employees for whom the development of competence and wages is unfavourable, particular attention shall be paid to them.

2.2 **Wage increases**
It is very important for the company to have a well-developed and entrenched wage policy. If an employee has been assigned more qualified tasks and responsibility at work, this must be reflected in the wages.

The views of the market forces and the local parties on a particular wage structure in the company also affect wages.

An employee who has been assigned wholly or partly new tasks that may be considered as a promotion must obtain a wage increase separately from the wage agreement. Such a wage increase must in normal cases occur in connection with a promotion.

2.3 **Wage arrangements**
There must be a wage difference between supervisory employees and subordinate staff in non-specialised positions. In connection with wage setting and wage comparison, benefits in addition to the wage must be taken into consideration.

Men and women must be paid equal wages for work which is equivalent or for work which should be treated as equivalent, unless the differences in wages are a result of factors that apply to the individual wages adjustment.

Employees with a long experience within the company in their work/profession shall not have an unfavourable wage development in relation to employees with shorter experience.

Employees who have been or are on parental leave shall not, because of the leave, have a disadvantageous wage development in relation to other employees at the company.

As for employees, who do not receive an acceptable wage increase, separate discussions shall be held between the manager determining the wages and the employee about the latter’s conditions for the work assignments and the general work conditions, the need for competence-increasing efforts or other purposeful actions.
2.4 Starting wages
Starting wages means wages in connection with new hires, promotion and when the employee is allocated new tasks in the company.

The starting wages 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 wages shall be determined according to the basic principles of the individual wage system and the principles for starting wages set out above. Increased ability and experience should lead to a wage increase.

2.5 Principles for the individual wage setting
Wages must be individual and differentiated. Each individual employee must know on what basis wages are set and what the employee can do to increase his wages.

The employer and the employee are jointly responsible for skills development. Increased knowledge and experience lead to the employee being able to develop to perform work assignments that are more qualified and require more responsibility.

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

Every manager should hold appraisals/wage discussions as a means of obtaining a basis for assessment of development efforts and wages setting in relation to individual employees. The wages will stimulate the individual to improve work performance, to assume greater responsibility, to achieve higher skills and to develop the business.

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

2.6 Criteria for setting wages
The wages of individual employees must be determined having regard to

- the contents and level of difficult of the tasks, and the resulting responsibility,
- the employee’s performance at work and ability to meet set targets,
- the employee’s individual skills,
- the company’s profitability and the employee’s contribution thereto.

Other important factors that should also be considered may e.g. be the employee’s

- knowledge and experience,
- ability to lead, take initiatives and cooperate,
- resourcefulness and pedagogical skills.
3. **Wage review**

The parties agree on the following wage review dates.

- 1 May 2017
- 1 May 2018
- 1 May 2019

The parties should also confirm a timetable for wage discussions and the implementation of the wage review.

**a) Information on members**

Akademikerföreningen shall submit written information on the members concerned and their appointed representatives to the company no later than 28 June 2017, 19 March 2018 and 19 March 2019.

**b) Individual wage discussions**

The wage discussion is the first step of the wage setting process in the company. Every employee, including those on parental leave, must annually be given the opportunity to such a discussion with his or her manager, if possible the manager responsible for determining the wages, well in advance of the start of the wage negotiations. The aim is to create a process where the employee’s results, skills and proficiency, as well as the individual wage increase are linked together. This gives the employees a possibility to impact his or her own wage increase.

The wage discussion should be prepared and structured and may contain the following:

- the company’s wage policy and criteria for individual wages
- the employee’s duties, how these have changed and what results were achieved,
- goals set for the employee in relation to the business goals
- new goals for the employee’s performance
- wages in relation to the work situation and individual development
- any changes in tasks and responsibilities

Sufficient time for the wage discussion should be reserved and the result should be documented in writing.

**c) Local wage negotiations**

Local wage negotiations are conducted between the employer and the local Akademikerförening/contact.
Akademikerföreningen/the contact may entrust the wage negotiations with the employer to the employee. In cases where wage negotiations are held between the manager and the employee, wage discussion and wage negotiations can be made at the same time. The outcome of this wage negotiation comes into force when Akademikerföreningen has completed its negotiations or, if a central negotiation is requested, when this is completed.

In companies concerned which do not have an Akademikerförening/contact at the time of the review, the party position during the wage negotiations is transferred to the employee.

The result of the negotiations must be documented in minutes. The wage negotiation should be initiated ahead of the review date and completed no later than 8 October 2017, 30 April 2018 and 30 April 2019.

4. Evaluation of the wage review Employer and Akademikerförening jointly
The employer and the local Akademikerförening/contact person must conduct a joint evaluation following the completed wage review. The following matters should be considered:

- The local wage setting process
- The quality and implementation of wage discussions
- The wage structure before and after the wage review
- The result of special development efforts in relation to certain employees
- Whether unfair wage differences between men and women have been corrected
- Comparison with the company’s wage increases in the previous year
- Wage increases of employee’s on parental leave.

