

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

DECEMBER 1, 2020 – APRIL 30, 2023

Salaried Employees



Collective Agreement

**SVENSK
HANDEL**



**AKADEMIKER
FÖRBUNDEN**

UNIONEN

In the event a translation of a collective agreement is corrected or updated, the most recent version will be available on **svenskhandel.se**.

1/12 2020 – 30/4 2023

COLLECTIVE AGREEMENT

between

SVENSK HANDEL

and

**UNIONEN AND
AKADEMIKERFÖRBUNDEN**

regarding

Salaried Employees Collective Agreement (Handelns
tjänstemannaavtal)

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

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A line in the margin indicates a material change compared to the 2017 version of the agreement.

List of special agreements that are not included herein

- Work Environment Agreement, 2011
- Agreement on supplemental pension for the industry and trade sectors – the ITP agreement, 1977
- Agreement on Group Life Insurance (TGL), 1976
- Readjustment agreement, 1988
- Work Injury Insurance (TFA), 1974
- Development Agreement, 1982
- Agreement on the Trade Development Council, 2015
- Agreement on the use of competition clauses in employment contracts, 2015
- Agreement on the rights to salaried employee inventions, 2015
- Agreement on social security and work abroad, 1985
- Agreement on provisions for part-time retirement – Unionen and Akademikerförbunden, 2016
- Agreement on Regulation upon Asbestos Exposure, 1988
- Agreement on Emergency Preparedness, 1989

Companies which were subject, on 30 April 2013, to the former Sif agreement and therefore 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

§ 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 salaried employees, such agreement will apply until the end of its term, unless otherwise agreed.

1.2.1 Optional parts of the agreement

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

1.3 Exemptions

This agreement does not apply to

- salaried employees in management positions
- salaried employees whose employment is a sideline occupation, except in relation to sick pay during the employer's period according to Section 10 of this agreement.

1.4 Retirement age

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

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

1.5 Expatriates

The employment terms for expatriates are regulated by

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

Additionally, the “Agreement on social security 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 Career Readjustment Agreement and issues on staff reduction according to the Salaried Employees Agreement. Mentioned 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 applicable under this agreement.

2.1 Permanent employment

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

2.2 Terms for fixed-term employment contracts

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

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

Note

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

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

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

Note

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

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

2.3 Conversion rules for interim staff and fixed-term contracts

An interim contract or 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.

Note

Employees may, after the date of conversion to permanent employment, enter into a written agreement with the employer to decline the conversion in question. Such an agreement is valid for six months.

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

Transition rules

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

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

2.4 Priority rights for fixed-term employment contracts

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

Note

The parties note that six weeks means 42 calendar days.

2.5 Probationary period employment

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

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

2.6 Notice of probationary period employment

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

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

§ 3 General rules of conduct

3.1 Loyalty

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

3.2 Competing activities

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

consult with the employer.

3.3 Elected offices

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

§ 4 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 salary and/or five or three vacation days in addition to statutory annual leave.

Such agreements are intended for employees

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

Note

If an employee, following agreement according to Section 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 salary 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. Period of validity

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 salary review.

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

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

Note

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

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 a posteriori 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 not in connection with ordinary working hours

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

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 Amount of the compensation

Overtime compensation per hour is paid as follows:

$$\frac{\text{Overtime work from 6 am to 8 pm non-holiday Monday-Friday monthly salary}}{94}$$

or per agreement

compensatory leave in the amount of 1.5 hours for each hour of overtime work

$$\frac{\text{Overtime work at other times monthly salary}}{72}$$

or per agreement

compensatory leave in the amount of 2 hours for each hour of overtime work.

Monthly salary means the current fixed monthly salary 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 Additional time for part-time employees

4.4.1 Compensation for additional 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

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

Monthly salary means the current fixed monthly salary 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 additional time

If the additional time 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 additional time

A part-time employee is entitled to overtime compensation if the additional time 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 salary.

Note

Overtime and additional time for a part-time employee may be carried out after agreement between the employer and the employee.

4.5 Common provisions regarding claims for compensation for overtime and additional time

When employees carry out work on overtime, alternatively additional time, which was not requested in advance, claims for compensation for such completed overtime/additional time 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/additional time 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 refers to 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 paid per hour as follows:

Monday to Friday from 6 pm to midnight	<div>monthly salary</div> <div>600</div>
Monday to Saturday from midnight to 7 am	<div>monthly salary</div> <div>400</div>
Saturday to Sunday from 7 am on Saturday to midnight on Sunday	<div>monthly salary</div> <div>300</div>
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	<div>monthly salary</div> <div>300</div>
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	<div>monthly salary</div> <div>150</div>

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

Monthly salary means the current fixed monthly salary in cash.

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

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, given that the employee will receive other reasonable compensation.

Such agreement must be in writing and should include information on the relevant salary 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 salary 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 previously has 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 time

6.1 On-call time

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

6.2 Schedule

On-call time must be allocated so that it does not unfairly burden an individual employee.

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

6.3 Compensation for on-call time

On-call time is compensated per on-call hour with

monthly salary
600

However, the following applies:

from 6 pm on Friday to 7 am on Saturday

monthly salary
400

from 7 am on Saturday to midnight on Sunday

monthly salary
300

from 6 pm the previous day until 7 am on Epiphany, 1 May, Ascension Day and All Saints' Day

monthly salary
400

from 7 am on Epiphany, 1 May, National Day, Ascension Day and All Saints' Day until midnight the first weekday after each public holiday

monthly salary
300

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

monthly salary
150

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

Monthly salary means the current fixed monthly salary in cash.

