

# Salaried employees in civil society

1 January 2021 – 30 April 2023

# Salaried employees in civil society

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT, COMPETENCE DEVELOPMENT,  
CAMP-BASED ACTIVITIES AND SALARY AGREEMENTS

1 January 2021 – 30 April 2023

Revised with new sick pay as of 1 January 2022

Collective agreement entered into between the parties:

Fremia (previously KFO–IDEA)

Unionen

The professional associations (Akademikerförbunden)

The following professional associations are covered by this agreement:

The Union for Professionals, Akavia, the DIK Association, the Swedish Association of Physiotherapists, the Swedish Association of Professional Scientists, SRAT, the Swedish Association of Occupational Therapists, the Swedish Pharmacists Association, the Swedish Association of Graduate Engineers, the Swedish Psychological Association, the Swedish Association of School Principals and Directors of Education, the Swedish Association for University Teachers and Researchers and the Swedish Veterinary Association

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**Agreements not included in this printed version**

- Agreement on guidelines for working environment issues between KFO and Unionen (Avtal om riktlinjer för arbetsmiljöfrågor mellan KFO och Unionen)
- Agreement on KTP and ITP between Fremia and PTK (Avtal om KTP och ITP mellan Fremia-PTK)
- Agreement on Occupational Group Life Insurance (TGL) between Fremia and PTK (Avtal om Tjänstegrupplivförsäkring (TGL) mellan Fremia-PTK)
- Transition agreement between Fremia and PTK (Omställningsavtal mellan Fremia-PTK)
- Work Injury Insurance agreement (TFA) between Fremia and PTK (Trygghetsförsäkring vid arbetsskada (TFA) mellan Fremia-PTK)
- Co-determination agreement between KFO and the Swedish Trade Union Confederation (LO) and PTK (Medbestämmandeavtal mellan KFO-LO/PTK)
- Recommendations on teleworking (Rekommendation om distansarbete)
- Agreement on social security for salaried employees working abroad (Avtal om social trygghet för tjänstemän vid utlandstjänstgöring)
- Guidelines on equal treatment (Riktlinjer likabehandling)
- Terms and conditions for elected union representatives (Förutsättningar och villkor för fackligt förtroendevalda)
- Statistics agreement between KFO and Unionen/The professional associations (Akademikerförbunden) (Statistikavtal mellan KFO-Unionen/Akademikerförbunden)
- Main agreement between Fremia and PTK (Huvudavtal mellan Fremia-PTK)

Unofficial translation. In the event of disputes, the Swedish version shall apply.

## Section 1 Scope of the Agreement

### 1.1 SCOPE

This agreement applies to salaried employees hired by employers who are primarily active in the non-profit sector and are members of Fremia.

### 1.2 NEW ORGANISATIONS

For new members of Fremia, this agreement applies from the date the organisation is granted membership.

### 1.3 EXCEPTIONS

This agreement does not apply to

- salaried employees in executive positions
- Salaried employees who are employed in an ancillary occupation, except with regard to sick pay during the employer's period in accordance with Section 11 of this agreement

### 1.4 SALARIED EMPLOYEES WHO HAVE REACHED RETIREMENT AGE

For salaried employees who have reached or who are employed after reaching the prevailing retirement age in accordance with Section 32 a of the Swedish Employment Protection Act, the employer and the salaried employee may agree that terms of agreement other than those stated in this agreement shall apply. A special agreement is required to qualify for sick pay from and including day 15.

*Remarks*

*68 years; 69 years from 1 January 2023.*

### 1.5 SERVICE ABROAD

When working outside Sweden, the terms of employment shall be regulated through

- agreement between the employer and the salaried employee or
- the employer's special rules or similar for working abroad

The "Agreement on Social Security for Salaried Employees Working Abroad" also applies to those salaried employees covered by this.

### 1.6 LOCAL ASSOCIATION

In this agreement, local association means a salaried employees' organisation or a Unionen delegate with a mandate to negotiate. If there is no such representation in the workplace, Unionen's region is deemed to be the local association.

At employers where this agreement applies to the professional associations (Akademikerförbunden), one or more associations may jointly form an association for graduate professionals in the workplace. This will then be the local association. In local salary negotiations, the members are represented by the association for graduate professionals or represent themselves.

### **Keeping of minutes**

The PTK unions have agreed that salaried employee organisations and representatives who are appointed by salaried employees within the PTK area may be represented by a joint body, PTK-L, in respect of the transition agreement and issues relating to reductions in personnel in accordance with the Agreement on General Terms. This body is deemed to be the local salaried employee organisation in accordance with the Swedish Employment Protection Act.

If the salaried employee party cannot act through PTK-L, the employer shall be able to make an agreement with each individual salaried employee organisation.

### *Remarks*

*The professional associations (Akademikerförbunden) covered by this agreement are the Union for Professionals, Akavia, the DIK Association, the Swedish Association of Physiotherapists, the Swedish Association of Professional Scientists, SRAT, the Swedish Association of Occupational Therapists, the Swedish Pharmacists Association, the Swedish Association of Graduate Engineers, the Swedish Psychological Association, the Swedish Association of School Principals and Directors of Education, the Swedish Association for University Teachers and Researchers and the Swedish Veterinary Association.*

## **Section 2 Employment**

The provisions in 2.1 and 2.2 replace the rules in the Swedish Employment Protection Act regarding types of employment in their entirety.

### **2.1 INDEFINITE-TERM EMPLOYMENT**

An employment is permanent if the employer and the salaried employee have not agreed that the employment shall be limited in time or subject to a trial period.



## **2.2 FIXED-TERM EMPLOYMENTS**

### **2.2.1 CONDITIONS FOR FIXED-TERM EMPLOYMENTS**

The employer and the salaried employee may agree on an employment for a fixed term. in the following cases:

- I for free fixed-term employment
- II where substitutes are used to replace a salaried employee who is on leave or absent, or to maintain a position that has been declared vacant
- III for a specific season if the particular nature of the work necessitates such employment
- IV for national coaches, trainers or managers in sporting organisations
- V for school students, students and interns
- VI for international aid work with a duration not exceeding five years. International aid work is defined in accordance with Chapter 5 Section 6 of the Social Insurance Code.

### **2.2.2 PREFERENTIAL RIGHTS**

Preferential rights for re-employment do not apply to fixed-term employments that are deemed to have a duration not exceeding one month.

However, preferential rights do apply if multiple consecutive employments are entered into which taken together have a duration of more than one month.

Preferential rights do not apply to international aid work.

## **2.3 TRANSITION RULES FOR FREE FIXED-TERM EMPLOYMENT AND SUBSTITUTES**

Free fixed-term employments and substitute employments become permanent employments when a salaried employee has been employed by the employer in a free fixed-term employment and/or a substitute employment for a total of more than 36 months during a five-year period.

### **Transition provision**

The transition rule to permanent employment has no retroactive effect on previous fixed-term employments for member organisations that were covered by KFO's Non-profit organisation collective agreement area as at 31 December 2020, but applies to employments entered into on or after 1 January 2021. For ongoing fixed-term employments and/or substitute employments entered into before 1 January 2021 the qualification period is calculated from 1 January 2021.

## **2.4 PROBATIONARY EMPLOYMENT**

Agreements on probationary employment may be made when it is intended that the employment become a permanent employment after the trial period.

The agreement may cover a maximum of six months. If the salaried employee has been absent during the trial period, the employment may subject to agreement be extended for a corresponding period.

For discontinuation of probationary employment, see 14.3.3.

#### **2.4.1 NOTIFICATION OF PROBATIONARY EMPLOYMENT**

Before the employer and the salaried employee make an agreement on probationary employment, the employer should inform the local association in the workplace, if this is practicable. However, notification shall always be made within a week of the employment agreement being made.

#### **2.5 UNION INTRODUCTION**

The parties recommend that the employer give the local salaried employee party the opportunity to participate in the introduction of newly hired personnel in an appropriate manner. In the event of disputes regarding this matter, each new salaried employee is entitled to one hour's orientation from the local salaried employee party during paid working time.

### **Section 3 General principles**

#### **3.1 LOYALTY**

The relationship between the employer and the salaried employee is based on mutual loyalty and mutual trust. The salaried employee shall look after and promote the employer's interests and be discreet with regard to the employer's affairs such as commercial and operational conditions, computer systems, investigations, business matters, pricing and suchlike.

#### **3.2 COMPETING ACTIVITIES**

A salaried employee may not perform work or directly or indirectly engage in financial activities for an organisation or company that competes with the employer.

The salaried employee may also not undertake assignments or engage in activities that could adversely affect their work for the employer.

Anyone intending to undertake assignments or take up an ancillary occupation of a more extensive nature must therefore first consult with their employer.

### **3.3 COMMISSIONS OF TRUST**

A salaried employee is entitled to receive commissions of trust from state, municipal authorities as well as in respect of trade union representative assignments .

## **Section 4 Working time**

### **4.1 SCOPE**

#### **4.1.1 AREA OF APPLICATION**

Salaried employees are exempt from the Swedish Working Hours Act in its entirety.

The parties agree that the working time regulations fall within the framework of the EU Working Time Directive, which is intended to safeguard salaried employees' health and safety when scheduling working time.

For minors, the working time regulations of the Swedish Work Environment Act and the particular regulations of the Swedish Work Environment Authority apply.

#### **4.1.2 WORKING-TIME MODELS**

A salaried employee has either goal-oriented working time in accordance with 4.2 or regulated working time in accordance with 4.3 to 4.10.

A salaried employee is covered by regulated working time unless the employer and the salaried employee have agreed in writing to apply goal-oriented working time.

### **4.2 GOAL-ORIENTED WORKING TIME**

#### **4.2.1 CONDITIONS FOR GOAL-ORIENTED WORKING TIME**

Goal-oriented working time means that the salaried employee has the freedom to schedule their working time based on the organisation's requirements and needs in dialogue with the employer.

An agreement on goal-oriented working time is based on mutual responsibility and trust between the employer and the salaried employee concerning the scheduling of working time.

Goal-oriented working time requires the employer and the individual salaried employee to engage in a clear, continuous dialogue concerning the organisation's goals. The goals are stated for both the short and long term so that the organisation's requirements and needs are clarified.

An agreement on goal-oriented working time may be made with a salaried employee in an executive position, with unregulated working time or with the freedom to schedule their own working time.

A salaried employee with goal-oriented working time is exempt from 4.3 to 4.10.

*Remarks*

*The focus should as far as possible be on ensuring that the salaried employee has the opportunity to balance their work with family and general social life.*

#### **4.2.2 APPLICATION OF GOAL-ORIENTED WORKING TIME**

An agreement on goal-oriented working time does not mean that the employer and the individual salaried employee have agreed a higher number of regular working hours. The total number of working hours performed over a longer period should be the same as for a salaried employee with regulated working time. If either of the parties deem the requirement for work duties to be abnormal in relation to the working time, consultation shall take place.

The salaried employee's goals and goal fulfilment, work situation and opportunities for rest and recuperation are discussed in regular reconciliation meetings.

The conditions for goal-oriented working time should also be discussed in personal performance appraisals, where the employer and the salaried employee discuss the salaried employee's goals, work situation, working environment and development.

*Remarks*

*For provisions when full-time salaried employees are instructed to work on non-working days by the employer, see 5.1.1.*

#### **4.2.3 WRITTEN AGREEMENT ON GOAL-ORIENTED WORKING TIME**

An agreement on goal-oriented working time shall be in writing and apply until further notice. The agreement may be revised from the next salary review date.

Before an agreement on goal-oriented working time is made, an individual investigation should be made based on the appropriateness of goal-oriented working time for the salaried employee and their work duties.

If the employer or the salaried employee wants the agreement to cease, they shall inform the other party no later than two months before the next salary review date.

The employer shall inform the local association in the workplace when an agreement has been made.

#### **4.2.4 COMPENSATION FOR GOAL-ORIENTED WORKING TIME**

A salaried employee with goal-oriented working time is compensated with a higher salary and/or five or three days of annual leave in addition to statutory annual leave. The compensation agreed between the employer and the salaried employee shall be assessed in relation to the flexibility required for the work.

The compensation shall be stated in the written agreement.

Salaried employees with goal-oriented working time do not receive compensation for overtime/additional time, deferred working hours, on-call time, standby time or travel time.

### **4.3 REGULATED WORKING TIME**

#### **4.3.1 CONDITIONS FOR REGULATED WORKING TIME**

For salaried employees with regulated working time, the employer establishes in advance a working time schedule with specified times for the start and end of the working day, or flexible working time with established intervals between the start and end of the working day.

Salaried employees with regulated working time are covered by the working time provisions in 4.3 to 4.10.

For regulated working time, compensation is paid for overtime/additional time, deferred working hours, on-call time, standby time and travel time, unless otherwise agreed in accordance with the provisions in the respective paragraph.

#### **4.3.2 REGULAR WORKING TIME AND CALCULATION PERIOD**

Regular working time may not exceed an average of 40 hours per normal business week during a calculation period of no more than six months.

If shorter working time is applied, the lower weekly working time shall be applied in the average calculation.

The employer and the salaried employee organisation may agree a calculation period of a maximum of 12 months. Such an agreement may apply to an individual salaried employee or to a group of salaried employees. Notice of termination of such an agreement shall be made at least three months before the end of the validity period.

*Remarks*

*The central parties agree that the length of working time may vary at different times of the year.*

#### **4.3.3 AGGREGATE WORKING TIME AND CALCULATION PERIOD**

The aggregate working time during each period of seven days may not exceed an average of 48 hours during a calculation period not exceeding four months.

The employer and the salaried employee organisation may agree a calculation period of a maximum of 12 months. Such an agreement may apply to an individual salaried employee or to a group of salaried employees. Notice of termination of such an agreement shall be made at least three months before the end of the validity period.

If the calculation period for the aggregate working time is extended, the affected salaried employee shall be compensated with a rest period or given other suitable protection.

When calculating the aggregate working time, annual leave and sickness absence during the hours when the salaried employee would otherwise have worked shall be treated the same way as completed working time.

*Remarks*

*The aggregate working time includes regular working time, general and extra overtime, emergency overtime, additional time and on-call time. Work performed on standby counts as working time.*

#### **4.3.4 SCHEDULING OF WORKING TIME**

When scheduling working time, account shall be taken of both the organisation's needs and the salaried employee's needs and wishes. The focus shall as far as possible be on ensuring that the salaried employee has the opportunity to balance their work with family and general social life.

