



# GENERAL EMPLOYMENT CONDITIONS

## Agreement for salaried employees

### Agreement signed in 2023

Agreement valid: 01/05/2023–30/04/2025

 Kompetensföretagen

 UNIONEN

 AKADEMIKER  
FÖRBUNDEN



# **Competence Agencies of Sweden's agreement for salaried employees**

1 May 2023–30 April 2025

Competence Agencies of Sweden

Unionen

The Swedish Union for Professionals

The Swedish Union for Professionals includes: the Swedish Association of Graduate Engineers (contact union representing the Swedish Union for Professionals), Akademikerförbundet SSR, AKAVIA, the DIK Association (DIK), the Swedish Association of Physiotherapists, the Swedish Association of Professional Scientists, the Swedish Association of Occupational Therapists, the Swedish Pharmacists Association, SRAT, the Swedish Psychological Association, the Swedish Association of School Leaders, the Swedish Association of University Teachers and Researchers and the Swedish Veterinary Association.

## **List**

of separate agreements not included in the printed agreement

- The Work Environment Agreement
- ITP Retirement Pension – contracted with Collectum
- Occupational Group Life Insurance (TGL) – contracted with one of the insurance companies approved by the parties. For more information see: [www.collectum.se](http://www.collectum.se)
- Security Insurance for Work-Related Injuries (TFA) and Main Agreements between Confederation of Swedish Enterprise and PTK – contracted with Fora.
- Development Agreement
- Invoking of competition clauses in employment contracts Rights
- to employee inventions and Arbitration Rules for the Arbitration
- Panel in inventor and competition clause disputes.

## Contents

§ 1	Scope of agreement.....	5
§ 2	Employment.....	7
§ 3	General rules of conduct.....	15
§ 4	Overtime compensation.....	15
§ 5	Staggered working hours.....	21
§ 6	On-call hours.....	24
§ 7	Standby duty.....	27
§ 8	Travel time compensation.....	31
§ 9	Vacation.....	33
§ 10	Sick pay, etc.....	41
§ 11	Leave.....	50
§ 12	Salary.....	58
§ 14	Flexible Pensions in Service Companies.....	68
§ 15	Conciliation Board.....	68
§ 16	Term.....	68
	Agreement on Provisions for Working Hours for Salaried Employees.....	70
	Contributions to Flexpension in Service Companies.....	79
	Agreement on part-time working for pension purposes.....	90
	Agreement as to negotiation procedure for legal disputes.....	93
	Agreement on continuing competence development.....	96
	Co-operation within the Staffing Industry.....	99
	Calculation of Salaries for Outplaced Employees.....	102



## **§ 1 Scope of agreement**

### **1.1 Scope**

This Agreement covers companies affiliated with the Competence Agencies of Sweden. The agreement applies to stationary salaried employees, contract salaried employees and outplaced salaried employees.

Stationary salaried employees, contract salaried employees and outplaced salaried employees each constitute specific redundancy groups.

#### **1.1.1 Stationary salaried employees**

“Stationary salaried employee” shall be understood as a salaried employee working in the company’s own administration.

#### **1.1.2 Contract salaried employee**

“Contract salaried employee” shall be understood as a salaried employee who has a fixed workplace at a client company.

#### **1.1.3 Outplaced salaried employee**

“Outplaced salaried employee” shall be understood as a salaried employee who is employed to perform work at a client company, whose workplace, working hours and tasks can vary within an agreed service area.

#### ***Comment:***

*Certain rules in the agreement are only applicable to outplaced salaried employees. Where this is the case, it is specifically pointed out.*

*Outplaced salaried employees can work temporarily at a company on a contract assignment. After 12 consecutive months on the same contract assignment, the individual shall be offered employment on the contract assignment.*

### **1.2 Application**

A written request by either party is required for the agreement to enter into effect with respect to a company. The agreement will thereafter enter into effect from the first day of the following month, unless otherwise agreed in the particular case. The Agreement shall apply to the parties stated in the request.