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

6.4 Local agreements

The local parties may agree on other solution 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 agreement must be in writing.

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

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

§ 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 needed.
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.

7.2 Schedule

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

A schedule for standby duty should be prepared well in advance.

7.3 Compensation for standby duty

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

However, the following applies:

Friday-Sunday

from 6 pm on Friday to 7 am on	monthly salary	monthly salary
Saturday	700	1,000

from 7 am on Saturday to midnight on Sunday	<u>monthly salary</u> 500	<u>monthly salary</u> 700
from 6 pm the previous day until 7 am on Epiphany, 1 May, Ascension Day and All Saints' Day	<u>monthly salary</u> 700	<u>monthly salary</u> 1,000
from 7 am on Epiphany, 1 May, National Day, Ascension Day and All Saints' Day until midnight of the first weekday after each public holiday	<u>monthly salary</u> 500	<u>monthly salary</u> 700
from 6 pm on Maundy Thursday and New Year's Eve and from 7 am on Whitsun, Midsummer's and Christmas Eve until midnight on the first weekday after each public holiday	<u>monthly salary</u> 250	<u>monthly salary</u> 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 paid for the time worked; however, for at least one hour in the event of Standby duty I and for at least two hours in the event of Standby duty II. Compensation for travel costs in connection with such work is paid.

Monthly salary means the current fixed monthly salary in cash.

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

7.4 Local agreements

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

7.5 Individual agreements

The employer and the individual employee may agree that the rules on

compensation, as set out above, will not apply, given that the employee will receive other reasonable compensation.

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

The agreement is valid until further notice and may be reviewed in connection with the next salary review.

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

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

§ 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. The 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. An employer and an employee may agree that compensation for travel time will be provided in a different form, e.g. by way of taking the travel time into account when the salary is set.
3. Employees with work that normally involve travelling to a significant extent, e.g. travelling salespersons and service technicians, are entitled to travel compensation only if agreed mutually by the employer and the employee.

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

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 are included in the calculation.

If the employer has paid for sleeping accommodation on a train or boat during the trip or a part thereof, the time between 10 pm and 8 am 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*

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

Travel time compensation according to the divisor 240 is paid 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

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

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

Monthly salary
190

Monthly salary means the current fixed monthly salary in cash.

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

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

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

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

1. the employee's illness, or

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

Note

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

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 = number of agreed vacation days (according to 9.3.1)

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

C = number of calendar days during the qualifying year

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

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:

Number of working days/week x number of vacation days pursuant to 9.3

5

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

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

Example

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

Number of net vacation days (for 25 days of annual leave)

4	20
3.5	18
3	15
2.5	13
2	10

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

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

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 paid.

9.4 Vacation pay, vacation compensation, etc.

9.4.1 Vacation pay and vacation supplements

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

The vacation supplement for each paid vacation day is

- 0.8% of the employee's monthly salary applicable at the time of the vacation and fixed salary supplements, if applicable, per month. Concerning changed rate of employment, see 9.4.6.
- 0.5% of the amount of the variable part of the salary paid in the qualifying year.

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

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

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

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

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

Compensation for overtime, compensation for additional time for part-time employees, and travel compensation includes vacation pay.

9.4.2 Calculation of variable part of salary in the event of absence qualifying vacation pay

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

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

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 paid together with the salary in connection with or as soon as possible after the annual leave.

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

Exceptions

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

9.4.4 Vacation compensation

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

9.4.5 Unpaid vacation

For each used unpaid vacation day, a deduction is made from the employee's current monthly salary at 4.6% of the monthly salary. For information on the term monthly salary, see 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 salary that applies at the time of the annual leave must be proportioned in relation to the proportion of full ordinary working hours that applied at the workplace in the qualifying year. If the rate of employment has changed in the current calendar month, the rate of employment that applied in most of the calendar days of the month should be used in the calculation. For information on the term monthly salary, see 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 salary deduction for the required number of days. Such

an agreement must be in writing.

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

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

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

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. How sick pay is paid is stated in paragraphs 10.3.1–10.3.2.

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 from the end of a previous sick period is considered 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 paid 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 reduced as a result of the sickness and which days the employee would normally have worked (Section 9 of the Sick Pay Act).

10.2.2 Doctor's certificate

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

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

The employer must bear the cost of a doctor's certificate if issued by a doctor assigned by the employer.

10.3 Amount of sick pay

10.3.1 Amount of sick pay

The sick pay is calculated by making a deduction from the salary 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)	$\frac{\text{monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$
--	---

For absence due to illness exceeding 20% of the weekly working hours until and including day 14	$\frac{20\% \times \text{monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$
---	---

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 from the end of a previous sick period is considered as a continuation

of the previous sick period.

10.3.5 Definition of monthly salary and weekly working hours

Monthly salary

The term monthly salary means the current monthly salary.