The individual salaried employee is entitled to have their wishes regarding the length and scheduling of working time considered by the employer. If the salaried employee's wishes cannot be met, the employer shall give reasons for this.

The individual salaried employee's wishes shall also be weighed against other salaried employees' needs and wishes. If the salaried employee's working time is changed, a reasonable transition period may be required. The employer shall inform the affected salaried employee at least one month before the change is implemented.

#### **4.4 OVERTIME (CONCERNING COMPENSATION, SEE SECTION 5)**

##### **4.4.1 OVERTIME WORK**

Overtime work means work that has been performed in addition to the salaried employee's regular daily working time if

- the overtime work has been instructed in advance or
- the overtime work has been retrospectively approved by the employer

The time that is needed to perform preparatory and finishing-up work that is necessary and normal for the salaried employee's position is not included as overtime in accordance with 4.4.2.

When calculating completed overtime, only full half-hours are included.

If overtime work has been performed both before and after regular working time on a certain day, both the overtime periods are added together.

##### *Remarks*

*With regard to part-time salaried employees, the work compensated in accordance with 5.4.1 shall be deducted from the overtime scope in 4.4.2 below.*

##### **4.4.2 GENERAL OVERTIME**

When there are special needs for general overtime, a maximum of 150 hours per calendar year may be taken. In calculating overtime, rest periods that are scheduled for the salaried employee's regular working time or on-call time shall be treated in the same way as completed working time.

##### **4.4.3 ADDING BACK OVERTIME**

If overtime work is compensated with compensatory rest in accordance with 5.3.2, the corresponding number of hours are added back to the overtime scope in accordance with 4.4.2 above.

##### **Example**

A salaried employee performs overtime work on a working day evening for four hours. These overtime hours are deducted from the overtime scope in accordance with 4.4.2.

An agreement is made for the salaried employee to be compensated with leave (compensatory rest) of six hours (4 hours x 1.5 = 6 hours' compensatory rest). Once the compensatory

rest has been taken, the four overtime hours that have been compensated through a rest period are added back to the overtime scope in accordance with 4.4.2.

During a calendar year, a maximum of 75 hours may be added back to the overtime scope in this way, unless the employer and the salaried employee organisation agree otherwise.

#### *Remarks*

*The employer and the salaried employee organisation may agree that compensatory rest for overtime work be taken within a certain time period, for example calculated from the time the overtime work is performed or by a certain date.*

*Notice of termination of such an agreement shall be made at least three months before the end of the validity period.*

#### **4.4.4 EXTRA OVERTIME**

In addition to what is stated above, when particular grounds exist, extra overtime may be worked during a calendar year as follows:

- a maximum of 75 hours subject to agreement between the employer and the salaried employee organisation
- a maximum of a further 75 hours subject to agreement between the association parties or, if these agree to it, between the employer and the salaried employee organisation

Notice of termination of such an agreement shall be made at least three months before the end of the validity period.

#### **4.4.5 EMERGENCIES**

If a natural disaster or accident, or other similar situation that the employer could not have foreseen, has caused an interruption in operations or entailed imminent danger of such interruption or injury to life, health or property, overtime that has been completed due to this shall not be included in the calculation of overtime in accordance with 4.4.2 to 4.4.3 above.

### **4.5 ON-CALL TIME**

#### **4.5.1 SCOPE OF ON-CALL TIME**

If due to the nature of the business it is necessary for the salaried employee to be at the employer's disposal to perform work at the work location when the need arises, a maximum of 48 hours' on-call time may be taken during a period of four weeks, or 50 hours during a calendar month.



Time when the salaried employee performs work on behalf of the employer does not count as on-call time.

#### **4.5.2 DIFFERENT CALCULATION**

The employer and the salaried employee organisation may make a written agreement on another calculation period for on-call time for a specific salaried employee or group of salaried employees.

Notice of termination of such an agreement shall be made at least three months before the end of the validity period.

#### **4.6 RECORDING OVERTIME AND ON-CALL TIME**

The employer shall keep the records that are required to calculate overtime in accordance with 4.4 and on-call time in accordance with 4.5. The salaried employee, the salaried employee organisation or representatives of the central trade union are entitled to inspect these records.

#### **4.7 NIGHT WORK**

Night means the time between 22.00 and 06.00. Night workers means salaried employees who normally perform at least three hours of their work shift at night or who will complete at least a third of their working hours at night.

The working time of salaried employees who work at night may not exceed an average of eight hours during any 24-hour period for a calculation period not exceeding four weeks. In the average calculation, 24 hours shall be deducted from the calculation period for each started period of seven days.

Night workers whose work involves particular risks or major physical or mental exertion may not work more than eight hours within a 24-hour period when performing night work. Deviations may be made on a temporary basis if this is caused by a special circumstance that the employer could not have foreseen. Such deviations may only be made on condition that the salaried employee is given a corresponding lost rest period at the start of the next work shift. This compensatory rest is paid leave.

Deviations may be made from the second paragraph by local agreement on condition that the salaried employee is compensated with leave or is given other suitable protection.

Annual leave and sickness absence during the hours when the salaried employee would otherwise have worked shall be treated the same way as completed working time.

## **4.8 BREAKS AND MEAL BREAKS**

### **4.8.1 BREAKS**

Break means an interruption in the daily working time when the salaried employee is not obliged to be present in the workplace. The employer shall indicate in advance the length and scheduling of the breaks as accurately as the circumstances permit.

The breaks shall be scheduled so that the salaried employee does not perform work for more than five consecutive hours.

The number, length and scheduling of the breaks shall be satisfactory with regard to the working conditions.

### **4.8.2 MEAL BREAKS**

Breaks may be replaced with meal breaks in the workplace if this is necessary with regard to the working conditions or with regard to illness or other events that the employer could not have foreseen. Such meal breaks count as working time.

### **4.8.3 PAUSES**

In a good working environment, in addition to breaks, it must also be possible to take pauses during the working day.

Pause means a short interruption in work during working time. Pauses count as working time.

## **4.9 REST PERIODS**

### **4.9.1 DAILY REST PERIODS**

The salaried employee shall have at least 11 hours' uninterrupted rest per 24-hour period. Deviations may be made on a temporary basis if this is caused by a special circumstance that the employer could not have foreseen, on condition that the salaried employee is given a corresponding lost rest period at the start of their next work shift. This compensatory rest is paid leave. The main part of the daily rest period shall be scheduled between 22.00 and 06.00.

Deviations may also be made if the salaried employee is required to perform monitoring/supervision without the opportunity to take daily rest. It is a condition that a corresponding compensatory rest period be scheduled in the next available seven-day period.

Deviations may be made from the above by local agreement on condition that the salaried employee is compensated with leave or is given other suitable protection.

*Remarks*

*Examples of such activities stated in the third paragraph above include camp-based activities where it is not possible to arrange a daily rest period for the responsible salaried employee.*

*The 24-hour period in question may encompass a calendar day or any other 24-hour period. Once established, the period shall be scheduled in accordance with a fixed system and applied consistently. The period may be replaced in the event of interruptions in the same way as in the rescheduling of work schedules.*

**4.9.2 WEEKLY REST**

The salaried employee shall be given at least 36 hours' uninterrupted rest during each period of seven days (weekly rest period). As far as possible, weekly rest shall be scheduled for weekends.

Deviations may be made on a temporary basis if this is caused by a special circumstance that the employer could not have foreseen, on condition that the salaried employee is given 36 hours' uninterrupted rest before the next weekly rest period. This compensatory rest is paid leave.

Deviations may be made from the above by local agreement on condition that the salaried employee is compensated with leave or is given other suitable protection.

Time when the salaried employee is on standby (when a salaried employee must remain at the employer's disposal in order to carry out work when the need arises) does not count as weekly rest.

**4.10 LOCAL AGREEMENT**

Notice of termination may be given by the employer, the local association (1.6) or by the respective central salaried employee party.

If either of the parties wishes the local agreement or right to make such an agreement to remain in force, the party shall promptly request that negotiations on this be held during the notice period.

The association parties may extend this notice period to enable negotiations to be completed in accordance with the negotiation regulations before the agreement ceases.

## Section 5 Compensation for overtime

### 5.1 ENTITLEMENT TO OVERTIME COMPENSATION

Salaried employees with regulated working time are entitled to overtime compensation in accordance with 5.3 unless another agreement has been made in accordance with 5.1.1 to 5.1.2.

#### 5.1.1 AGREEMENT WITH SPECIFIC SALARIED EMPLOYEES

The employer and the salaried employee may agree that compensation for overtime work be given through the salaried employee instead receiving higher a higher salary and/or five or three days of annual leave in addition to statutory days of annual leave.

Such agreements shall apply to salaried employees in executive positions or salaried employees with unregulated working time or with the freedom to schedule their own working time. In other cases there must be special grounds.

If the employer instructs a full-time salaried employee to work on a non-working day, the salaried employee receives

- compensation in the form of a rest period of 1.5 days for each such day of service
- or, subject to agreement, cash compensation corresponding to 1/20 of the monthly salary for such a service day. This compensation includes holiday pay

Compensatory rest periods shall be taken as close as possible to the time of service. If compensation for work on non-working days has not been provided within three months of the occasion of service, unless otherwise agreed the compensatory rest period shall be converted to cash compensation in accordance with the above.

A part-time salaried employee's salary is converted to a full-time salary when calculating the cash compensation.

#### *Remarks*

*The working time worked should in principle be the same as for other groups of salaried employees in the organisation. The total number of working hours worked over a longer period should therefore be accommodated in normal working time.*

*The employer and the salaried employee shall jointly plan the work in relation to the content, scope and orientation of the organisation. If either of the parties deem the requirement for work duties to be abnormal in relation to the working time, consultation shall take place.*

*The above rule on special compensation in the third paragraph on service on otherwise non-working days does not apply to member organisations that were previously covered by KFO's Non-profit organisation collective agreement area as at 31 December 2020. For compulsory work on Saturdays, Sundays, public holidays or days stated in 12.1.1 to 12.1.2, local agreements on compensation may instead be made in the form of leave or cash compensation.*

#### **5.1.2 PREPARATORY AND FINISHING-UP WORK**

If the employer and the salaried employee have expressly agreed that the salaried employee shall perform preparatory and finishing-up work of not less than 12 minutes each day and this has not been taken into account in the salary setting, the salaried employee shall be compensated with three days of annual leave in addition to statutory annual leave.

#### **5.1.3 WRITTEN AGREEMENT VALIDITY PERIOD**

Agreements in accordance with 5.1.1 and 5.1.2 shall be in writing. These apply until further notice and may be revised at the next salary review date.

The party that wants the agreement to cease shall inform the other party no later than two months beforehand.

The employer shall inform the affected local association (1.6) when an agreement has been made.

### **5.2 CONDITIONS FOR OVERTIME COMPENSATION**

#### **5.2.1 DEFINITION OF OVERTIME WORK**

Overtime work that qualifies for overtime compensation means work that is performed in addition to the salaried employee's regular daily working time, provided that the overtime work

- has been instructed in advance or
- has been retrospectively approved by the employer

Concerning part-time work, see 5.4.

#### **5.2.2 PREPARATORY AND FINISHING-UP WORK**

Time spent performing necessary preparatory and finishing-up work that would normally be part of the salaried employee's duties does not count as overtime.

### **5.2.3 CALCULATION OF OVERTIME**

If overtime work has been performed both before and after regular working time on a certain day, both the overtime periods are added together. Only full half-hours are included in the calculation.

### **5.2.4 OVERTIME WORK NOT SCHEDULED DIRECTLY AFTER REGULAR WORKING TIME**

If a salaried employee performs overtime work in a period that does not directly follow their regular working time, overtime compensation is paid for at least three hours' overtime work. However, this does not apply if only a meal break separates the overtime work from the regular working time.

### **5.2.5 TRAVEL COSTS FOR OVERTIME WORK**

If the salaried employee agrees to overtime work that does not take place directly after the regular working time and travel costs arise, the employer shall compensate these. This also applies in cases where agreement has been made in accordance with 5.1.1.

### **5.2.6 OVERTIME WORK DURING REDUCED REGULAR DAILY WORKING TIME**

If the regular daily working time is reduced during a specific part of the year, for example summer, without a corresponding increase during another part of the year, the following applies.

Overtime work that has been performed during the part of the year when the shorter working time has been applied shall be calculated based on the daily working time that applies for the rest of the year.

## **5.3 COMPENSATION**

### **5.3.1 MONEY VS. REST PERIODS**

Overtime work is compensated with either money (overtime compensation) or a rest period (compensatory rest period). A compensatory rest period is given if the salaried employee so desires and the employer after consultation with the salaried employee finds that this can be arranged without inconvenience for the employer's business.

In the consultation the employer should, as far as is possible, consider the salaried employee's wishes regarding when the compensatory rest period is to be taken.

### **5.3.2 SIZE OF THE COMPENSATION**

Overtime compensation per hour is paid as follows:



#### **5.4.2 CALCULATION OF ADDITIONAL TIME**

If additional time work has been performed both before and after the regular working time that applies to a part-time employment, both the time periods are added together. Only full half-hours are included in the calculation.

#### **5.4.3 OVERTIME COMPENSATION FOR ADDITIONAL TIME WORK**

Work that a part-time salaried employee undertakes to perform over and above the normal number of working hours for full-time employment in the workplace counts as overtime work and is compensated in accordance with 5.3.2.

When calculating compensation in accordance with 5.3.2 the salary shall be adjusted upwards so that it corresponds to a full-time salary.

## **Section 6 Compensation for deferred working hours**

### **6.1 DEFERRED WORKING HOURS**

Deferred working hours means the part of the salaried employee's regular working hours that is scheduled for the days and between the times stated in 6.3.

### **6.2 NOTIFICATION OF DEFERRED WORKING HOURS**

To enable the salaried employee to plan their free time, notification that working hours will be staggered must be made in good time before the change enters into effect. The salaried employee should be notified at least one month in advance. The salaried employee should also be notified how long the deferred working hours are intended to apply.