If a company is already bound by another collective bargaining agreement for salaried employees, that agreement applies until it expires, unless otherwise agreed.

### **1.3 Exceptions**

The agreement is not applicable to salaried employees in management positions.

### **1.4 On attainment of retirement age**

In the case of salaried employees who have attained the age of 69 years, the employer and the salaried employee may agree that other terms of employment shall apply than those stated in this agreement.

The same applies to employees hired after attaining the regular retirement age that applies at the company.

### **1.5 Service abroad**

In the case of service abroad, the employment conditions during the period abroad shall be governed by

- agreement between the employer and salaried employee or
- separate regulations for service abroad or the like at the company.

In addition, the “Agreement Concerning Social Security for Salaried Employees Serving Abroad” applies to those salaried employees covered by it.

### **1.6 Management - union membership**

If the employer so requests, salaried employees in senior management positions shall refrain from membership of a union that is party to this agreement. This also applies to the manager’s secretary and, at larger companies, the personnel manager and his or her secretary.

*Minutes annotation:*

*The PTK unions have agreed that local associations of salaried employees and representatives appointed by the salaried employees within the PTK sector can be represented by a joint body, PTK-L, in respect of the Main Agreements between the Confederation of Swedish Enterprise and PTK as well as matters*



*related to personnel cutbacks as set out in the Competence Agencies of Sweden's agreements for salaried employees.*

*This body shall be deemed to be the local employee organisation as described in the Swedish Employment Protection Act (1982:80) in cases where this collective agreement is applicable to the relevant employee organisations.*

*If there are multiple employee organisations, a common order of redundancy shall be established.*

*If agreement cannot be reached between the parties representing the salaried employees, the common order of redundancy shall be determined, after consultation between the unions, by the organisation with the most members at the workplace concerned.*

## **§ 2 Employment**

The forms of employment described below represent an exhaustive list of those within the scope of the area of the collective bargaining agreement. As to the right of priority to re-employment, the Swedish Employment Protection Act is applicable unless otherwise stated.

### **2.1 Permanent employment**

An employment is permanent unless the employer and the salaried employee have agreed that the post is to be fixed-term or on a trial basis.

### **2.2 Employment conditions for stationary or contract salaried employees on fixed-term employment**

The employer and salaried employee may agree on fixed-term employment:

- for a substitute to replace a salaried employee on leave or absent, or to retain a vacant position
- for an agreed fixed-term.

An agreement as to an agreed fixed-term shall cover an employment period of no less than seven days unless the employer and the salaried employee agree to a shorter period of employment.

*Note 1:*

*If the union organisation finds that the option to employ a fixed-term employee for less than seven days by individual agreement is being abused, the organisation may following local and central negotiations on the matter withdraw the employer's option to enter into similar individual agreements in the future. Once a local workplace agreement has been entered into, it is not possible to withdraw the option. "Abuse" in this sense shall be understood as that the employer repeatedly employs for a short period, despite the fact that the needs of the organisation can be met through longer fixed-term or permanent employment. In cases of suspected abuse as defined here, the union organisation is entitled to become acquainted with all employment agreements in which an individual agreement has been entered into regarding periods of employment of less than seven days within the latest six-month period.*

Local parties may also enter into agreements on shorter terms for employment.

**Note 2:**

*The intention of a local workplace agreement is to enable the employer and salaried employee union parties together to review the different typical situations in which such short-term employment exists, periodically or repeatedly, in the business, and in advance to agree as to the exceptions with respect to these alternatives, or in individual situations to enter into local workplace agreements.*

Students registered at a university or institute of higher education can always be employed for agreed fixed-terms without any requirements as to a minimum period of employment.

- For salaried employees who have attained the regular retirement age according to the ITP plan (currently 65 years).
- For seasonal employees.

*Note 3: The parties agree that the definition of seasonal work shall be that of the Swedish Employment Protection Act.*

- Doctoral studies, when the work on the doctoral thesis takes place entirely or in part at the company.
- For school pupils and internships.