The monthly salary includes

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

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

Weekly working hours

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

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

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

If the salary is changed

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

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 salary 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 salary of the employee exceeds or falls below a certain salary threshold. This salary threshold is calculated as

$$\frac{8 \times \text{base price amount (pbb)}}{12}$$

Example 2021

Pbb for 2021: SEK 47,600

The wages threshold is:

$$\frac{8 \times \text{SEK } 47,600}{12} = \text{SEK } 31,733 \text{ for 2021}$$

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

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

For employees with a monthly salary above the salary threshold:

The sick deduction is equal to

$$90\% \times \frac{8 \times \text{pbb}}{365} + 10\% \times \frac{\text{monthly salary} \times 12 - 8 \times \text{pbb}}{365}$$

Maximum sick deduction per day

The daily sick deduction may not exceed

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

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

- fixed monthly salary supplements (e.g. fixed shift or overtime supplements)
- commission, bonuses or similar earned during leave not directly

- connected with the employee's individual work performance
- guaranteed minimum commission or equivalent.

For a definition of monthly salary, see 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 paid to and including the 90th calendar day in the sick period to persons who

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

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

The sick period includes all days with sick deduction (including qualifying days) and non-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 salary 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 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.

10.5.2 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.

10.5.3 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.

10.5.4 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.

10.5.5 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.

10.5.6 When disability pension is paid

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

10.5.7 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

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

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

10.7 Other provisions

When the provisions of this paragraph are applied, benefits that are paid 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

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, full day

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

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

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

11.2.1 Salary deduction for full-time employees, full day

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

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

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

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

11.2.2 Salary 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 salary deduction should be made for every day of unpaid leave which would otherwise have been a working day.

The following deduction applies:

Monthly salary divided by

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

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

Example

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

4

Deductions

$$\begin{array}{r} \text{monthly salary} \\ \hline 16.8 \end{array}$$

3.5

$$\begin{array}{r} \text{monthly salary} \\ \hline 14.7 \end{array}$$

3

$$\begin{array}{r} \text{monthly salary} \\ \hline 12.6 \end{array}$$

2.5	<u>monthly salary</u>
	10.5
2	<u>monthly salary</u>
	8.4

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

11.2.3 Salary deduction in the event of a full month’s unpaid leave

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

11.3 Other leave of absence, leave of absence part of a day

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

A salary deduction is made for every full half hour. The deduction per hour is 1/175 of the monthly salary. For part-time employees, the deduction is calculated based on a full-time salary.

11.4 Monthly salary

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

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

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

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

$$\frac{10 \times \text{pbb}}{12}$$

Example 2021:

Pbb for 2021: SEK 47,600

The salary threshold is:

$$\frac{10 \times \text{SEK } 47,600}{12} = \text{SEK } 39,667 \text{ for 2021}$$

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

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

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

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

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

Parental pay is paid as set out below:

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

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

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

11.5.3. Payment of parental pay

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

Example:

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

months of the leave.

11.5.4 Reduction of parental pay

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

11.6 Leave with temporary parental benefit

11.6.1 Deduction

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

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

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

Weekly working hours

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

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

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

If the salary is changed

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

11.6.2 Monthly salary

The term monthly salary means

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

§ 12 Salary for part of a salary period

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

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

X = current monthly salary

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

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

L = salary in respect of the calculation period

In case the rate of employment changes, each employment status period is calculated separately.

Example:

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

Full time to and including 16 May 20xx

X = SEK 25,000

Y = 31 days

Z = 27 days

Part time (50%) from and including 17 May 20xx

X = SEK 12,500

Y = 31 days

Z = 4 days

L = SEK 21,774

L = SEK 1,613

§ 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:

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

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:

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

from and including 4 years to 6 years	3 months
from and including 6 years to 8 years	4 months
from and including 8 years to 10 years	5 months
from and including 10 years	6 months

Notice to 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.

13.2.2 Extended notice period in certain cases

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

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 Salary during notice period

If an employee cannot be provided with work during the notice period, a salary and other compensation is paid 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

Probationary employment may be terminated by both the employer and the employee before the end of the probationary period in writing, with at least one month's notice. If the employer or the employee do not wish the employment to continue after the expiry of the probationary period, notice in this regard must be submitted at least two weeks before the end of the probationary period.

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

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

Note

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

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

13.3.3 a Termination of a fixed-term employment contract

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

The employment may be terminated before the date arranged at the time

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

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

Transition rule

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

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

If the employee remains in service at the company after the ordinary retirement age applicable to the employment according to the ITP-plan, the notice period under 13.1.1 and 13.2.1 applies for both the employer and the employee until the employee reaches the age stated in Section 32 a of the Employment Protection Act. When the employee reaches the age stated in 32 a of the Employment Protection Act the employment is terminated in accordance with 13.3.5.

If an employee is employed at the company after he/she has reached the ordinary retirement age according to the ITP-plan, 13.1.1 and 13.2.1 applies, unless the parties have not agreed on a longer notice period. When the employee reaches the age stated in Section 32 a of the Employment Protection Act, the employment is terminated in accordance with 13.3.5.

13.3.5 Termination of employment at reached retirement age according to the Employment Protection Act

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

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

written notice has been given.

Note

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

The age according to Section 32 a of the Employment Protection Act is 68 from and including 1 January 2020 and 69 from and including 1 January 2023.

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 salary 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 Part-time for retirement purpose

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

§ 15 Negotiation procedure in the event of legal disputes

Limitations on negotiation

If a party wishes to claim damages or other specific performance under law, collective agreement or under a special agreement, the party must, unless otherwise provided in the relevant agreement, request a negotiation within four months after the party has been notified of the circumstance on which the claim is based.