### **6.3 COMPENSATION FOR DEFERRED WORKING HOURS**

Deferred working hours are compensated per hour as follows:

Monday to Friday 18.00–24.00	<u>monthly salary</u> 600
Monday to Saturday 00.00–07.00	<u>monthly salary</u> 400
Saturday to Sunday, from Saturday 07.00 until Sunday 24.00	<u>monthly salary</u> 300



from 07.00 on Epiphany, 1 May, Ascension Day and All Saints' Day until 00.00 the first working day after each holiday monthly salary  
300

from 18.00 on Maundy Thursday and from 07.00 on Whitsun Eve, 6 June, Midsummer's Eve, Christmas Eve and New Year's Eve until 00.00 the first working day after each holiday monthly salary  
150

Compensation for deferred working hours and overtime compensation may not be given at the same time.

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

A part-time salaried employee's salary shall be adjusted upwards so that it corresponds to a full-time salary.

If an individual agreement is made in accordance with 12.1.1 to replace the agreement's non-working days with other days, the compensation reflects the size and scope of the replaced day.

#### **6.4 LOCAL AGREEMENT**

The local parties may agree other compensation for deferred working hours, if particular grounds exist.

#### **6.5 INDIVIDUAL AGREEMENT**

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

The conditions apply until further notice and may be revised at the next salary review date.

A party who wants the conditions to cease shall inform the other party no later than two months beforehand.

#### **6.6 SALARIED EMPLOYEES WHO HAVE PREVIOUSLY RECEIVED OTHER COMPENSATION**

The conditions of a salaried employee who has been compensated for working deferred working hours through salary or in any other way and therefore has not received any special compensation shall not be amended through the entering into force of this agreement.

## Section 7 Compensation for on-call time

### 7.1 ON-CALL TIME

On-call time means time when the salaried employee does not have to report for work but must remain at the employer's disposal at the workplace in order to carry out work when the need arises.

### 7.2 WORK SCHEDULE

On-call time shall be allocated so that it is not unreasonably onerous for an individual salaried employee. The work schedule for on-call time should be prepared in good time.

### 7.3 COMPENSATION FOR ON-CALL TIME

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

However, the following applies:

from Friday 18.00 until Saturday 07.00  $\frac{\text{monthly salary}}{400}$

from Saturday 07.00 until Sunday 24.00  $\frac{\text{monthly salary}}{300}$

from 18.00 the day before until 07.00 on Epiphany,  
1 May, Ascension Day and All Saints' Day  $\frac{\text{monthly salary}}{400}$

from 07.00 on Epiphany, 1 May, Ascension Day,  
6 June and All Saints' Day until 00.00 the first  
working day after each holiday  $\frac{\text{monthly salary}}{300}$

from 18.00 on Maundy Thursday and from 07.00 on  
Whitsun Eve, Midsummer's Eve, Christmas Eve and  
New Year's Eve until 00.00 the first working day after  
each holiday  $\frac{\text{monthly salary}}{150}$

Compensation for on-call time is paid per shift for a minimum of eight hours, if applicable reduced by the period for which the salaried employee has received overtime compensation.

Monthly salary means the current fixed monthly salary in cash.

A part-time salaried employee's salary shall be adjusted upwards so that it corresponds to a full-time salary.

If an individual agreement is made in accordance with 12.1.1 to replace the agreement's non-working days with other days, the compensation reflects the size and scope of the replaced day.

#### **7.4 LOCAL AGREEMENT**

The local parties may agree another solution if reasonable grounds exist.

#### **7.5 INDIVIDUAL AGREEMENT**

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

The conditions apply until further notice and may be revised at the next salary review date.

A party who wants the conditions to cease shall inform the other party no later than two months beforehand.

## **Section 8 Compensation for standby work**

### **8.1 STANDBY WORK**

Standby work means time when the salaried employee does not have to report for work but must remain at the employer's disposal in order to carry out work immediately or within a prescribed period when the need arises.

### **8.2 WORK SCHEDULE**

Standby time shall be allocated so that it is not unreasonably onerous for an individual salaried employee.

The work schedule for standby work should be prepared in good time.

### **8.3 COMPENSATION FOR STANDBY WORK**

Standby time is compensated per standby hour at

Monday 00.00 until Friday 18.00

monthly salary/1,400

Friday 18.00 until Saturday 07.00, and from 18.00 the day before until 07.00 on Epiphany, 1 May, Ascension Day and All Saints' Day

monthly salary/1,000

Saturday 07.00 to Sunday 24.00, and from 07.00 on Epiphany, 1 May, Ascension Day, 6 June and All Saints' Day until 00.00 the first working day after each holiday

monthly salary/700

from 18.00 on Maundy Thursday and New Year's Eve and from 07.00 on Whitsun Eve, Midsummer's Eve and Christmas Eve until 00.00 the first working day after each holiday

monthly salary/350

Standby time is paid per shift for a minimum of four hours, if applicable reduced by the period for which the salaried employee has received overtime compensation.

For instructed work attendance overtime compensation is paid for the time worked, however for at least one hour. Compensation for travel costs is paid in connection with such attendance.

Monthly salary means the current fixed monthly salary in cash.

A part-time salaried employee's salary shall be adjusted upwards so that it corresponds to a full-time salary.

If an individual agreement is made in accordance with 12.1.1 to replace the agreement's non-working days with other days, the compensation reflects the size and scope of the replaced day.

#### **8.4 LOCAL AGREEMENT**

The local parties may agree another solution if reasonable grounds exist.

#### **8.5 INDIVIDUAL AGREEMENT**

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

The agreement applies until further notice and may be revised at the next salary review date. A party who wants such an agreement to cease shall inform the other party no later than two months beforehand.

## **Section 9 Compensation for travel time**

### **9.1 ENTITLEMENT TO TRAVEL TIME COMPENSATION**

Salaried employees are entitled to travel time compensation in accordance with 9.3 with the following exceptions:

- 1) The employer and the salaried employee who have made an agreement for compensation for overtime in accordance with 5.1.1 and 5.1.2 may agree that the provisions on travel time compensation shall not apply.
- 2) Employers and salaried employees may agree that compensation for travel time shall be given in another form, for example that potential travel time be considered in the salary setting.
- 3) Salaried employees with work that normally entails a significant extent of business travel, for example travelling salespeople and service technicians, are only entitled to travel time compensation if the employer and the salaried employee agree to this.

### **9.2 TRAVEL TIME**

Travel time is the time during an ordered business trip that it takes to travel to the work destination.

When calculating travel time that qualifies for compensation, only such travel time before or after the salaried employee's regular working time is taken into account.

If travel time is incurred both before and after the regular working time on a certain day, both the periods are added together. Only full half-hours are included in the calculation.

If the employer has covered the costs of a sleeping berth on a train or boat during the journey or a part of this, the period between 22.00 and 08.00 shall not be counted.

Travel time also includes the normal time that elapses when the salaried employee is driving a car or other vehicle on business, regardless of whether it belongs to the employer.

The journey shall be deemed to have started and finished in accordance with the applicable provisions for calculating daily allowances or similar at the respective employer.

### 9.3 TRAVEL TIME COMPENSATION

1) Travel time compensation per hour	<u>monthly salary</u> 240
2) When the travel has taken place between Friday 18.00 and Monday 06.00	<u>monthly salary</u> 190
3) When the travel has taken place between 18.00 the day before a free public holiday eve or public holiday and 06.00 the day after the public holiday	<u>monthly salary</u> 190

Monthly salary means the current fixed monthly salary in cash.

A part-time salaried employee's salary shall be adjusted upwards so that it corresponds to a full-time salary.

## Section 10 Annual leave

### 10.1 GENERAL RULES

Annual leave is established in accordance with prevailing laws with the following addenda and exceptions.

### 10.2 QUALIFYING YEAR AND ANNUAL LEAVE YEAR

The qualifying year is calculated from and including 1 April up to and including 31 March the following year. The annual leave year is the following 12-month period.

The employer may agree with an individual salaried employee or with the local salaried employee party that the qualifying year and/or the annual leave year shall be changed to other dates or coincide completely.

#### *Remarks*

*The employer should clarify which qualifying year and annual leave year are applied.*

#### 10.2.1 COINCIDING QUALIFYING YEARS AND ANNUAL LEAVE YEARS

When qualifying years and annual leave years coincide, received holiday pay shall be treated as an advance payment.

A salaried employee who has received more paid days of annual leave than they have earned shall repay any overpaid holiday pay. Deductions are made from both compensation in lieu of annual leave and salary. A corresponding salary adjustment is made if the level of occupation is amended during the annual leave year.

Deductions shall not be made if the employment has ceased due to

1. the salaried employee's sickness or
2. the circumstances referred to in Section 4, third paragraph, first sentence of the Swedish Employment Protection Act or
3. notice of termination issued by the employer on the basis of circumstances that are not attributable to the salaried employee personally

### **10.3 LENGTH OF ANNUAL LEAVE**

#### **10.3.1 NUMBER OF DAYS OF ANNUAL LEAVE**

- 25 days of annual leave in accordance with the Swedish Annual Leave Act
- three or five days of annual leave in addition to statutory leave days by agreement between the employer and the salaried employee in accordance with 5.1.1 or 5.1.2

Days of annual leave means both paid and unpaid days of annual leave.

#### **10.3.2 NUMBER OF PAID DAYS OF ANNUAL LEAVE**

The number of qualifying paid days of annual leave is calculated as follows:

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

A = number of agreed days of annual leave (in accordance with 10.3.1)

B = number of employment days during the qualifying year, less absence that is not credited for the purpose of holiday pay

C = number of calendar days during the qualifying year

D = number of qualifying, paid days of annual leave (fractions are rounded up to the nearest whole figure)

### 10.3.3 CHANGE IN DAYS OF ANNUAL LEAVE

If this agreement enters into force for a salaried employee who is covered by an individual agreement or service regulations at the employer, the salaried employee is entitled to at least the same number of days of annual leave as previously.

If it is possible to amend annual leave provisions in the prevailing regulations, the employer shall notify the salaried employee party, and if the latter requests this, negotiations shall take place before a decision is made.

### 10.3.4 ANNUAL LEAVE FOR CERTAIN PART-TIME SALARIED EMPLOYEES

For part-time salaried employees who work less than an average of five days per week, the number of net days of annual leave is calculated as follows:

The number of working days per week x the number  
of days of annual leave in accordance with 10.3 =  
5

= The number of days of annual leave (net days of annual leave) that shall be scheduled to days that in accordance with the work schedule should have been working days. Fractions in calculations are rounded up to the nearest number of whole days.

If, in accordance with the work schedule, the salaried employee is to work both a whole and part of a day the same week, the partially worked day shall count as a full day. When the annual leave is scheduled for such a salaried employee, a whole day of annual leave is given even if the salaried employee only would have worked part of the day in question.

#### Example

The salaried employee's part-time work is scheduled for the following average number of working days per week	Number of net days of annual leave (with 25 days' annual leave)
4	20
3.5	18
3	15
2.5	13
2	10

If the working time schedule is amended so that "the number of working days per week" changes, the number of net days of annual leave not taken is recalculated so that it corresponds to the new schedule.



Holiday supplements, compensation in lieu of annual leave or salary deductions (for unpaid annual leave) are calculated based on the number of gross days of annual leave.

#### **10.4 HOLIDAY PAY, COMPENSATION IN LIEU OF ANNUAL LEAVE ETC.**

##### **10.4.1 HOLIDAY PAY AND HOLIDAY SUPPLEMENTS**

Holiday pay consists of the monthly salary at the time the annual leave is taken and holiday supplements.

The holiday supplement for each paid day of annual leave is

- 0.8 per cent of the salaried employee's monthly salary at the time the annual leave is taken and any fixed salary supplement per month. Concerning changes of level of occupation, see 10.4.6.
- 0.5 per cent of the sum of the variable salary components that have been paid during the qualifying year.

If the salaried employee has not earned full annual leave, the holiday supplement of 0.5 per cent is adjusted upwards as follows:

$$\frac{0.5 \times \text{the number of days of annual leave to which the salaried employee is entitled}}{\text{The number of paid days of annual leave that the salaried employee has earned}}$$

Fixed salary supplements means for example fixed shift, on-call, standby, overtime and travel time supplements, guaranteed minimum commission or suchlike.

Variable salary components means for example commissions, profit-sharing, bonuses, incentive salary and shift, on-call and standby supplements and compensation for deferred working hours or suchlike, to the extent that this is not included in the monthly salary.

Commissions, profit-sharing, bonuses and suchlike mean those variable salary components that are directly connected to the salaried employee's personal work performance.

Overtime, additional time and travel time compensation includes holiday pay.

##### **10.4.2 CALCULATION OF VARIABLE SALARY COMPONENTS IN ABSENCE CREDITED FOR THE PURPOSE OF HOLIDAY PAY**

For each calendar day with absence credited for the purpose of holiday pay, an average daily income of variable salary components shall be added to the sum of the variable salary component that has been paid during the qualifying year.

$$\text{Average daily income} = \frac{\text{Variable salary components paid during the qualifying year}}{\text{The number of employment days, less days of annual leave and whole days with absence credited for the purpose of holiday pay during the qualifying year.}}$$

Shift, on-call and standby compensation and compensation for deferred working hours and suchlike shall not be included in the above average calculation if the salaried employee has received such compensation during the qualifying year for up to a maximum of 60 calendar days.

#### **10.4.3 PAYMENT OF HOLIDAY PAY**

The holiday supplement of 0.8 per cent is paid together with the monthly salary in conjunction with or as soon as possible after the annual leave.

The holiday supplement of 0.5 per cent is paid no later than at the end of the annual leave year.

#### **Exceptions**

- 1) If the salary to a significant extent consists of variable salary components, the salaried employee is entitled to receive an advance holiday supplement based on the variable salary components. The employer shall evaluate the size of the supplement. The supplement is paid at the same time as the annual leave salary is normally paid. The employer shall no later than at the end of the annual leave year salary any residual holiday supplement per the calculation in accordance with 10.4.1 and 10.4.2.
- 2) If an agreement has been made that the annual leave year and qualifying year coincide, the employer may pay the residual holiday pay that relates to variable salary components after the end of the annual leave year. This shall be done at the first ordinary salary run for the new qualifying year when the ordinary salary procedures can be applied.

#### **10.4.4 COMPENSATION IN LIEU OF ANNUAL LEAVE**

Compensation for each paid day of annual leave that has not been taken is 4.6 per cent of the current monthly salary and holiday supplements in accordance with 10.4.1 and 10.4.2.