The right of priority to re-employment is not applicable for fixed-term employments that are assessed to be no longer than one month.

**2.2.1 Conversion rule for stationary and contract salaried employees**

A substitute or agreed fixed-term employment becomes permanent employment when an employee has been employed by the employer as a substitute and/or for an agreed fixed-term for a total of more than 36 months within a five-year period.

**Comment:**

*Salaried employees may, after the point of time for conversion to permanent employment has occurred, enter into an agreement in writing with the employer waiving their right to conversion. Such an agreement is valid for six months. Salaried employees*

*may thereafter again waive their right to permanent employment in accordance with this rule.*

*For those who have attained the regular retirement age according to the ITP-plan (currently 65 years), an agreed fixed-term or substitute employment is not converted to permanent employment.*

*The main rule is applicable, as well as applicable law regarding special fixed-term employment and substitute employment, that on conversion the employment conditions remain unchanged unless the employer and salaried employee agree otherwise. Where the parties have not reached an agreement and the degree of employment shortly prior to the point of time for conversion deviates to a significant degree from the average calculated degree of employment over the most recent twelve-month period, the permanent employment shall be determined as the average degree.*

### **2.3 Employment conditions for outplaced salaried employees on fixed-term employment**

The employer and outplaced salaried employee may agree to fixed-term employment:

- For a fixed period, a specific season or a specific task if the particular nature of the tasks requires such employment.
- When a substitute replacing a salaried employee who is on leave or absent, or to retain a vacant position.
- To relieve a temporary work peak.
- For student and internship work.
- For salaried employees having other principal occupation.

#### ***Comment:***

*Other principal occupation shall be understood as that the salaried employee has other employment(s), is actively running a business or for other professional reasons cannot be available to the employer to an extent that on the average represents about 50 percent of a full-time employment.*

- For salaried employees who have reached the regular

retirement age according to the ITP-plan (currently 65 years).

- For fixed-term employment in the event of a need for extra manpower.

This form of employment may be used in cases of short-term needs for manpower and/or where the assignment is such that requires specific competence. The need for manpower, with respect to both a short-term need and a need for specific competence, can recur periodically for the same employer. This form of employment can also be used when setting up in a new area or in view of the novel nature of an assignment.

However, this form of employment may not be used to cover a continual need for manpower.

The right of priority to re-employment is not applicable for fixed-term employments that are assessed to be no longer than one month.

**Notes:**

*Permanently employed salaried employees not having a work assignment shall in the first instance be offered work intended for fixed-term employment. This assumes that the employee has sufficient qualifications for the assignment and that the employer's manpower needs are thus met.*

**2.3.1 Termination of the right to fixed-term employment in specific cases**

The local union organisation has the right, after local and central negotiations, to terminate the employer's right to use fixed-term employments in the future to meet extra manpower needs where such employments are used in breach of the rules stated in 2.3.

The period of notice of termination is three months unless the central parties agree to a longer period. If such a termination is effected, a reassessment shall take place after three months, on request by the parties.

**2.4 Probationary employment**

**2.4.1 Probationary employment for stationary or contract salaried employees**

Agreements as to probationary employment may be entered into where the objective is that the employment after the probationary period is to become permanent employment. No specific requirements are set regarding the need for probationary employment.

Such an agreement, however, may extend to no more than six months. If the salaried employee has been absent during the probationary period, the employment may by agreement be extended by a period corresponding to the period of absence.

If the salaried employee immediately prior to the probationary employment has been employed in a similar position at the company but in an agreed fixed-term or substitute employment, the probationary period of the employment is to be reduced by a corresponding degree.

If the probationary employment does not become permanent employment, the employer shall provide a reason for his/her decision, if the salaried employee so requests.

Probationary employment can be terminated by either the employer or salaried employee before the end of the probationary period by written notice no later than two weeks in advance.

If the employer or the employee does not wish for the employment to continue after the end of the probationary period, written notice to that effect shall be given not less than two weeks before the end of the trial period. If such notice has not been given no later than by the end of the probationary period, the probationary employment becomes permanent employment.