5. Central wage negotiation
If a local negotiation does not reach a settlement, it can be referred to central negotiations between the Swedish Trade Federation and Akademikerförbunden. Request for such central negotiations must be done in writing and be submitted the Swedish Trade Federation and Akademikerförbunden no later than 8 November 2017, 30 May 2018 and 30 May 2019, after which the Swedish Trade Federation and Akademikerförbunden are to determine, without delay, a day for the central negotiations that is suitable for the parties.

If, in the central negotiations, the central parties cannot agree in regards to the wage review as per 1 May 2017, 1 May 2018 and 1 May 2019, the level for the wage increases of all employees put together is set at 2.0% of the fixed cash monthly wages to be distributed by the local employer.
Note

The local employer and the local Akademikerförening/contact or employees may agree on an exemption from the rules under Sections 3–4 above.

6. Scope

6.1. This wage agreement applies to employees who started their employment at the company no later than 30 April 2017, 30 April 2018 and 30 April 2019.

6.2 Exclusion of certain categories

The wage review does not cover an employee who, on 30 April 2017, 30 April 2018 and 30 April 2019,

- 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 months (Note: applies from 1 November 2017)

- is employed as interim staff or intern or otherwise for a fixed term, a specific season or specific work, and whose employment has not lasted for 6 months (Note: applies from 31 October 2017)

or

- who is employed on a probationary basis and either have not transitioned directly from a previous employment, in which he or she was subject to a collective agreement on general terms, or whose employment has not been continuous for 6 months

or

- whose employment is secondary

or

- employees who have turned 67

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

If an employee, who on 30 April 2017, 30 April 2018 and 30 April 2019 was employed as interim staff or on a probationary basis, and who is excluded from the wage 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 wages.

An employee who, on 30 April 2017, 30 April 2018 and 30 April 2019, is on unpaid leave for at least three months ahead for reasons other than sickness or parental leave, is excluded from this wage agreement unless otherwise agreed. When an employee returns to work, the wages must be set according to the same standards that applied to other employees at the company under this agreement.
6.3 Employees who have terminated their employment
If an employee has terminated his or her employment on 1 May 2017, 1 May 2018 and 1 May 2019, or later, and has not received a wage increase, he or she shall notify the company of his/her claim no later than one month after the employees of the company have been informed that the wage review is completed. If the employee neglects to do so, he/she will not be entitled to a wage increase under this wage agreement.

6.4 Employment contract on 1 November in the year preceding the wage review
If the company and an employee have reached an agreement on employment on 1 November or later, including on a specific wage, and they have explicitly agreed that the agreed wages will apply regardless of the next wage review, then the employee shall not be covered by the wage agreement in the year in question.

6.5 Completed wage review
If, pending this wage agreement, the company has already issued general and/or individual wage increases, these shall be set off against what the employee receives in applying Clause 2, unless express agreement has been reached otherwise.

7. Implementing rules

7.1 The term “company”
In the event that a company has its activities located in different locations or several entities in the same city, “company” refers, in the calculation of the wage increases, to the company as a whole.

7.2 Retroactive recalculation
If this wage 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 are made as follows:

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

Retroactive recalculation should not be made for sickness deductions from the 15th calendar day other than, in so far as the wage increase is taken into account, when determining the sickness benefit.

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

Overtime compensation is recalculated retroactively. The recalculation must be done on the basis of the average wage increase for the employees at the company, unless a
local agreement has been made that the recalculation is to be done individually for every employee.

7.3 **Changes to working hours**
If the length of the working hours for all or some of the employees at the company changes on 1 May 2017, 1 May 2018 and 1 May 2019, the wages for the employees concerned must be changed in accordance with the change in working hours.

8. **Commission**
For employees paid in commission and bonuses, the aim should be – considering that it is in the nature of these types of wages that the annual earnings of the individual employee may vary – that earnings development in the long run follows that of other employees.

9. **Certain pension issues**
9.1 **Pensionable wage increases**
If a wage increase is awarded to an employee as set out in Clause 6.3 and which is pensionable, the increase shall not be pensionable. If the employment has terminated due to retirement, however, the wage increase must be pensionable.

9.2 **Notice of pensionable wages**
The companies must report any pensionable wage increase to Collectum and PRI under Clauses 3 or 5 from 1 May 2017, 1 May 2018 and 1 May 2019.
Agreement on right to part-time for retirement purposes
– the Swedish Trade Federation, Unionen and
Akademikerförbunden

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.
English translation of the Collective Agreement between the Swedish Trade Federation (Svensk Handel), the Union and the Swedish University Graduate Unions.

May 1, 2017 – April 30, 2020

Salaried Employees

Revised edition as per 1 January 2019

Collective Agreement