For carried over days of annual leave, compensation in lieu of annual leave is calculated as if the carried over day had been taken in the annual leave year in which the employment ceased. Compensation in lieu of annual leave shall be adapted to the salaried employee's percentage of full regular working time during the qualifying year that preceded the annual leave year in which the day was carried over.

#### **10.4.5 UNPAID ANNUAL LEAVE**

For each day of unpaid annual leave taken, a deduction is made from the salaried employee's current monthly salary of 4.6 per cent of the monthly salary. Regarding the term monthly salary, see 10.4.1.

#### **10.4.6 CHANGED LEVEL OF OCCUPATION**

If during the qualifying year the salaried employee has had a different level of occupation from when the annual leave was taken, the monthly salary at the time when the annual leave was taken is proportioned in relation to the percentage of the full regular working time that applied in the workplace during the qualifying year.

If the level of occupation has changed during the current calendar month, the level of occupation that applied for the majority of the calendar days in the month shall be applied in the calculation. Regarding the term monthly salary, see 10.4.1.

#### **10.5 ANNUAL LEAVE FOR NEW SALARIED EMPLOYEES**

If a newly employed salaried employee's paid days of annual leave do not cover the organisation's main annual leave period or if the salaried employee otherwise wishes to have more leave than corresponds to the number of days of annual leave, the employer and the salaried employee may agree that the salaried employee shall have leave of absence or leave without salary deductions for the required number of days. Such an agreement shall be in writing.

The following applies to leave without salary deductions. If the employment ceases within five years of the day it started, deductions shall be made from the outstanding salary or compensation in lieu of annual leave in accordance with the same provisions that apply for leave of absence but calculated based on the salary that applied during the leave.

Deductions shall not be made if the employment has ceased due to

- 1) the salaried employee's sickness or
- 2) the circumstances referred to in Section 4, third paragraph, first sentence of the Swedish Employment Protection Act or
- 3) notice of termination issued by the employer on the basis of circumstances that are not attributable to the salaried employee personally

For salaried employees who have received more paid days of annual leave than they have earned, the provisions on holiday pay in advance in Section 29 a of the Swedish Annual Leave Act apply, unless a written agreement has been made in accordance with the above.

## **10.6 CARRYING OVER ANNUAL LEAVE**

### **10.6.1 CARRYING OVER DAYS OF ANNUAL LEAVE**

Salaried employees who are entitled to more than 25 days of paid annual leave may by agreement with the employer also carry over these remaining days of annual leave, provided that they do not take previously carried over annual leave the same year.

The employer and the salaried employee shall agree how the carried over days of annual leave are to be scheduled. This applies both to the annual leave year in which the carried over days are to be taken and how they are scheduled during this annual leave year.

### **10.6.2 UTILISATION OF DAYS OF ANNUAL LEAVE CARRIED OVER**

Carried over days of annual leave are utilised in the order they are carried over. Days of annual leave that have been carried over in accordance with the law shall be taken before days of annual leave that have been carried over in accordance with 10.6.1 during the same year.

### **10.6.3 HOLIDAY PAY FOR DAYS OF ANNUAL LEAVE CARRIED OVER**

Holiday pay for days of annual leave carried over is calculated in accordance with 10.4.1 and 10.4.2. However, when calculating the holiday supplement of 0.5 per cent, all absence during the qualifying year, excluding ordinary annual leave, shall be treated in the same way as absence credited for the purpose of calculating holiday pay.

Holiday pay for days of annual leave carried over shall be adapted to the salaried employee's percentage of the full regular working time during the qualifying year that preceded the annual leave year in which the day was carried over.

For details of the calculation of the percentage of full regular working time, see 10.4.6.

## **Section 11 Sick pay etc.**

### **11.1 ENTITLEMENT TO SICK PAY AND NOTIFICATION OF ILLNESS**

#### **11.1.1 ENTITLEMENT TO SICK PAY**

Sick pay paid by the employer during the first 14 calendar days of the sickness period is calculated in accordance with the Swedish Act on Sickness Payments and addenda in accordance with 11.2.2, second paragraph. For details of calculation of sick pay, see 11.3.1 to 11.3.4.

Sick pay paid by the employer from and including the 15th calendar day of the sickness period is calculated in accordance with 11.3.6 to 11.3.8 and 11.4 to 11.6.

A sickness period that starts within five calendar days of the end of a previous sickness period shall be deemed to be a continuation of the previous sickness period.

#### **11.1.2 NOTIFYING ILLNESS**

The salaried employee who falls ill and therefore cannot work shall notify the employer of this as soon as possible. The salaried employee shall as soon as possible inform the employer when the work is expected to start again.

The same applies if the salaried employee is unable to work due to an accident or work-related injury or must refrain from work due to a risk of transmitting a disease that provides an entitlement to compensation in accordance with the Social Insurance Code.

As a main rule, sick pay is not paid until the employer has received notification of the case of sickness (Section 8, first paragraph of the Swedish Act on Sickness Payments).

### **11.2 CONFIRMATION AND MEDICAL CERTIFICATE**

#### **11.2.1 WRITTEN CONFIRMATION**

The salaried employee shall provide the employer with a written confirmation that the salaried employee has been ill, information on the extent to which the ability to work has been impaired due to the illness and on which days the salaried employee should have worked (Section 9 of the Swedish Act on Sickness Payments).

#### **11.2.2 MEDICAL CERTIFICATE**

The salaried employee must authenticate the impairment of their ability to work and the length of the illness by presenting a medical certificate for the employer to be obliged to pay sick pay from and including the seventh calendar day after the day the sickness was notified (Section 8, second paragraph of the Swedish Act on Sickness Payments).

At the request of the employer, the salaried employee shall provide such a medical certificate from a previous day. The employer is entitled to nominate the doctor.

### **11.3 SIZE OF SICK PAY**

#### **11.3.1 SIZE OF SICK PAY**

The sick pay is calculated by making deductions from the salary as indicated below.

### 11.3.2 SICKNESS UP TO AND INCLUDING THE 14TH CALENDAR DAY PER SICKNESS PERIOD

For each hour a salaried employee is absent due to sickness a deduction for sickness is made per hour as follows:

For sickness absence up to 20% of the average weekly working time (qualifying period) in the sickness period  $\frac{\text{monthly salary} \times 12.2}{52 \times \text{weekly working time}}$

For sickness absence exceeding 20% of average weekly working time up to and including the 14th day of the sickness period  $\frac{20\% \times \text{the monthly salary} \times 12.2}{52 \times \text{weekly working time}}$

Salaried employees who should have worked during scheduled deferred working hours additionally receive sick pay after the qualifying period equivalent to 80 per cent of the compensation for the deferred working hours that they have lost.

#### Remarks

*11.1.1 establishes that a sickness period that starts within five calendar days of the end of a previous sickness period shall be deemed to be a continuation of the previous sickness period. This means that it may be necessary to make continuing qualifying period deductions of up to 20 per cent of the average weekly working time in the continuing sickness period.*

### 11.3.3 SICK PAY WITHOUT A QUALIFYING PERIOD

For a salaried employee who in accordance with a decision of the Swedish Social Insurance Agency is entitled to sick pay without a qualifying period, deductions for sickness may be made in accordance with the rules for sickness absence exceeding 20 per cent of the average weekly working time up to and including the 14th day of the sickness period.

### 11.3.4 WHEN TEN QUALIFYING PERIOD DEDUCTIONS HAVE BEEN MADE

In accordance with the law, the number of qualifying period deductions may not exceed ten instances during a 12-month period. If in a new sickness period it transpires that the salaried employee has had ten instances with qualifying period deductions within 12 months counting back from the start of the new sick pay period, the deduction for the first 20 per cent of the sickness absence shall be calculated in accordance with the rules for sickness absence exceeding 20 per cent of the average weekly working time up to and including the 14th day of the sickness period.

#### Remarks

*All qualifying period deductions that are made in accordance with 11.3.2, with an aggregate no more than 20 per cent of the average weekly working time within the same sickness*

*period, are deemed to be one instance even if the deductions are made on different days. 11.1.1 establishes that a sickness period that starts within five calendar days of the end of a previous sickness period shall be deemed to be a continuation of the previous sickness period.*

### **11.3.5 DEFINITION OF MONTHLY SALARY AND WEEKLY WORKING TIME**

#### **Monthly salary**

Monthly salary means the current monthly salary.

Monthly salary includes

- fixed monthly salary in cash and any fixed salary supplements per month (e.g. fixed shift or overtime supplements)
- the calculated average income per month in commission, profit-sharing, bonuses, incentive salary or similar variable salary components

For salaried employees for whom a significant share of their compensation consists of variable salary components, the employer and the salaried employee should agree the salary amount that will be the monthly salary from which sick pay deductions are made.

#### **Weekly working time**

Weekly working time means the number of working hours per normal business week for the individual salaried employee. For salaried employees with irregular working time, weekly working time is calculated as an average per month or other schedule cycle.

Weekly working time is calculated to a maximum of two decimal places, where 0 to 4 are rounded down and 5 to 9 are rounded up.

If the number of working hours varies in different parts of the year, the working time is calculated as an average per normal business week per year.

#### *Remarks*

*The salaried employee's average weekly working time means the weekly working time in hours for a normal week excluding holidays. For salaried employees with intermittent or irregular work duties, an average is calculated over a representative period.*

#### **Changes in salary**

If the salary is changed the following applies. The employer shall make deductions for sickness based on the old salary until the day the salaried employee receives notice of their new salary.

### 11.3.6 SICKNESS FROM AND INCLUDING THE 15TH CALENDAR DAY

For each sickness day (including non-working business days and Sundays and public holidays) deductions for sickness are made per day as follows:

Monthly salary includes, in addition to what is stated in 11.3.5, benefits in the form of board or lodging defined in accordance with the directions of the Swedish Tax Agency.

The size of the deduction for sickness is calculated differently depending on whether the salaried employee's monthly salary exceeds or is less than a certain salary threshold. This salary threshold is calculated as

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

*Example year 2022, when the price base amount (pba) is SEK 48,300*

The salary threshold amounts to  $\frac{10 \times \text{SEK } 48,300}{12} = \text{SEK } 40,250$  for the year 2022

For salaried employees with a monthly salary that amounts to a maximum salary threshold, deductions for sickness are made at:

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

For salaried employees with monthly salary above the salary threshold, deductions for sickness are made at:

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

#### *Remarks*

*The salary threshold of 10 price base amount is applicable as of 1 January 2022.*

### 11.3.7 MAXIMUM DEDUCTIONS FOR SICKNESS PER DAY

The deduction for sickness per day may not exceed

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



Fixed monthly salary in cash is equivalent to:

- fixed salary supplements per month (e.g. fixed shift or overtime supplements)
- commissions, profit-sharing, bonuses and suchlike that are earned during leave that are not directly linked to the salaried employee's personal work performance
- guaranteed minimum commission or suchlike

For the definition of monthly salary, see 11.3.5.

### **11.3.8 LENGTH OF SICK PAY PERIOD**

#### **Main rule**

If in accordance with this agreement the salaried employee is entitled to sick pay from and including the 15th calendar day of the period of sickness, the employer shall pay such in accordance with the following:

Sick pay is paid up to and including the 90th calendar day of the sickness period to the employee who has

- been employed by the employer for at least one continuous year or
- transferred directly from an employment with entitlement to sick pay for 90 days (group 1)

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

The sickness period includes all days with deductions for sickness (including qualifying period days), plus non-working days during the period.

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

If the salaried employee has two or more periods of sickness during a 12-month period, the entitlement to sick pay is limited to a total of 105 days for group 1 and 45 days for group 2.

Therefore, if during the last 12 months, counting from the beginning of the current sickness period, the salaried employee has received sick pay from the employer, the number of sick pay days shall be deducted from 105 or 45 respectively. The remainder represents the maximum number of sick pay days for the current case of sickness.

The entitlement to sick pay during the first 14 calendar days of the sickness period is not affected by the above limitation rules.

## **11.4 SPECIAL COORDINATION RULES**

### **11.4.1 REHABILITATION BENEFITS**

If a salaried employee is absent with rehabilitation benefits during a period that otherwise qualifies for sick pay in accordance with 11.3.8, salary deductions are made as in cases of sickness from and including the 15th calendar day in accordance with 11.3.6.

### **11.4.2 COMPENSATION FROM OTHER INSURANCE**

If the salaried employee receives compensation from insurance other than KTP/ITP or work injury insurance (TFA) and the employer has paid the premium for this insurance, the sick pay shall be reduced by the compensation.

### **11.4.3 OTHER COMPENSATION FROM THE STATE**

If the salaried employee receives compensation from the state other than from the Social Insurance Code, the sick pay shall be reduced by the compensation.

## **11.5 RESTRICTIONS IN ENTITLEMENT TO SICK PAY**

### **11.5.1 FAILURE TO PROVIDE A CERTIFICATE OF HEALTH**

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

### **11.5.2 REDUCED SICKNESS BENEFITS**

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

### **11.5.3 INJURIES FROM ACCIDENTS CAUSED BY THIRD PARTIES**

If a salaried employee has been injured in an accident caused by a third party and compensation is not paid in accordance with work injury insurance (TFA), the employer shall only provide sick pay if – or to the extent that – the salaried employee may not receive damages for lost earnings from the party that is responsible for the injury.

### **11.5.4 ACCIDENTS AT ANOTHER EMPLOYER**

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

### **11.5.5 UPON PAYMENT OF DISABILITY PENSION**

If payment of disability pension commences in accordance with the KTP/ITP plan, the entitlement to sick pay ceases.

### **11.5.6 SALARIED EMPLOYEES WHO HAVE REACHED RETIREMENT AGE**

For details of restrictions in entitlement to sick pay from and including the 15th calendar day of the sickness period for salaried employees who have reached retirement age, see 1.4.

### **11.5.7 OTHER RESTRICTIONS IN ENTITLEMENT TO SICK PAY**

The employer is not obliged to provide sick pay from and including the 15th calendar day of the sickness period

- if the salaried employee has been excluded from health insurance benefits in accordance with the Social Insurance Code, or
- if the salaried employee's incapacity for work is self-inflicted, or
- if the salaried employee has been injured as a result of acts of war, unless otherwise agreed

### **11.6 CARRIERS OF DISEASE**

If a salaried employee is required to refrain from work due to the risk of transmitting a disease and there is an entitlement to compensation in accordance with the Social Insurance Code, deductions are made up to and including the 14th calendar day in accordance with the following.