However, the negotiation must be requested no later than two years after such circumstance.

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

Local negotiations

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

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

Central negotiations

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

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

1. Within two weeks in the event of dispute negotiations relating to a legal dispute concerning annulment of a notice of termination

or a summary dismissal or a declaration that fixed-term employment contract is unpermitted and that the employment is permanent, and

2. Within two months for all other legal disputes

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

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

Judicial decision

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

If a dispute between central 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 § 15

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

Transition 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.

§ 16 The Board for Collective Bargaining

Role of the Board for Collective Bargaining

The Board for Collective Bargaining must

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

Matters referred to the Board must be processed promptly.

Composition of the Board for Collective Bargaining

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

Decisions by the Board for Collective Bargaining

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

Arbitral Tribunal

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

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

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

§ 17 Term of Agreement

This agreement is valid from and including 1 December 2020 to and including 30 April 2023.

The agreement can be terminated regarding the period 1 May 2022 – 30 April 2023, provided that the agreement for salaried employees has been terminated for the guiding associations in industry. Such termination can take place no later than 31 October 2021.

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

Stockholm 11 December 2020

SWEDISH TRADE FEDERATION

Johan Sommar

UNIONEN

Mikael Svensson

AKADEMIKERFÖRBUNDEN *)

Pär Fyhr

**) The following organisations form part of Akademikerförbunden:
Akademikerförbundet SSR, Civilekonomerna, DIK, Sveriges
Arbeterapeuter, Jusek, Fysioterapeuterna,, Naturvetarna, Sveriges
Farmaceuter, Sveriges Ingenjörer, Sveriges Psykologförbund, Sveriges
Skolledarförbund, Sveriges Universitetslärare och forskare and
Sveriges Veterinärförbund.*

Annex 1 Agreement on working hour provisions for salaried 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 Sections 2–6 of this agreement, regulating ordinary working hours, overtime, additional time for part-time employees, on-call hours and notes on overtime, additional time for 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 salary, may agree that they will be excluded from the application of Sections 2–6 of this agreement.

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

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

§ 2 Ordinary working hours

2.1 Duration and limitation period

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

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 scope 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 scope 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 scope under 3.2.

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

Note

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

3.4 Extra overtime

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

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

3.5 Emergencies

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

3.6 Additional time for part-time employees

Additional time for 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 needed, a maximum of 48 on-call hours may be used in a four-week period, or 50 hours in one calendar month. On-call hours do not include time when the employee carries out work for the employer.

4.2 Different limitation period

The employer and the union branch may conclude a written agreement on another limitation period in relation to on-call hours and a certain individual employee or group of employees.

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

§ 5 Records on overtime, additional time for part-time employees, and on-call hours

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

§ 6 Total working hours

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

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

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

Note

The total working hours include ordinary working hours, general and extra overtime, emergency overtime, additional time for 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 postulates that concerned employees are compensated with time off or provided with adequate protection.

The employer must specify the duration and timing of the breaks as

carefully as the circumstances permit.

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

Note

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

8.2 Meal breaks

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

§ 9 Rest

9.1 Daily rest

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

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

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

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

Note

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

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

9.2 Weekly rest

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

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

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

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

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

§ 10 Negotiation 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 affected central union.

If either party wishes that a local agreement or the right to conclude a local agreement should subsist, the party must promptly request negotiations in this regard during the notice period. The central parties may extend the notice period in relation to a local agreement to facilitate completion of negotiations according to the negotiation procedure before the expiry of the agreement. As a last resort, the issue of whether or not the agreement should subsist is resolved by the Board for Collective Bargaining.

§ 12 Term

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

Annex 2 Agreement on skills development

1. Focus

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

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

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

2. Rights and responsibilities

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

3. Skills development in cooperation

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

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

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

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

4. Costs

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

5. Stimulate and reward

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

Information

The parties have jointly developed the following materials:

The policy document "Skills Development"

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

Annex 3 Central salary agreement

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

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

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

1. Salary

1.1 Rules on salary setting

Basis

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

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

The individual salary system

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

his/her salary.

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

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

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

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

Salary setting

The salary of individual employees must be determined having regard to

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

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

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

Salary increases

- It is very important for the company to have a well-developed and entrenched salary policy.
- If an employee has been assigned more qualified tasks with increased responsibility, his or her salary increase should be granted in addition to the general salary increase.

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

Salary arrangements

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

Starting salary

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

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

starting salary set out above. Increased abilities and experience must be subject to a salary increase.

1.2 Calculation of scope for individual salary increases

A general scope is calculated as:

2.8% of the sum of fixed cash salary for employees on 30 November 2020, and

2.2% of the sum of fixed cash salary for employees on 30 April 2022.

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

1 December 2020 a salary increase of SEK 435 per month and

1 May 2022, a salary increase of SEK 340 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 salary, the amount is reduced pro rata according to the ratio of the fixed salary to the total salary. The term total salary means – unless the company and the employee agree otherwise – the average of the variable and fixed salary in 2019 and 2021.

Allocation of individual salary increases

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

Individual salary increases are to be paid from and including 1 December 2020 and 1 May 2022.