For each hour a salaried employee is absent, a deduction per hour is made of

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

From and including the 15th calendar day, deductions are made in accordance with 11.3.6 to 11.3.8.

## **Section 12 Leave**

### **12.1**

NON-WORKING days, working days with a maximum of four REGULAR working hours and paid leave of absence (Swedish: "PERMISSION")

### **12.1.1 NON-WORKING DAYS**

The day after Ascension Day and Midsummer's Eve, Christmas Eve and New Year's Eve is a non-working day.

Easter Saturdays that are not regular non-working days should be regarded as non-working days if this does not cause inconvenience for the employer's business.

By individual agreement, the same number of days and scope may be scheduled for other days of the year instead of the aforementioned non-working days. Such an agreement shall be in writing.

#### *Remarks*

*If an individual agreement is made in accordance with the above, the supplements in the agreement that are dependent on working time are adapted to the size and scope that apply to the agreed days .*

### **12.1.2 NON-WORKING DAYS WITH A MAXIMUM OF FOUR REGULAR WORKING HOURS**

On Twelfth Night, Maundy Thursday, Walpurgis Night, the day before Ascension Day and the day before All Saints' Day, the regular working time may not exceed four hours.

On such days, the regular working time should normally be scheduled before 13.00. If the organisation's needs require other scheduling, the regular working time may fully or partially be scheduled after 13.00.

### **12.1.3 PAID LEAVE OF ABSENCE**

Paid leave of absence (Swedish: "permission") is generally only granted for part of a working day. However, in special cases paid leave of absence may also be granted for one or more days, e.g. in the case of a sudden illness in the salaried employee's family or the death of a close relative.

The salaried employee is entitled to one day's paid leave of absence in years when Swedish National Day, i.e. 6 June, falls on a Saturday or Sunday, on condition that the employee is still employed on this day. Paid leave of absence is scheduled for a day during the current calendar year by local agreement or agreement between the employer and the salaried employee.

## **12.2 LEAVE OF ABSENCE, LEAVE WHOLE DAY, WITHOUT SALARY**

Leave of absence is granted if the employer finds that this can be arranged without causing inconvenience to the employer's business, provided that this does not relate to statutory leave, e.g. study or parental leave.

The employer shall state which time period the leave encompasses upon granting the leave of absence. The leave of absence may not be scheduled so that it starts and/or ends on a Sunday and/or public holiday that is a non-working day for the individual salaried employee.

A corresponding rule shall be applied for salaried employees who have a weekly rest period scheduled for a day other than Sunday.

Leave of absence to try out other work should be granted for rehabilitation purposes. Leave of absence is limited to six months but may be extended by agreement between the employer and the salaried employee.

### **12.2.1 CALCULATION OF DEDUCTIONS FOR LEAVE OF ABSENCE, WHOLE DAY**

When a salaried employee is absent for at least one day due to leave of absence, a salary deduction shall be made as follows:

- during a period of a maximum of 5 (6\*) working days, a deduction is made for each working day of 1/21 (1/25\*) of the monthly salary
- during a period exceeding 5 (6\*) working days, a deduction is made amounting to the daily salary for each individual day of leave. This also applies to the salaried employee's non-working business days and Sundays or public holidays

Daily salary = (fixed monthly salary in cash x 12) /365

### **12.2.2 SALARY DEDUCTIONS FOR INTERMITTENT WORK, WHOLE DAY**

If the salaried employee only works on certain days of the week (intermittent work), a salary deduction shall be made for each day that the salaried employee is on leave of absence and that otherwise would have been a working day.

A deduction is made as follows:

Monthly salary / {  $\frac{\text{The number of working days per week}}{5 (6^*)} \times 21 (25^*)$  }

\* figures in parentheses are for six-day weeks

**Example**

The salaried employee's work is scheduled for the following number of working days per week

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

“Number of working days per week” means the number of working days per normal business week calculated as an average per month.

**12.3 OTHER LEAVE, LEAVE FOR PART OF A DAY WITHOUT SALARY**

Leave for part of a day may be granted if the employer finds that this can be arranged without inconvenience for the employer's business.

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

**12.4 MONTHLY SALARY**

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

- fixed salary supplements per month (e.g. fixed shift or overtime supplements)
- commissions, profit-sharing, bonuses and suchlike that are earned during leave and that are not directly linked to the salaried employee's personal work performance
- guaranteed minimum commission or suchlike

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

## 12.5 PARENTAL LEAVE SUPPLEMENT

### 12.5.1 CONDITIONS FOR PARENTAL LEAVE SUPPLEMENT

A salaried employee who is on leave of absence due to pregnancy or in connection with the birth or adoption of a child is entitled to parental leave supplement from the employer if the salaried employee has been employed by the employer for at least one continuous year.

The expression “in connection with” means that the leave of absence shall take place within 18 months of the birth of the child or receiving the adopted child.

Parental leave supplement is only paid if the leave is uninterrupted for at least a month.

The salaried employee is entitled to parental leave supplement in the following scope:

<b>Term of employment</b>	<b>Parental leave supplement</b>
1 but not 2 continuous years	60 days
2 but not 3 continuous years	120 days
3 or more continuous years	180 days

### 12.5.2 SIZE OF PARENTAL LEAVE SUPPLEMENT

The size of the parental leave supplement is calculated differently depending on whether the salaried employee’s monthly salary exceeds a certain salary threshold.

Monthly salary means, in addition to what is stated in 11.3.5, benefits in the form of board or lodging defined in accordance with the instructions of the Swedish Tax Agency.

#### **Salary threshold**

$$\frac{10 \times \text{price base amount (pba)}}{12} \quad \text{For 2021: } \frac{10 \times \text{SEK } 47,600}{12} = \text{SEK } 39,667$$

#### **Monthly salary below the salary threshold**

For salaried employees with a monthly salary below the salary threshold, the parental leave supplement per month is the monthly salary less 30 deductions as follows.

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

**Monthly salary above the salary threshold**

For salaried employees with a monthly salary above the salary threshold, the parental leave supplement per month is the monthly salary less 30 deductions as follows.

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

**Remarks**

*If the leave of absence should be shorter than the leave the salaried employee is entitled to in accordance with this paragraph, parental leave supplement is paid for no longer than the length of the leave.*

*During partial leave, parental leave supplement is granted in proportion to the extent of the leave.*

**12.5.3 PAYMENT OF PARENTAL LEAVE SUPPLEMENT**

Parental leave supplement is paid monthly.

**12.5.4 REDUCTION IN PARENTAL LEAVE SUPPLEMENT**

The parental leave supplement is not paid if the salaried employee is not entitled to parental benefit in accordance with the Social Insurance Code. If this benefit has been reduced, the parental leave supplement shall be reduced to the corresponding extent.

**12.6 LEAVE WITH TEMPORARY PARENTAL BENEFIT****12.6.1 DEDUCTIONS**

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

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

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

**Weekly working time**

Weekly working time means the number of working hours per normal business week for the individual salaried employee. For salaried employees with irregular working time, weekly working time is calculated as an average per month or other schedule cycle.



Weekly working time is calculated to a maximum of two decimal places, where 0 to 4 are rounded down and 5 to 9 are rounded up.

If the length of the working time varies during different parts of the year, the working time is calculated as an average per normal business week per year.

### **Changes in salary**

If the salary is changed the following applies. The employer shall make deductions based on the former salary until the day the salaried employee receives notice of their new salary.

### **12.6.2 MONTHLY SALARY**

Monthly salary means

- fixed monthly salary in cash and any fixed salary supplements per month (e.g. fixed shift or overtime supplements)
- the calculated average income per month from commission, profit-sharing, bonuses, incentive salary or similar variable salary components. For salaried employees for whom a significant share of their compensation consists of such salary components, it should be agreed which salary amount will be the monthly salary from which salary deductions are made

### **12.6.3 LEAVE WITH TEMPORARY PARENTAL BENEFIT**

During leave with temporary parental benefit for the first five working days and from and including the sixteenth working day, each calculated per calendar year, a salary deduction per hour of absence shall be made of

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

The deduction rules below only apply to parents. Otherwise deductions are made in accordance with the above.

During leave with temporary parental benefit from and including the sixth and up to and including the fifteenth working day, each calculated per calendar year, a salary deduction per hour of absence shall be made as follows.

For a salaried employee with a monthly salary of a maximum of 7.5 x current price base amount divided by 12:

$$90\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working time}}$$

For a salaried employee with a monthly salary above 7.5 x the current monthly base amount divided by 12:

$$90\% \times \frac{7.5 \times \text{pba}}{52 \times \text{weekly working time}} + 10\% \times \frac{\text{monthly salary} \times 12 - 7.5 \times \text{pba}}{52 \times \text{weekly working time}}$$

Each working day that a salaried employee is wholly or partially on leave in this context counts as one day.

If a period of leave with temporary parental benefit encompasses one or more whole calendar months, the salaried employee's entire monthly salary shall be deducted for each of the calendar months. If the settlement periods that the company applies in the salary calculation do not coincide with the calendar months, the employer is entitled in accordance with this provision to replace the term "calendar months" with "settlement periods".

For details of weekly working time and monthly salary, see 12.6.1 or 12.6.2 respectively.

#### *Remarks*

*The above rule in 12.6.3 only applies to member organisations that were previously covered by KFO's Non-profit organisation agreement area as at 31 December 2020.*

## **Section 13 Salary for part of salary period**

If a salaried employee commences or ends their employment or changes their level of occupation during the current calendar month/settlement period, the salary is calculated in the following manner:

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

X = current monthly salary

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

Z = number of employment days in the month/settlement period

L = salary for the calculation period

Upon changes in the level of occupation, each period with a different level of occupation is calculated separately.

### Example

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

**Full-time up to and including  
16 May in current year**

X = SEK 20,000

Y = 30 days (21/4–20/5)

Z = 26 days (21/4–16/5)

L = SEK 17,333

**Part-time (50 per cent) from and  
including 17 May in current year**

X = SEK 10,000

Y = 30 days (21/4–20/5)

Z = 4 days (17–20/5)

L = SEK 1,333

## Section 14 Termination of employment

### 14.1 RESIGNATION BY THE SALARIED EMPLOYEE

#### 14.1.1 NOTICE PERIOD

The notice period upon resignation by the salaried employee is as follows, unless otherwise established in 14.3.2 to 14.3.7.

The salaried employee's notice period in months

<b>Term of employment with the employer</b>	<b>Notice period</b>
less than 2 years	1 month
2 years or more	2 months

#### 14.1.2 WRITTEN NOTICE OF TERMINATION

The salaried employee should give notice of termination in writing. If the notice of termination is nonetheless given orally, the salaried employee should confirm this to the employer in writing as soon as possible.

### 14.2 TERMINATION BY THE EMPLOYER

#### 14.2.1 NOTICE PERIOD

The notice period upon termination by the employer is as follows, unless otherwise established in 14.2.2 and 14.3.2 to 14.3.7.

*The employer's notice period in months*

<b>Term of employment with the employer</b>	<b>Notice period</b>
less than 2 years	1 month
from 2 to 4 years	2 months
from 4 to 6 years	3 months
from 6 to 8 years	4 months
from 8 to 10 years	5 months
10 years or more	6 months

See also 14.1.1 and 14.2.1 – Calculation of length of the term of employment.

The method for calculating the length of the term of employment in accordance with the above is stated in Section 3 of the Swedish Employment Protection Act.

#### **14.2.2 EXTENDED NOTICE PERIOD IN CERTAIN CASES**

If a salaried employee whose employment has been terminated due to a shortage of work has at the date of termination reached the age of 55 and also has ten years' uninterrupted service, the notice period shall be extended by six months.

This provision does not apply to salaried employees who have reached the age of 65.

#### **14.2.3 NOTICE**

Notice that the employer is required to give to the local employee organisation in accordance with the Swedish Employment Protection Act shall be considered to have been given when the employer has delivered the notice to the local salaried employee party or two working days after the employer has sent the notice in a registered letter to the relevant union. Notice given by the employer during the time when the organisation is closed for annual leave shall be considered to have been given the day after the closure for annual leave has ended.

### **14.3 OTHER RULES RELATING TO TERMINATION OF EMPLOYMENT**

#### **14.3.1 SALARY DURING THE NOTICE PERIOD**

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

#### **14.3.2 AGREEMENT ON A DIFFERENT NOTICE PERIOD**

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

The employer and the salaried employee may agree on a different notice period. However, in such cases the notice period from the employer may not be shorter than the notice period shown in the table in 14.2.1.

### **14.3.3 DISCONTINUATION OF PROBATIONARY EMPLOYMENT**

Probationary employment may be discontinued by either the employer or the salaried employee before the end of the trial period by giving written notice no later than one month in advance.

If the employer or salaried employee does not wish the employment to continue after the trial period has ended, notification of this shall be provided no later than two weeks before the end of the trial period.

The employer shall, at the same time as delivering the notice in accordance with the above, notify the local association in the workplace. The salaried employee and the local association are entitled to enter into consultations with the employer on the notice.

If the probationary employment does not become a permanent employment, the employer shall justify their position, if the salaried employee so requests.

#### *Remarks*

*The provision entails that the salaried employee receives one month's salary after notice of the premature discontinuation of the probationary employment, or two weeks' salary when the probationary employment does not become a permanent employment in connection with the end of the trial period, unless otherwise agreed.*

*The parties agree that the notice in accordance with paragraph 2 is an official direction.*

### **14.3.4 DISCONTINUATION OF FREE FIXED-TERM EMPLOYMENT AND SUBSTITUTE EMPLOYMENT**

For a free fixed-term employment or a substitute employment that is deemed to last longer than 12 months, an individual agreement may be made to give the employer or salaried employee the opportunity to discontinue the employment by giving written notice. In such cases the employment ceases one month after either party informs the counterparty.

Individual agreements in accordance with the above shall be in writing.

The opportunity to discontinue the employment through notification applies once the salaried employee has completed an aggregate term of employment of six months with the employer.

The employer shall, at the same time as delivering the notice in accordance with the above, notify the local association in the workplace. The salaried employee and the local association are entitled to enter into consultations with the employer on the notice.

If a free fixed-term employment or a substitute employment is discontinued by means of notification from the employer, the employer shall justify its position if the salaried employee so requests.