1.3 Minimum salary

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

1 December 2020 – 30 April 2022	SEK 18,736
1 May 2022 – 30 April 2023	SEK 19,148

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

1 December 2020 – 30 April 2022	SEK 20,726
1 May 2022 – 30 April 2023	SEK 21,182

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

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

“Salary” as used herein means

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

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

1.4 Introductory salary

An introductory salary may be applied provided that

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

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

Salary of such employees must amount to at least 75% of the minimum salary for employees over 18. An introductory salary may be paid for a

maximum of 12 months; however, not exceeding the agreed introductory period.

2. Scope

2.1

This salary agreement applies to employees who started their employment in the company no later than 30 November 2020 or 30 April 2022.

2.2 Exclusion of certain categories

The salary review does not cover employees who on 30 November 2020 and 30 April 2022, respectively,

- have not reached the age of 18
- or
- are employed as interim staff or with a fixed-term employment contract and whose employment has not lasted for 6 consecutive months
- or
- are employed on a probationary basis and either have not transitioned directly from a previous employment, in which the employee was subject to a collective agreement on general terms, or who have not been employed for 6 consecutive months
- or
- whose employment is secondary
- or
- employees who have turned 68.

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

If an employee, who on 30 November 2020 or 30 April 2022 was employed as interim staff or on a probationary basis, and who is excluded from the salary review according to the first paragraph, becomes a permanent employee at the company during the term of the agreement, the provisions of this agreement are indicative for the

purposes of setting the employee's salary.

An employee, who on 30 November 2020 or 30 April 2022 is on unpaid leave for at least three months ahead for reasons other than sickness or parental leave, is excluded from this salary agreement unless otherwise agreed. When an employee returns to work, the salary must be set according to the same standards that applied to other employees at the company under this agreement.

2.3 Employees who have terminated their employment

An employee who has left his or her employment on 1 December 2020 or 1 May 2022 or later and has not received a salary increase under Section 1.2 shall notify the company of his or her claim no later than one month after the employee of the company have been informed that the salary review is completed. If the employee neglects to do so, he/she will not be entitled to a salary increase under this salary agreement.

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

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

Note

The company shall, at the request of the employee who is employed on 1 November 2019 or later, on a 2020 salary level, discuss the possibility of conducting a salary review in 2021 with the concerned employee. The company does not need to review such request if it is made after 30 April 2021.

2.5 Completed salary review

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

3. Implementing rules

3.1 The term “company”

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 salary increases under Clause 1.2. If it has been a clear policy at the company in connection with the implementation of previous salary 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 salary agreement is implemented retroactively, the following applies in relation to sick deductions, deductions for unpaid leave and paid overtime compensation.

Individual recalculation of sick deductions is made as follows:

Sick deductions to and including the 14th calendar day are recalculated retroactively. Sick deductions from and including the 15th calendar day are not recalculated retroactively other than to the extent the salary increase is taken into account when sickness benefit is determined.

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

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

3.3 Change in working hours

If the length of the working hours of employees at the company changes or some of them change on 1 December 2020 or 1 May 2022 or later, the salary for the employees concerned must be changed in accordance with the change in working hours.

4. Commission

4.1

Guaranteed commission amounts paid to employees who are

compensated entirely by commission shall be increased by SEK 435 per month on 1 December 2020, SEK 340 per month on 1 May 2022.

4.2

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

4.3

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

5. Certain pension rules

5.1 Pensionable salary increases

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

5.2 Reporting of pensionable salary

Companies must report any pensionable salary increase to Collectum and PRI under Clause 1.2 from and including 1 December 2020 and 1 May 2022, respectively .

Negotiation procedure in connection with salary reviews

The parties agree on the following negotiating procedure for salary reviews as of 1 December 2020 and 1 May 2022, respectively.

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 18 January 2021 and 19 March 2022 respectively, submit to the company written information of the members concerned and their appointed representatives. The company must, by 1 April 2021 and 30 April 2022 respectively, submit a written notice to the appointed representatives on the new salary that will be paid to the relevant employees.
- b) If the employees wish to start local negotiations concerning the thus notified salary setting, a notice including proposed revisions by representatives of the employees must be submitted to the company by 20 April 2021 and 15 May 2022 respectively. Local negotiations on salary setting shall be commenced as soon as possible and be completed by 6 May 2021 and 30 May 2022 respectively.
- c) If the local negotiations under b) do not lead to an agreement, the matter may be referred for central negotiation between the Swedish Trade Federation and Unionen. A request for such central negotiation must be made in writing and submitted to the Swedish Trade Federation and Unionen no later than 20 May 2021 and 13 June 2022 respectively. The Swedish Trade Federation and Unionen are then to promptly confirm to the parties a suitable date for the central negotiations.

Note

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

In cases where this negotiation procedure does not come into force pursuant to a) because there is no local trade union representation, the employees may request a negotiation on new salary no later than 18 January 2021 and 19 March 2022 respectively. The employer must serve notice of the new salary payable within 14 days thereafter. Employees have a right to request negotiations within 14 days. At the negotiations, the employee may be assisted by an ombudsman.

Annex 4 Central salary agreement with particular salary review

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

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

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

Note

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

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

1. 1 December 2020 and 1 May 2022

1.1 Joint assumptions

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

Having employees with the right skills, who throughout their working

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

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

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

1.2 Salary review

In the duration period for the years 2020 and 2022, the local parties must, in addition to the increases specified below, negotiate on salary increases so that the employee group maintains or achieves the desired salary structure.