#### **14.3.5 NOTICE OF TERMINATION OF FIXED-TERM EMPLOYMENT**

A fixed-term employment may be brought to an end prematurely through notice of termination from either party. The notice periods prescribed in 14.1 and 14.2 of this agreement apply.

Notice of termination from the employer requires the existence of objective grounds in accordance with the Swedish Employment Protection Act.

Notice of premature termination shall not be applicable until the expiry of any period in accordance with 14.3.4.

#### **14.3.6 TERMINATION OF EMPLOYMENT ON REACHING RETIREMENT AGE IN ACCORDANCE WITH THE SWEDISH EMPLOYMENT PROTECTION ACT**

If the employer or the salaried employee wishes to end a permanent employment at the end of the month in which the salaried employee reaches the age stated in Section 32 a of the Swedish Employment Protection Act or later, the employer or the salaried employee shall notify this at least one month in advance. In such a case the employment is terminated one month after the notice has been delivered, however no earlier than the end of the month when the salaried employee reaches the age as stated in Section 32 a of the Swedish Employment Protection Act.

In the event of notice from the employer in accordance with the above paragraph, the rules on giving notice to the local employer organisation, consultations and negotiations in accordance with Section 33 a of the Swedish Employment Protection Act do not need to be applied.

#### *Remarks*

*68 years; 69 years from 1 January 2023.*

#### **14.3.7 SHORTENING OF THE NOTICE PERIOD FOR THE SALARIED EMPLOYEE**

If the salaried employee due to special circumstances wishes to leave their position before the end of the notice period, the employer should examine whether such may be permitted.

#### **14.3.8 DAMAGES FOR A SALARIED EMPLOYEE FAILING TO OBSERVE THE NOTICE PERIOD**

If the salaried employee leaves their position before the end of the notice period, the employer is entitled to damages for the economic loss and inconvenience caused. The damages shall as a minimum be the amount that corresponds to the salaried employee's salary during the part of the notice period that the salaried employee failed to observe.

#### **14.3.9 CERTIFICATE OF EMPLOYMENT**

When notice of termination has been made by the employer or the salaried employee, the salaried employee is entitled to a certificate of employment indicating

- the period the salaried employee has been employed,
- the duties the salaried employee has performed, and
- if the salaried employee so desires, a testimonial on the manner in which the work has been performed.

The employer shall provide the certificate of employment within a week of the salaried employee requesting such.

#### **14.3.10 CERTIFICATE OF TAKEN ANNUAL LEAVE**

When the employment ceases, the salaried employee is entitled to receive a certificate showing how many statutory 25 days of annual leave have been taken during the current annual leave year. The employer shall provide the salaried employee with the certificate no later than a week of the salaried employee requesting such. If the salaried employee is entitled to more than 25 days of annual leave, the additional annual leave shall be deemed to have been taken first.

#### **14.4 ORDER OF PRIORITY IN CUTBACKS IN PERSONNEL AND RE-EMPLOYMENT**

If cutbacks in personnel are required, the local parties shall assess the employer's requirements and needs with regard to staffing. If these needs cannot be met by application of law, the order of priority shall be established by deviation from the statutory provisions.

In such cases the local parties shall select those employees whose employment will be terminated so that the employer's needs for competence are specifically taken into account as well as the employer's opportunities to engage in competitive business and thereby provide continued employment.

It is assumed that the local parties, upon request by either party, agree on the order of priority for termination in accordance with Section 22 of the Swedish Employment Protection Act and on the deviations from the law that are required.

The local parties may also agree on the order of priority for re-employment through deviation from Sections 25 to 27 of the Swedish Employment Protection Act. In such cases the criteria stated above shall apply.

The local parties are obliged on request to conduct negotiations on the order of priority and to confirm any agreements made in writing.

If the local parties cannot reach agreement, the association parties, if either so requests, may make an agreement in accordance with the guidelines stated above.

It is assumed that the employer, before the negotiation of the issues mentioned in 14.4, will provide the local and/or the central agreement party with the relevant documentation.

#### **Information**

If there is no local or central agreement in accordance with the above, termination due to a shortage of work or re-employment may be considered in accordance with the law, observing the applicable negotiation procedure.

## **Section 15 Validity period**

This agreement applies from and including 1 January 2021 up to and including 30 April 2023. For the period after 30 April 2023 the agreement applies with a mutual notice period of seven days.

If Fremia or Unionen or The professional associations (Akademikerförbunden) have terminated the agreement or agreed to bring forward the notice period, such notice of termination or agreement automatically applies to the affected agreement area provided that the parties have not agreed otherwise.

Stockholm, 7 January 2021

Fremia

**Veronica Johansson**

**Love Lind**

Unionen

**Nicola Lewis**

**Andreas Wallén**

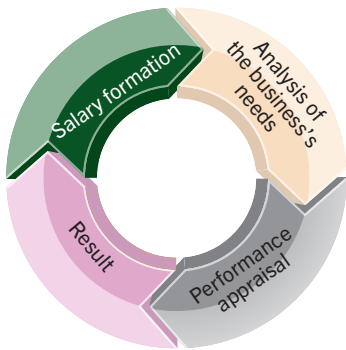
The professional associations  
(Akademikerförbunden)

**Ulf Nilsson**

**Stina Lindskog**



# Agreement on competence development



## ANALYSIS OF THE BUSINESS'S NEEDS

Competence development shall always be based on the organisation's business development and goals. Before commencing business planning, an analysis is made of the business's development needs that form the basis for performance appraisals.

All employees are both entitled to and obliged to ensure that they continually develop in their work. The employer shall help create good conditions for learning and competence development so that these can be utilised in the business.

Competence development may include:

- Informal learning in the workplace
- Work rotation within the framework for the employment
- Experience exchange
- Mentoring
- Courses (both external and internal training)

### **DEFINITION OF COMPETENCE AND COMPETENCE DEVELOPMENT**

- Competence: An individual's ability to perform a task by applying knowledge and skills.
- Competence development: The opportunity to develop in one's professional role through, for example, different forms of training, courses and other measures that are intended to raise the competence level and engagement of the individual and within the organisation.

### **PERFORMANCE APPRAISALS**

Managers and employees hold annual performance appraisals to discuss how the employee can develop in their professional role at the same time as contributing to the organisation's overarching goals. The organisation is responsible for implementing development measures for the employee, and for ensuring that the conditions are created to realise the agreed plans.

The performance appraisal should be a dialogue on

- Goals, requirements and expectations
- Vision for the future
- Needs for competence development over the short and long term
- Individual goals
- Working environment
- Follow-up of previous agreements

### **PERFORMANCE AND SALARY FORMATION**

The employee's competence development makes an important contribution to the business's development. Strategically implemented competence development therefore benefits both the employee and the business. Consequently, competence development should be assessed in the salary formation process.

Competence development instructed by the employer is regarded as work and shall be compensated in accordance with the applicable collective agreement.

# Recommendations for camp-based activities involving overnight stays

Camp-based activities means temporary stays where the period is established in advance and with pre-announced participants (for example, children and young people or organisation members) who share a common interest.

Before camp-based activities take place, a local agreement should be made on working time and compensation. The parties recommend that the following conditions are assumed unless the local parties agree or have agreed otherwise.

## **WORKING TIME**

The time spent on camp-based activities should be planned so that it is included in the average number of regular working hours. The working hours for the camp-based activity should as far as possible be scheduled and announced before the camp starts.

## **DAILY REST PERIOD**

The salaried employee shall have at least 11 hours' uninterrupted rest per 24-hour period. However, deviations may be made from 11 hours' daily rest if the salaried employee is required to perform monitoring/supervision during the camp-based activity. The salaried employee shall be compensated for the lost rest with corresponding leave in connection with the end of the camp. If this leave is scheduled for regular working time, a deduction from salary shall not be made.

During the camp the rest periods shall to the greatest extent possible be planned so that the salaried employee receives sufficient daily rest.

## **WEEKLY REST PERIOD**

For camps that exceed seven days, the salaried employee should be given a weekly rest period of at least 36 hours before the camp. During the camp the salaried employee shall be given a weekly rest period of at least 24 hours per seven-day period. If the camp has lasted more than 14 days, a weekly rest period of at least 36 hours shall be scheduled

directly after the end of the camp. If the salaried employee is not given the required rest period, the salaried employee shall be compensated for the lost rest with corresponding leave in connection with the end of the camp. If this leave is scheduled for regular working time, a deduction from salary shall not be made.

During the camp the rest periods shall to the greatest extent possible be planned so that the salaried employee receives sufficient weekly rest.

#### **COMPENSATION FOR CAMP-BASED ACTIVITIES**

For each 24 hours of work involving an overnight stay the salaried employee receives compensation of

- SEK 595, from and including 1 January 2021
- SEK 607, from and including 1 May 2022

The compensation for camp-based activities is paid instead of overtime, deferred working hours and on-call and standby time. The compensation includes holiday pay and compensation in lieu of annual leave.

#### **VALIDITY PERIOD**

This recommendation applies from and including 1 January 2021 up to and including 30 April 2023.

# Partial pension

## **SUPPLEMENTARY PREMIUMS FOR PARTIAL PENSIONS**

The parties agree during the agreement period to increase the supplementary premiums for partial pensions by 0.4 per cent above the current rate of 0.8 per cent.

From and including 1 April 2022, each month a further 0.4 per cent of the (ongoing) pensionable salary in accordance with the ITP/KTP plan shall be paid, making an aggregate supplementary premium of 1.2 per cent.

## **AGREEMENT ON PARTIAL PENSION**

The salaried employee has an enhanced opportunity to apply to the employer to reduce their working time from the age of 62 to be able to receive a partial pension. A prerequisite for an agreement to be reached is that this can be done with reasonable consideration to the business's requirements and needs.

A salaried employee who wants to utilise the right to apply shall do so in writing. The employer shall promptly examine the application and assess the possibility of making an agreement on part-time employment.

If the employer and the salaried employee agree that the salaried employee shall reduce their working time, the employment becomes, from the time the agreement enters into force, a part-time employment with the level of occupation that follows from the agreement.

If no agreement to reduce working time is made, the employer shall inform the salaried employee and their local association at the company (if such exists) of this, stating the reason why an agreement cannot be reached. The union organisation may subsequently demand both local and central negotiation on the issue of interest concerning the application and the requirements for this. In the event of negotiation the salaried employee's application to reduce their working time is considered to pertain to a reduction in working time to 80 per cent.

If an agreement is not reached through negotiations, the company's assessment will continue to apply. The fact that no agreement has been made cannot be legally challenged, provided that the employer has examined the application and justified its assessment with reference to the business's needs and requirements.

For a salaried employee who has made an agreement in accordance with the above regulation and is covered by ITP2/KTP2, the employer shall continue to report income based on the salaried employee's previous level of occupation. However, this obligation ceases if the salaried employee takes employment with another company or in any other way engages in activities of an economic nature that may provide the salaried employee with an income.

The preferential right to employment with a higher level of occupation in accordance with Section 25a of the Swedish Employment Protection Act does not apply to a salaried employee who has reduced their working time for the purposes of retirement.

*Remarks*

*The parties agree that the agreement shall be adapted to the statutory rules relating to pensions at any time .*

*It is a condition that an agreement is made on how to calculate variable salary components. Agreement is made based on previous level of occupation taking into account actual earnings, the new level of occupation and any changes in the salary system.*

# The salary agreements

- Appendix 1A, Unionen
- Appendix 1B, The professional associations  
(Akademikerförbunden)

# Unionen

## 1. SALARY AND NEGOTIATION PROCEDURE, UNIONEN

### 1.1 SCOPE OF THE AGREEMENT

This agreement applies to members of Unionen.

The salary agreement covers salaried employees who have started their employment with the employer no later than 30 April 2022, unless the salaried employee is exempt in accordance with 2.1 to 2.4.

The salary review applies from 1 May 2022.

### 1.2 BASIS FOR INDIVIDUAL SALARY SETTING

The salaries shall be individual and differentiated. Each salaried employee shall know the grounds on which their salary is determined and the requirements that apply to receive a change in salary. This makes it vital that the employer has a well-developed and embedded salary policy.

The salary setting shall not be discriminatory. The local parties should develop forms of cooperation for salary surveys and analysis in accordance with the Swedish Discrimination Act.

Benefits in addition to salary shall also be taken into account when setting and comparing salaries.

Employees on parental leave or on sick leave are included in the annual salary review. A salaried employee who is or has been on parental leave shall be assessed in the same way as if the salaried employee had been at work.

For a salaried employee who receives a low or no increase in salary, special consultations are entered into on the salaried employee's requirements for the work, needs for competence-raising initiatives or other appropriate measures, that are suitably documented in an action plan.



### **1.3 CRITERIA FOR SALARY SETTING**

The individual salary is based on:

- the content and degree of difficulty of the work assignments and the responsibility this entails
- the salaried employee's work performance and ability to meet established goals
- the salaried employee's individual competence
- the salaried employee's contribution to the organisation's development
- ability to apply knowledge and experience, ability to lead, take the initiative and collaborate, generate new ideas, and pedagogic skills.

### **1.4 PERFORMANCE APPRAISALS**

The manager responsible for salary setting and the salaried employee should hold an annual performance appraisal that provides an important basis for the annual salary talk. The performance appraisal provides a basis for assessing the salaried employee's development efforts and salary setting.

The result of the performance appraisal should be documented in writing.

When the employee returns to work following parental leave, the employer consults with the employee on the efforts and the competence development that are required with regard to the scope of the leave, in order to ensure that the employee on parental leave is not disadvantaged with respect to their professional, salary and career development.

### **1.5 SALARY SETTING IN CONNECTION WITH NEW EMPLOYMENT AND PROMOTION**

The starting salary shall be established in parity with equivalent positions at the employer. In doing so, account shall also be taken of the business environment, the salaried employee's knowledge and experience as well as the requirements for the new position.

When the salaried employee takes on work assignments that require more qualifications and entail more responsibility, this should be reflected in the salary. Salaried employees who have received fully or partially new work assignments that can be regarded as a promotion shall receive a salary increase in connection with the change.

### **1.6 THE INDIVIDUAL SALARY TALK**

Each year, each member, including employees who are on parental leave or on sick leave, shall be given the opportunity to have a salary talk prior to the salary review. The salary talk should be planned in as good time as possible to allow preparation time. Sufficient time should be set aside for the talk. The result of the salary talk should be documented in writing.

The purpose of the salary talk is to:

- provide feedback for the performance appraisal by following up and discussing the employee's established goals
- discuss the manager responsible for salary setting's assessment of the achieved results
- discuss the salaried employee's salary development
- present and justify proposals for new salary

### **1.7 CALCULATION OF SCOPE FOR INDIVIDUAL SALARY INCREASES**

A general scope is calculated as 1.8 per cent of the sum of the fixed salary in cash for the salaried employee on 30 April 2022. From this scope each member is guaranteed a salary increase of SEK 220 at each salary review.

For salaried employees compensated with both fixed and variable salary components, this amount shall be reduced in proportion to the percentage of fixed salary in relation to the total salary. Total salary means – if the employer and salaried employee have not agreed otherwise – the average of the variable and fixed salary during 2021.

#### **Allocation of individual salary increases on 1 May 2022**

The scope that is formed in accordance with the above shall be allocated individually, taking into consideration the fundamental principles for the individual and differentiated salary setting in accordance with this agreement.

If the salary process is delayed and a new salary level is established retrospectively, account should be taken of employees who are on sick leave or on parental leave to ensure that their sickness benefit qualifying income is changed as soon as possible.

### **1.8 CALCULATION OF SCOPE FOR INDIVIDUAL SALARY INCREASES FOR FORMER MEMBER ORGANISATIONS OF IDEA AS AT 31 DECEMBER 2020**

A general scope is calculated as 2.0 per cent of the sum of the fixed salary in cash for the salaried employee on 30 April 2022. From this scope each member is guaranteed a salary increase of SEK 220 at each salary review.

For salaried employees compensated with both fixed and variable salary components, this amount shall be reduced in proportion to the percentage of fixed salary in relation to the total salary. Total salary means – if the employer and salaried employee have not agreed otherwise – the average of the variable and fixed salary during 2021.

### **Allocation of individual salary increases on 1 May 2022**

The scope that is formed in accordance with the above shall be allocated individually, taking into consideration the fundamental principles for the individual and differentiated salary setting in accordance with this agreement.

### **1.9 MINIMUM SALARIES**

After the salary review on 1 May 2022 the salary shall amount to

- a minimum of SEK 18,421 per month if the salaried employee has reached the age of 20 by 30 April 2022
- a minimum of SEK 21,639 per month if the salaried employee has reached the age of 24 no later than 30 April 2022

In order to achieve the applicable salary amount the salaried employee's contributions are applied to the scope. If the resulting sum is not sufficient to achieve the salary amount, the remaining part shall be added outside the available framework for salary increases.

The stated minimum salaries relate to salaried employees in full-time employment. When applying these amounts to part-time employees, the amounts shall be converted in proportion to the percentage of full-time work.

In this context "salary" means

- fixed salary in cash
- benefits in kind in the form of board or lodging as defined by the Swedish Tax Agency
- in the case of commissions, profit-sharing and similar variable forms of salary, the average value of these in accordance with the standards of the KTP/ITP agreement apply when determining pensionable salary

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

### **1.10 INTRODUCTORY SALARY**

An introductory salary may be applied on condition that

- introduction and training programmes and schedules have been approved by the local association and
- the salaried employee lacks experience of the relevant work assignments

An introductory salary applies to new employees who, when they take up the position, are aged between 20 and 23 and are due to undertake planned training in connection with the work.

The salary for such salaried employees shall be a minimum of 75 per cent of the minimum salary for salaried employees who have reached the age of 20. An introductory salary may be made for a maximum of 12 months, however no longer than during the agreed introductory period.

## **2. APPLICATION RULES**

### **2.1 EXEMPTION OF CERTAIN CATEGORIES**

The salary review does not include salaried employees who the day before the salary review

- have not reached the age of 18, or
- are employed in a fixed-term employment and whose employment has not been continuous for six months, or
- are employed on probation and either have not transferred directly from previous employment in which they have been covered by a salaried employee agreement on general terms and conditions, or whose employment has not been continuous for six months, or
- are employed in an ancillary occupation, or
- have reached the retirement age in accordance with Section 32 a of the Swedish Employment Protection Act\*

Agreement may be made that a salary increase be awarded to a salaried employee who is exempt from the salary agreement in accordance with the above. In such a case the provisions of this salary agreement shall serve as a guideline.

If a salaried employee, who the day before the salary review date was employed as a substitute or on probation and who in accordance with the first paragraph is not covered by the salary review, during the agreement period obtains a permanent employment at the employer, the provisions of this agreement shall serve as a guideline for setting the salaried employee's salary.

A salaried employee who the day before the salary review date will be on leave for at least three months into the future for any reason other than illness or parental leave is exempt from this salary agreement unless otherwise agreed. When the salaried employee returns to work, the salary shall be set in accordance with the same criteria that applied to other salaried employees at the employer in accordance with this agreement.

\* 68 years; 69 years from 1 January 2023.

## **2.2 SALARIED EMPLOYEES WHO HAVE TERMINATED THEIR EMPLOYMENT**

If a salaried employee has terminated their employment on 30 April 2022 or later and has not received a salary increase in accordance with 1.2, he/she shall notify their claim for such to the employer no later than one month after the salaried employee at the employer has been informed that the salary review has been concluded. If the salaried employee fails to do this, this salary agreement no longer confers any entitlement to a salary increase for the employee.

## **2.3 SALARY REVIEW FOR CERTAIN NEW EMPLOYEES**

If the employer and a salaried employee on 31 October 2021 or later have made an agreement on employment including on a specific salary and they furthermore have expressly agreed that the agreed salary shall apply irrespective of the salary review for 2022, the salaried employee shall not be covered by that year's salary review.

## **2.4 ALREADY IMPLEMENTED SALARY REVIEW**

If pending this salary agreement the employer has already issued general and/or individual salary increases, these shall be deducted from what the salaried employee receives in accordance with the salary agreement unless otherwise agreed in a specific local agreement.

## **2.5 THE TERM "EMPLOYER"**

If an employer's activities are located in different places or if it has multiple units at the same location, the following applies when calculating the framework for salary increases in accordance with 1.7. If it has been a clear practice of the employer when applying previous salary agreements or if a local agreement on this has been made, the term "the employer" refers to the employer as a whole.

## **2.6 RETROACTIVE RECALCULATION**

If this salary agreement is applied retroactively the following applies concerning deductions for sickness etc., deductions for leave of absence and paid overtime compensation.

Individual deductions for sickness etc. are recalculated as follows:

- Deductions for sickness up to and including the 14th calendar day shall be recalculated retroactively. Retroactive recalculation shall not take place in respect of deductions for sickness from and including the 15th calendar day other than to the extent that the salary increase has been taken into account in setting the sickness benefit.
- Deductions for leave of absence shall be recalculated retroactively. Recalculation shall be performed individually.

- Overtime compensation shall be recalculated retroactively. Recalculation shall be performed individually for each salaried employee.

## **2.7 AMENDMENT OF WORKING TIME**

If the length of working time of all or some salaried employees at the employer is changed at the salary review date or later, the salary of the affected salaried employees shall be amended in proportion to the change in working time.

## **3. COMMISSION**

### **3.1**

Guaranteed commission amounts for salaried employees wholly compensated in commission are increased by SEK 220 on 1 May 2022.

### **3.2**

For salaried employees compensated in commission and profit-sharing, attempts should be made – bearing in mind that the individual salaried employee’s annual remuneration may vary due to the nature of such forms of salary – to ensure that the long-term development of their remuneration follows that of other salaried employees.

## **4. CERTAIN PENSION ISSUES**

### **4.1 PENSIONABLE SALARY INCREASES**

If a salary increase is awarded to a salaried employee as stated in 2.2 who is entitled to a pension, the increase shall not be pensionable. However, if the employment has ceased due to a pension contingency, the salary increase shall be pensionable.

### **4.2 REPORTING PENSIONABLE SALARY**

The employer shall report the salary increase to Collectum/PRI as pensionable salary in accordance with this agreement from and including the salary review date.

## **5. NEGOTIATION PROCEDURE IN SALARY REVIEWS – UNIONEN**

The parties agree the following negotiation procedure for the salary review as at 1 May in the respective year.

If a party so requests in connection with the determination of schedules, the negotiations start with a review of the purport of the agreement with the aim of removing any uncertainties.

- a) The salaried employees shall inform the employer in writing of affected members and their appointed representatives no later than 1 March 2022.

The employer shall inform the appointed representative(s) in writing no later than 15 April 2022 of the new salary that is deemed to be payable to the affected salaried employees.

b) If the salaried employees wish to demand local negotiations concerning the salary setting notified, notification of this including revision proposals from the salaried employees' representatives shall be presented to the employer no later than 30 April 2022. The local negotiations on the salary setting shall commence as soon as possible and be concluded no later than 31 May 2022.

c) If the local negotiations in accordance with b) do not result in a settlement, the issue may be submitted for central negotiations between Fremia and Unionen. A request for such central negotiations shall be made in writing and be demanded at Fremia or Unionen no later than 30 June 2022, after which Fremia and Unionen will be obliged without delay to establish a suitable date for central negotiations for the parties.

#### *Remarks*

*The local parties may make an agreement for deviations from the negotiation procedure stated under a) and b).*

d) In cases where this negotiation procedure does not enter force in accordance with a) because there is no local union representation, the employee may demand that negotiations on new salary take place no later than 30 April 2022. The employer shall no later than 14 days thereafter notify the new salary that is deemed to be payable. The salaried employee is entitled to request negotiations no later than within 14 days. The salaried employee may be represented by an ombudsman in the negotiations.

# Salaries and negotiation procedure

## INTRODUCTION

The traditional central salary agreement states how the salary increases shall be calculated, e.g. in SEK, as a percentage and the allocation of total salary pots. This agreement is an alternative and does not establish such rules. The employer and the local association jointly agree how the negotiations shall proceed, the salary scope and the individual allocation.

## CONDITIONS

Application of a local salary agreement commences with the employer requesting such from the local salaried employee party at the employer. The request shall be submitted no later than the date stated in the negotiation procedure for the local salary agreement.

The local salaried employee party in accordance with this agreement means the salaried employees' organisation or, in the absence of such, a union representative with the authority to conduct salary negotiations.

Information on the content of the agreement is given to all salaried employees. The employer and the affected local salaried employee party arrange for such information to be supplied.

Before each salary review the employer and the affected local salaried employee party make a joint assessment of the economic conditions of the employer. The affected salaried employee party shall receive all relevant information that is required for the negotiations, e.g. the employer's results and future prospects, the financial situation of the various results units, sales statistics etc.

A joint assessment shall also include the salary situation at the employer, for example salary development over the last two years, "internal salary statistics" and salary differences between different groups such as men and women.

After each completed salary review in accordance with this agreement, the employer and local salaried employee party shall jointly evaluate the review.



A local salary agreement has the same validity period as the central salary agreement and ceases to apply at the same time as the central agreement irrespective of local regulations.

## **RULES FOR SALARY SETTING**

### **Basis**

Businesses that develop create economic conditions for actual salary increases.

It is vital for the non-profit organisations' development that their employees possess the correct competence and throughout their careers are given the opportunity and motivation to develop appropriate skills. Particular attention should be paid to any salaried employees whose competence and salary has not developed favourably.

### **The individual salary system**

The salaries shall be individual and differentiated. Market forces and the local parties' perception of a certain salary structure at the employer also affect the salary levels. Each salaried employee shall know the grounds on which their salary is set and the requirements that apply to receive a change in salary.

The employer and the salaried employee shall contribute to the salaried employee's competence development. Increased knowledge and experience enable the salaried employee to develop and take on work assignments that are more demanding and require more responsibility.

It is vital that the factors that affect the salaried employees' salary are assessed on as objective grounds as possible. The performance appraisal provides a basis for assessing the salaried employees' development efforts and salary setting.

### **Salary setting**

The salaried employee's salary shall be set by reference to

- the content and degree of difficulty of the work assignments and the responsibility that this entails
- the salaried employee's performance and manner of meeting the established requirements
- financial responsibility

Other important factors that shall be considered in the salary setting include the salaried employee's

- knowledge and experience
- ability to lead, take the initiative and cooperate as well as
- the salaried employee's ability to generate new ideas, and pedagogic skills.

#### **Salary increases**

- It is vital that the employer has a well-developed and embedded salary policy.
- If the salaried employee takes on work assignments that are more demanding and require more responsibility, this shall be reflected in the salary.
- A salaried employee who has received completely or partially new work assignments that can be regarded as a promotion shall receive a salary increase separately from the salary agreement. Such a salary increase will normally be awarded in connection with the promotion.
- Salary increases that are to be allocated individually by agreement shall be allocated on the above basis.

#### **Salary conditions**

- There shall be a salary differentiation between salaried employees in supervisory positions and subordinate personnel who do not have a specialist position. Benefits in addition to pay shall also be taken into account when setting and comparing salary.
- Men and women shall receive an equal salary for work that is the same or that is deemed to be equivalent unless the salary differences relate to the individual salary setting factors.
- A salaried employee with extensive experience in their work/professional area at the employer shall not receive unfavourable salary development compared to a salaried employee with less experience.
- Salaried employees who have been or are on parental leave shall not receive unfavourable salary development compared to other salaried employees at the employer due to such leave.
- Salaried employees who do not receive an acceptable salary increase should hold special consultations with the manager responsible for salary setting on how the employee can contribute to the work assignments and working conditions, and their need for competence-enhancing measures or other appropriate measures.

#### **Starting salary**

Starting salary means the set salary for new employments, on promotion and when the salaried employee is given new work assignments by the employer

- The starting salary shall be established in parity with equivalent positions at the employer.
- The salary setting shall also take account of similar positions, the salaried employee's knowledge and experience as well as the requirements for the new position.

- The starting salary shall be established in accordance with the criteria for the individual salary system and the principles for starting salary as stated above. Enhanced capability and experience shall be reflected in salary development.

## **NEGOTIATION PROCEDURE**

### **THE FOLLOWING NEGOTIATION REGULATIONS APPLY**

1. The employer shall notify the local salaried employee party no later than 1 March 2022 of its desire to apply a local salary agreement. The local salaried employee party in accordance with this agreement means the salaried employees' organisation or, in the absence of such, a union representative with the authority to conduct salary negotiations.
2. The employer and local salaried employee party shall jointly inform all affected salaried employees of the content and purpose of the agreement. Should the parties having received such information feel there is no purpose continuing the application, this process shall be discontinued and be promptly replaced by negotiations in accordance with the provisions of the central salary agreement.
3. If the local parties agree to continue to apply the local salary agreement, negotiation regulations shall be established, i.e. when the negotiations shall start and shall be completed. In this connection the local salaried employee party shall inform the employer which salaried employees will be represented in the negotiations.