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

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

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

Special regard should be had to individuals with an unfavourable salary level or unfavourable salary increase. If such an individual nevertheless is not granted a salary increase in connection with the review, a special discussion must be conducted – at the request of either party – concerning the latter's abilities and tasks, the need to develop skills or other adequate measures. Any salary increase as a consequence of a salary review shall apply, unless otherwise agreed, with effect from 1 December 2020 and 1 May 2022.

1.3 Calculation of scope for individual salary increases

A general salary increase is calculated as 2.3% of the sum of the fixed

cash salary for employees on 30 November 2020 and 1.7% on 30 April 2022.

Full-time employees are guaranteed, unless otherwise agreed locally, to receive SEK 435 and SEK 340 per month at each salary review. In relation to part-time employees, this amount should be recalculated on a pro rata basis according to the hours worked.

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

An individual salary increase is to apply from and including 1 December 2020 and 1 May 2022.

1.4 Minimum salary

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

1 December 2020–30 April 2022 SEK 18,736

1 May 2022–30 April 2023 SEK 19,148

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

1 December 2020–30 April 2022 SEK 20,726

1 May 2022–30 April 2023 SEK 21,182

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

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

“Salary” as used herein means

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

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

1.5 Introductory salary

An introductory salary may be applied provided that

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

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

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

2 Scope

2.1

This salary agreement comprises employees who have commenced their employment with the company no later than 30 November 2020 and 30 April 2022.

2.2 Exemption of certain categories

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

- has not reached the age of 18
- or
- is employed as interim staff or for a fixed term and whose employment has not lasted for 6 consecutive months

or

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

or

- whose employment is secondary

or

- employees who have turned 68.

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

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

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

2.3 Employees who have terminated their employment

An employee who terminated his or her employment on 1 December 2020 and 1 May 2022, respectively, or later and has not received any salary increase must submit his or her claim to the employer within one month after the employee was notified that the salary review is complete. If the employee neglects to do so, he/she will not be entitled to a salary increase under this Salary Agreement.

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

If the company and an employee concluded an employment agreement

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

Note

The company shall, at the request of the employee who is employed on 1 November 2019 or later on a 2020 salary level, discuss the possibility of conducting a salary review with the employee in question. The company does not need to review such an opportunity if the request is received after 30 April 2021.

2.5 Completed salary review

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

2.6 Contractual salary

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

3. Implementing rules

3.1 The term “company”

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 salary increases under Section 1.3. If it has been a clear policy at the company in connection with the implementation of previous salary 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 salary agreement is implemented retroactively, the following applies in relation to sick deductions, deductions for unpaid leave and paid overtime compensation.

Sickness deductions are recalculated as follows:

Sick deductions to and including the 14th calendar day are recalculated retroactively. Sick deductions from and including the 15th calendar day are not recalculated retroactively other than to the extent the salary increase is taken into account when the sickness benefit is determined.

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

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

3.3 Change in working hours

If the length of the working hours of the employees at the company changes or some of them change on 1 December 2020 and 1 May 2022, or later, the salary of the affected employees shall be changed in proportion to the change in working hours.

4. Commission

4.1

Guaranteed commission amounts paid to employees who are compensated entirely by commission shall be increased by SEK 435 per month on 1 December 2020 and SEK 340 per month on 1 May 2020.

4.2

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

5. Certain pension issues

5.1 Pensionable salary increases

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

5.2 Notice of pensionable salary

The companies must report any pensionable salary increase to Collectum and PRI under Section 1.3 from 1 December 2020 and 1 May 2022, respectively.

Negotiation procedure in connection with salary review

The parties agree on the following negotiation procedure for salary reviews as of 1 December 2020 and 1 May 2022, respectively.

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 18 January 2021 and 19 March 2022, respectively, submit to the company written information of the members concerned and their appointed representatives.

The company shall no later than on 1 April 2021 and 30 April 2022, respectively, give written notice to the appointed representative(s) of the new salary that are proposed to be paid to the relevant employees.

- b) If the employees wish to start local negotiations concerning the thus notified salary setting, a notice including the proposed revisions by representatives of the employees must be submitted to the company by 20 April 2021 and 15 May 2022, respectively. The local negotiations on the salary setting must be initiated as soon as possible and be completed no later than 6 May 2021 and 30 May 2022, respectively.
- c) If the local negotiations under b) do not lead to an agreement, the matter may be referred for central negotiation between the Swedish Trade Federation and Unionen. A request for such central negotiation must be made in writing and submitted to the Swedish Trade Federation and Unionen no later than 20 May 2021 and 13 June 2022, respectively. The Swedish Trade Federation and Unionen are then to promptly confirm to the parties a suitable date for the central negotiations.

Note

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

Annex 5 Local salary agreement

Introduction

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

Conditions

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

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

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

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

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

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

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

Rules for salary setting

Basis

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

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

The individual salary system

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

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

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

Salary setting

The salary of individual employees must be determined having regard to

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

met,

- financial responsibility.

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

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

Salary increases

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

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

Salary arrangements

- There must be a salary difference between supervisory employees and subordinate staff in non-specialised positions. In connection with salary setting and salary comparison, benefits in addition to the salary must be taken into consideration.
- Men and women must be paid equal salary for equal work or for work which should be treated as equal, unless the salary differences are based on factors applicable to the individual salary setting.
- Employees with extensive experience in the company within their work/profession must not have an unfavourable salary development compared to employees with less experience.
- Employees who have been or are on parental leave must not have

an unfavourable salary development compared to other employees in the company because of the parental leave.