However, the negotiations shall be held in such a way that they can be concluded before the date stated in item 5 below.

4. The local parties may request advice/support from the central parties during the negotiations.
5. If the local parties, with or without guidance from the central parties, cannot reach agreement, in accordance with this agreement the negotiations shall be discontinued. Subsequently, the employer and the local salaried employee party shall promptly, however no later than 30 June 2022, start negotiations in accordance with the central salary agreement.

If no local agreement is made, central negotiations shall be demanded no later than within ten days of the conclusion of the local negotiations.

## **PROCEDURE AND MANAGERS' RESPONSIBILITIES**

The manager shall discuss the work performance and the link to the salary setting with each of their individual employees.

Each manager shall pay particular attention to any employees who the employer believes are not achieving the goals that have been agreed and therefore receive a lower salary increase than the majority of the group/at the employer receive. Such employees shall be given the opportunity to improve their work performance through initiatives such as training, changes in work allocation and work organisation.

At the request of the local salaried employee party or affected member, the local salaried employee party shall contribute to any such changes/development initiatives that may be needed to improve the work performance.

This development shall be continually monitored by the manager and union representative. It is particularly important to analyse the reasons why certain salaried employees receive lower salary increases than the majority in the group/at the employer. The employer may not claim that an individual salaried employee has failed to achieve their goals if they have not been given the opportunity to improve.

## **EVALUATION OF THE SALARY REVIEW**

The employer and local salaried employee party shall make a joint evaluation at the end of the salary review. The following points should be taken into account:

- The employees' and management's general views on efforts to set salaries locally without a traditional central salary agreement.
- The managers' capacity to explain the link between the new salary and work assignments and performance to the employees.
- Results of special development initiatives for certain salaried employees.
- Have any unreasonable salary differences, e.g. between men and women, been rectified? Comparison with known salaries at industry competitors.
- Comparison with salary development in previous years at the employer.
- Changes that need to be made to continue using the local salary agreement in the next agreement period.

In addition, each party may perform their own evaluation in order to find out whether the individual goals and expectations have been met.

# The professional associations (Akademikerförbunden)

## **1. SALARIES AND NEGOTIATION PROCEDURE, THE PROFESSIONAL ASSOCIATIONS (AKADEMIKERFÖRBUNDEN)**

### **1.1 SCOPE OF THE AGREEMENT**

The agreement applies to members of the professional associations (Akademikerförbunden) that act as a single party locally and centrally. In this agreement the local employee is called the association for graduate professionals.

The salary agreement encompasses salaried employees who have started their employment with the employer no later than 30 April 2022 unless the salaried employee is exempt in accordance with 4.1 to 4.4.

If there is no local association for graduate professionals, the salary process takes place in dialogue between the salaried employee and the manager responsible for salary setting in accordance with item 2. If there is an association for graduate professionals, the salary process takes place in accordance with item 3.

The salary review applies from 1 May 2022.

### **1.2 BASIS FOR INDIVIDUAL SALARY SETTING**

Employees' salaries shall be individual and differentiated. Each salaried employee shall know the grounds on which their salary is set and the requirements that apply to receive a change in salary. This makes it vital that the employer has a well-developed and embedded salary policy.

The salary setting shall not be discriminatory. The local parties should develop forms of cooperation for salary surveys and analysis in accordance with the Swedish Discrimination Act.

Benefits in addition to salary shall also be taken into account when setting and comparing salaries.

Employees on parental leave or on sick leave are included in the annual salary review. A salaried employee who is or has been on parental leave shall be assessed in the same way as if the salaried employee had been at work.

For a salaried employee who receives a low or no increase in salary, special consultations are entered into on the salaried employee's requirements for the work, needs for competence-raising initiatives or other appropriate measures that are suitably documented in an action plan.

If the salary process has been delayed and a new salary level is established retrospectively, account should be taken of employees who are on sick leave or on parental leave with a view to ensuring that their sickness benefit qualifying income is changed as soon as possible.

### **1.3 CRITERIA FOR SALARY SETTING**

The individual salary is based on:

- the content and degree of difficulty of the work assignments and the responsibility this entails
- the salaried employee's work performance and ability to meet established goals
- the salaried employee's individual competence
- the salaried employee's contribution to the organisation's development
- ability to apply knowledge and experience, ability to lead, take the initiative, collaborate and generate new ideas, and pedagogic skills.

### **1.4 PERFORMANCE APPRAISALS**

The manager responsible for salary setting and the salaried employee should hold an annual performance appraisal that provides an important basis for the annual salary talk. The performance appraisal provides a basis for assessing the salaried employee's development achievements and salary setting.

The result of the performance appraisal should be documented in writing.

When the employee returns to work following parental leave, the employer consults with the employee on the efforts and the competence development that are required with regard to the scope of the leave, in order to ensure that the employee on parental leave is not disadvantaged with respect to their professional, salary and career development.

### **1.5 SALARY SETTING IN CONNECTION WITH NEW EMPLOYMENT AND PROMOTION**

The starting salary shall be established in parity with equivalent positions at the employer. In doing so, account shall also be taken of the business environment, the salaried employee's knowledge and experience as well as the requirements for the new position.

When the salaried employee takes on work assignments that require more qualifications and entail more responsibility, this should be reflected in the salary. Salaried employees who have received fully or partially new work assignments that can be regarded as a promotion shall receive a salary increase in connection with the change.

### **1.6 THE INDIVIDUAL SALARY TALK**

Each year, each member, including employees who are on parental leave or on sick leave, shall be given the opportunity to have a salary talk before the salary review. The salary talk should be planned in as good time as possible to allow preparation time. Sufficient time should be set aside for the talk. The result of the salary talk should be documented in writing.

The purpose of the review is to:

- provide feedback for the performance appraisal by following up and discussing the employee's established goals
- discuss the manager responsible for salary setting's assessment of the achieved results
- discuss the salaried employee's salary development
- present and justify proposals for a new salary

## **2. WORKPLACES WITHOUT A LOCAL ASSOCIATION FOR GRADUATE PROFESSIONALS**

- a) At workplaces where there is no association for graduate professionals, negotiations are conducted with the individual salaried employee.
- b) If a salaried employee does not accept the employer's proposals, a new salary talk may be requested by the salaried employee no later than two weeks after the new salary has been notified. Such a request must be clear and justify why further talks are desired.

The salaried employee may be assisted by a union representative in such talks.

- c) If there is still disagreement on salary, the central parties may assist with consultation on the intentions and application of the agreement. Central parties should be contacted no later than two weeks after a review in accordance with b) has been concluded.

### **3. WORKPLACES WITH A LOCAL ASSOCIATION FOR GRADUATE PROFESSIONALS**

#### **3.1 CONSULTATION AND INTRODUCTORY WORK**

The local parties shall jointly establish the procedure and schedule for the salary process.

Before the salary review the local parties shall jointly review the content and intentions of the agreement, for example

- the organisation’s overarching financial requirements
- the employer’s results and future prospects
- the organisation’s overarching salary structure The parties should strive to achieve a consensus on the organisation’s salary structure and any needs for changes
- inform managers and employees about the salary process
- discuss the salary setting criteria

If the local parties do not reach a consensus on the salary process, the central parties may be contacted in order to clarify the intentions of the agreement.

#### **3.2 INFORMATION REGARDING MEMBERS**

The association for graduate professionals shall inform the employer in writing of its members by no later than 1 March 2022. Further members whom the association for graduate professionals learns about during the salary process may subsequently be added to this list.

The employer shall as soon as possible, however no later than 14 days thereafter, deliver a list of all the member’s salary to the association for graduate professionals.

#### **3.3 LOCAL SALARY REVIEW**

Each individual member’s salary is established in an individual salary talk with the manager responsible for salary setting in accordance with 1.6. If particular grounds exist, the association for graduate professionals may negotiate on behalf of individual members or a certain group/certain groups.

The results of the individual salary talks are documented and forwarded in writing to the association for graduate professionals, no later than 15 April 2022.

The association for graduate professionals may no later than two weeks after forwarding the result request local negotiations.

The salary review is concluded once the salary talk has been completed or when the local, or central, negotiations have been concluded.



The manager responsible for salary setting communicates the new salary in cases where local negotiations have taken place.

### **3.4 CENTRAL NEGOTIATIONS**

If the local negotiations do not result in a settlement, the issue may be submitted for central negotiations between Fremia and the professional associations (Akademikerförbunden).

Any request for such central negotiations shall be made in writing and requested of Fremia or the professional association no later than 30 June 2022. Subsequently Fremia and the professional associations (Akademikerförbunden) shall determine a suitable date for central negotiations without delay.

If the central parties cannot reach agreement in the central negotiations on the salary reviews as at 1 May 2022, the level of the members' aggregate salary increases is set at 1.8 per cent, which is distributed by the local employer.

*Remark concerning former member organisations of IDEA as at 31 December 2020  
If the central parties cannot reach agreement in the central negotiations on the salary reviews as at 1 May 2022, the level of the members' aggregate salary increases is set at 2.0 per cent, which is distributed by the local employer.*

### **3.5 EVALUATION**

The local parties evaluate the salary process after the conclusion of the salary review.

The following points should be taken into account:

- reconciliation of how the salary structure has changed and of the parties' view of whether the need for change has been met
- the manager and the salaried employee's experiences of the implemented salary talks
- any unreasonable salary differences between men and women and whether these have been rectified

### **3.6 LOCAL AGREEMENT**

The local parties may agree to make deviations from 3.1 to 3.3 and 3.5.

## **4. APPLICATION RULES**

### **4.1 EXEMPTION OF CERTAIN CATEGORIES**

The salary review does not include salaried employees who the day before the salary review date

- have not reached the age of 18, or
- are employed in a fixed-term employment and whose employment has not been continuous for six months, or
- are employed on probation and either have not transferred directly from previous employment in which they have been covered by a salaried employee agreement on general terms and conditions, or whose employment has not been continuous for six months.

Agreement may be made that a salary increase be awarded to a salaried employee who is exempt from the salary agreement in accordance with the above. In such a case the provisions of this salary agreement shall be guiding.

If a salaried employee, who the day before the salary review date was employed as a substitute or on probation and who in accordance with the first paragraph is not covered by the salary review, during the agreement period starts permanent employment at the employer, the provisions of this agreement shall be guiding for the setting of the salaried employee's salary.

A salaried employee who the day before the salary review date will be on leave for at least three months into the future for any reason other than illness or parental leave is exempt from this salary agreement unless otherwise agreed. When the salaried employee returns to work the salary shall be set in accordance with the same criteria that applied to other salaried employees at the employer in accordance with this agreement.

#### **4.2 SALARIED EMPLOYEES WHO HAVE TERMINATED THEIR EMPLOYMENT**

A salaried employee who has terminated their employment after the salary review date and has not received a salary increase shall notify their claim for such to the employer no later than one month after the salaried employee at the employer has been informed that the salary review has been concluded. If the salaried employee fails to do this, this salary agreement no longer confers any entitlement to a salary increase for the employee.

#### **4.3 SALARY REVIEW FOR CERTAIN NEW EMPLOYEES**

If the employer and a salaried employee on 31 October 2021 or later have made an agreement on employment including on specific salary and they furthermore have expressly agreed that the agreed salary shall apply irrespective of the salary review for 2022, the salaried employee shall not be covered by that year's salary review.

#### **4.4 ALREADY IMPLEMENTED SALARY REVIEW**

If pending this salary agreement the employer has already issued general and/or individual salary increases, these shall be deducted from what the salaried employee receives in accordance with the salary agreement unless otherwise agreed in a specific local agreement.

#### **4.5 THE TERM “EMPLOYER”**

If an employer’s activities are located in different places or if it has multiple units at the same location, the following applies when calculating the framework for salary increases. If it has been a clear practice of the employer when applying previous salary agreements or if a local agreement on this has been made, the term “the employer” refers to the employer as a whole.

#### **4.6 RETROACTIVE RECALCULATION**

If this salary agreement is applied retroactively, the following applies concerning deductions for sickness etc., deductions for leave of absence and paid overtime compensation. Individual deductions for sickness are recalculated as follows:

- Deductions for sickness up to and including the 14th calendar day shall be recalculated retroactively. Retroactive recalculation shall not take place in respect of deductions for sickness from and including the 15th calendar day other than to the extent that the salary increase has been taken into account in setting the sickness benefit.
- Deductions for leave of absence shall be recalculated retroactively. Recalculation shall be performed individually.
- Overtime compensation shall be recalculated retroactively. Recalculation shall be performed individually.

#### **4.7 AMENDMENT OF WORKING TIME**

If the length of all or some of the salaried employees’ working time at the employer is changed at the salary review date or later, the salary of the affected salaried employees shall be amended in proportion to the change in working time.

#### **4.8 COMMISSION**

For salaried employees compensated in commission and profit-sharing, attempts should be made – bearing in mind that the individual salaried employee’s annual remuneration may vary due to the nature of such forms of salary – to ensure that the long-term development of their remuneration follows that of other salaried employees.

### **5. CERTAIN PENSION ISSUES**

#### **5.1 PENSIONABLE SALARY INCREASES**

If a salary increase is awarded to a salaried employee who has terminated their employment as stated in 4.2 and is entitled to a pension, the increase shall not be pensionable. However, if the employment has ceased due to a pension contingency the salary increase shall be pensionable.

## **5.2 REPORTING PENSIONABLE SALARY**

The employer shall report the salary increase to Collectum/PRI as pensionable salary in accordance with this agreement from and including the salary review date.

\* The professional associations (Akademikerförbunden) comprise

The Union for Professionals, Akavia, the DIK Association, the Swedish Association of Physiotherapists, the Swedish Association of Professional Scientists, SRAT, the Swedish Association of Occupational Therapists, the Swedish Pharmacists Association, the Swedish Association of Graduate Engineers, the Swedish Psychological Association, the Swedish Association of School Principals and Directors of Education, the Swedish Association for University Teachers and Researchers and the Swedish Veterinary Association.





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