- Discussions between the salary-setting manager and other employees should be held in relation to an employee, who does not receive an acceptable salary increase, on the latter's ability to carry out the tasks and the working conditions, the need for skills enhancement or other appropriate measures.

Starting salary

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

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

Negotiation procedure

The negotiation procedure below applies.

1. By 18 January 2021 and 19 March 2022, respectively, employers must notify the local employee party of their wish to implement a local salary agreement. The term local employee party, as used herein, means the union branch or, in the event of no such branch, a union representative authorised to negotiate salary.
2. The employer and the local employee party must jointly inform all the affected employees on the significance and purpose of the agreement. Should the parties, in connection with this information, find that the implementation is no longer useful, the implementation should be interrupted and negotiations should resume as soon as possible according to the provisions of the local salary agreement.

3. If the local parties agree to continue to implement the local salary agreement, a negotiation procedure must be drafted, i.e. when the negotiations are to start and when they must end. The local employee party must inform the employer of which employees are represented in the negotiation. Negotiations must, however, be conducted in such a way that they may end before the date specified in Section 5 below.
4. During negotiations, the local parties of the central parties may request advice/assistance.
5. If the local parties cannot, with or without advice from the central parties, agree, the negotiations under this agreement will be interrupted. Subsequently, the employer and the local employee party must, as soon as possible, but no later than 1 April 2021 and 30 April 2022, respectively, initiate negotiations under the central salary agreement.

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

Work flow and managers' responsibility

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

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

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

The development must be reviewed continuously by the manager and the union representative. The requirements are particularly stringent in relation to analysing the reasons why some employees receive smaller salary increases than most employees in the group/company. The

employer may not claim that individual employees have failed to meet targets unless opportunities to develop have been offered.

Evaluation of the salary review

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

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

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

Annex 6 Salary agreement Akademikerförbunden

1. Scope of Agreement and definitions

This Salary Agreement applies to members of Akademikerförbunden and member companies in the Swedish Trade Federation where the collective agreement applies. This Salary Agreement applies to employees who started their employment in the company no later than 30 November 2020 and 30 April 2022, respectively.

As used in this Agreement, the term Akademikerförening also refers to contact representatives.

If a company runs its business in several locations or if it has several units in the same location, the term “company” refers to the company as a whole, in connection with the calculation of the frame for salary increases.

2. Basic starting points for salary setting in the company

Profitable and growing companies create economic conditions for real salary increases. The salary setting must be linked to the company's business concept and goals and be part of the productivity and revenue generating process of the company. It is very important for the company to have a well-developed and entrenched salary policy, specifying the salary setting principles at the company. Employees who know what makes the company successful and whose salaries are linked to this become a major asset in the company.

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

The market forces and the views of the local parties on a particular salary structure in the company also affects salary.

3. Salary setting for new employees or in connection with promotion

The salary must be on par with equivalent positions within the company. In this regard, the knowledge and experience of the employee as well as the content, degree of difficulty and the resulting responsibility of the work tasks must be taken into account. Consideration must also be given to market forces and the surrounding world in general.

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

4. Principles for the individual salary setting in connection with salary review

Salary must be individual and differentiated. Each individual employee must know on what basis the salary is set and what the employee can do to increase his or her salary. The salary must stimulate the individual to improve his or her performance at work, to assume greater responsibility, to acquire new skills and to develop the business. Increased responsibility and increased difficulty, improved performance and capability will therefore result in a salary increase.

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

Employees with extensive experience in the company within their work/profession must not, only because hereof, have an unfavourable salary development compared to employees with less experience.

It is very important that the assessment of the factors that affect the salary for employees is based on as objective grounds as possible.

The factors for individual salary setting must be gender neutral. Men and women must be paid equal salary for equal work or for work which should be treated as equal, unless the salary differences are based on factors applicable to the individual salary setting.

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

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

5. Individual salary discussions

The salary discussion is an important part of the local salary process. The intention is to create a process where the employee's results, achievement of targets, competence and performance are evaluated and the individual salary increase are linked. Each individual employee must know on what basis the salary is set and what the employee can do to increase his salary. This enables the employee to impact his or her own salary increase.

Every employee, including those on parental leave, must be offered an opportunity annually to conduct a salary discussion with, if possible, their salary setting manager ahead of the start of salary negotiations between local parties.

The salary discussion should be well prepared and structured. Sufficient time for the salary discussion should be reserved and the result should be documented in writing.

The salary discussion may include the following:

- The company's salary policy and criteria for individual salary
- The employee's duties and responsibilities, 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
- Salary in relation to the work situation and individual development

Special deliberations should be held between the salary-setting manager and employees who receive no or noticeably low salary increases. In such discussions, the employee's prospects in relation to the job and

requirements of the position are discussed, as well as the need for competence-enhancing initiatives or other appropriate measures.

6. Salary criteria

Salary criteria refer to various factors that can be used in the assessment of the employee's performance. The salary criteria measure the employee's contribution to the company's profitability based on work efforts and the ability to meet established targets. There must be a clear link between salary criteria and performance. The salary criteria must be well known, specific and objective.

Examples of salary criteria depending on the position may be:

- Sales result
- Customer satisfaction
- Quality of completed projects
- Initiative
- Interpersonal skills
- Ideas
- Teaching skills

7. Salary review

7.1 Timing of salary review

The parties agree on the following salary review dates:

- 1 December 2020
- 1 May 2022

The parties should establish a timetable for the salary review with, for example, timing of salary discussions, negotiations and evaluation of the salary process.

The employer and the Akademikerförening or the employee may agree to deviate from the procedure for local salary reviews set out in items 5, 7.1, 7.2, 7.3, 7.4, 7.6 of this Agreement.

7.2 Information on members

Akademikerförening must provide the company, by 15 January 2021 and 19 March 2022, respectively, with written information on affected members and representatives appointed by them.

7.3 Local salary negotiations

Local salary negotiations are conducted between the employer and the Akademikerförening.

Akademikerförening may let the employee negotiate the salary with the employer. In such cases salary discussions and salary negotiations can be conducted at the same time. If so, Akademikerförening will not represent the employee during the relevant salary review. The result of this salary negotiation comes into force when Akademikerförening has completed its negotiations or, if a central negotiation has been requested, when this is completed.

In affiliated companies that do not have an Akademikerförening at the time of the review, the individual employee is party to the salary negotiations. The result of the negotiations must be documented in the minutes.

The salary negotiation should be initiated ahead of the review date and completed no later than 30 April 2021 and 30 April 2022, respectively.

7.4 The local parties' initial work

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

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

The parties must jointly analyse the company's salary structure, e.g. the salary increases over the last two years, "internal salary statistics" and salary difference between different groups and between men and women.

7.5 Central consultation

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 Akademikerförening. The employer and Akademikerförening will arrange such information.

7.6 Joint assessment of salary review by the parties

The employer and Akademikerförening shall carry out a joint assessment after the completed salary review. The following matters should be considered:

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

7.7 Central salary negotiation

If the local negotiation does not lead to an agreement, the matter may be referred for central negotiation between the Swedish Trade Federation and Akademikerförbunden. A request for such central negotiation must be made in writing and submitted to the Swedish Trade Federation and Akademikerförbunden, respectively, no later than 30 May 2021 and 30 May 2022, respectively, following which it is up to the Swedish Trade Federation and Akademikerförbunden to promptly confirm to the parties a suitable date for central negotiation.

If the central parties are unable to agree in the central negotiation relating to the salary review as per 1 December 2020 and 1 May 2022, respectively, the level of the employees' total salary increases is

determined as 2.8 % and 2.2 %, respectively, of the fixed cash monthly salary to be allocated by the local employer.

8. Exemptions from salary agreement

The salary review does not cover employees who, on 30 November 2020 and 30 April 2022, respectively, belong to any of the following categories:

- Has not reached the age of 18
- Is employed as interim staff or for a fixed term and whose employment has not lasted for 6 consecutive months
- Who is employed on a probationary basis and either has not lasted for 6 consecutive months and not transitioned directly from a previous employment, in which he or she was subject to a collective agreement on general terms
- Whose employment is secondary
- Employees who have turned 68

Employees who, on 30 November 2020 and 30 April 2022, respectively, are on unpaid leave for at least three months ahead for reasons other than sickness or parental leave, unless otherwise agreed. When an employee returns to work, the salary must be set according to the same standards that applied to other employees at the company under this Agreement.

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

In relation to an employee who was employed as interim staff or on a probationary basis on 30 November 2020 and 30 April 2022, respectively, and who is excluded from the salary review, and who is granted a permanent employment contract at the company during the term of the agreement, the provisions of this Agreement are indicative for purposes of setting the employee's salary.

8.1 Employees who have terminated their employment

An employee who terminated his or her employment on 1 December 2020 and 1 May 2022, respectively, or later and has not received any salary increase must submit his or her claim to the employer within one month after the employee was notified that the salary review is complete. If the employee neglects to do so, he/she will not be entitled to a salary increase under this Salary Agreement.

8.2 Employment contract on 1 November in the year preceding the salary review

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

Note

The company shall, at the request of the employee who is employed on 1 November 2019 or later on a 2020 salary level, discuss the possibility of conducting a salary review with the employee in question. The company does not need to review such an opportunity if the request is received after 30 April 2021.

8.3 Completed salary review

If the company has already granted general and/or individual salary increases pending the conclusion of this Agreement, such increases are deducted from the amounts due to the employee in connection with the ordinary salary review, unless otherwise stipulated by local agreement.

9. Retroactive recalculation

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

Sick deductions

Sick deductions up to and including the 14th calendar day are recalculated retroactively. Sick deductions as of and including the 15th calendar day are not recalculated retroactively other than to the extent the salary increase is taken into account when sickness benefit is

determined.

Deduction for unpaid leave

Deduction for unpaid leave must be recalculated retroactively and be done individually.

Overtime compensation

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

10. Changes to working hours

If the duration of the working hours of employees at the company or some of these is changed on 1 December 2020 and 1 May 2022, respectively, or later, the salary of affected employees must be changed pro rata according to the changed working hours.

11. Commission

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

12. Pensionable salary increases

If a salary increase is granted to an employee listed in Section 8.1 and who is entitled to a pension, the increase is not pensionable. If the employment has terminated due to retirement, however, the salary increase must be pensionable.

12.1 Notice of pensionable salary

Companies must notify Collectum and PRI, respectively, of salary increases under this Agreement as pensionable as of and including 1 December 2020 and 1 May 2022, respectively.

Annex 7 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.

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Akademikerförbunden consists of:

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