#### **2.4.2 Probationary employment for outplaced salaried employees**

Agreements as to probationary employment may be entered into where the objective is that the employment after the probationary period is to become permanent employment. No specific requirements are set regarding the need for probationary employment. Such an agreement, however, may extend to no more than six months.

If the salaried employee has been absent or not outplaced during the probationary period, the employment may by agreement be extended by a period corresponding to that time.

Probationary employment may also be extended by agreement:

- for salaried employees whose assignment is terminated during the probationary period,
- for salaried employees whose assignment ceases before the end of the probationary period for time in a new assignment.

Such an extension may at most to correspond to the current period of probationary employment at the time of the extension, for no more than a total of ten months. However, the probationary period may never exceed six months on one and the same assignment.

If the salaried employee immediately before the probationary employment has been employed in a similar position in the company in fixed-term employment as specified in 2.3, the probationary period of employment is to be reduced to a corresponding extent.

If the probationary employment does not become permanent employment, the employer shall provide a reason for his/her decision, if the salaried employee so requests.

Probationary employment can be terminated by either the employer or salaried employee before the end of the probationary period by written notice no later than two weeks in advance.

If the employer or the employee does not wish for the employment to continue after the end of the probationary period, written notice to that effect shall be given not less than two weeks before the end of the trial period. If such notice has not be given no later than by the end of the probationary period, the probationary employment becomes permanent employment.

## **2.5 Probationary period**

### **2.5.1 Probationary periods for stationary and contract salaried employees on substitute or contract-term employment**

A substitute or agreed fixed-term employment may be terminated by the employer or salaried employee giving notice thereof. The employment then terminates a month after either party gives notice in writing to the other party of their intent to terminate the employment. The option to terminate the employment by giving notice is applicable only up to the point of time when the salaried employee has a combined period of employment of six months

at the company. When an agreement as to an agreed fixed-term or substitute employment has been preceded by a probationary employment in a similar position at the company, the probationary period is to be reduced to a corresponding extent.

If the substitute or agreed fixed-term employment is terminated by notice from the employer, the employer shall explain the reasons for his/her decision, if requested to do so by the salaried employee.

***Comment:***

*The employer and salaried employee can agree in writing that a substitute or agreed fixed-term employment cannot by either party be terminated by the giving of notice.*

**2.5.2 Probationary periods for outplaced salaried employees with fixed-term employments**

Fixed-term employment may be terminated prior to the time intended as the start of employment by either the employer or the employee giving notice in writing. Such employment will terminate two weeks after either party has given notice in writing to the other party. The employer may not give such notice after six months have passed since the commencement of the employment. When an agreement as to a fixed-term employment as specified in 2.3 has been preceded by probationary employment in a similar position at the company, the probationary period is reduced correspondingly.

***Comment:***

*The employer and salaried employee may agree in writing that the fixed-term employment cannot be terminated by notice being given by either party.*

**2.6 Termination of fixed-term employment**

Where the employer and salaried employee have agreed that a fixed-term employment can be terminated early, the parties cannot agree to a notice period shorter than that which is stated in the notice periods in the collective bargaining agreements.

Any agreement as to option for early termination cannot be applied until after the end of any probationary period as specified in subs.2.5.

**Transitional provisions**



The parties agree that the rules on employment enter into effect 1 May 2017. In the case of employment agreements entered into prior to 1 May 2017, the previous rules on such employments are applicable in their entirety.

### **Stationary or contract salaried employees**

As regards substitute employment as specified in subs. 2.2 in the collective bargaining agreement, the following specific rule applies as to calculation of the period of employment regarding conversion to permanent employment.

In the case of substitute employment, the period of substitute employment entered into under the former rules on periods of employment as of 1 May 2017 is also taken into account in connection with conversion as specified in subs. 2.2.1.

## **§ 3 General rules of conduct**

### **3.1 Loyalty**

The relationship between employers and salaried employees is based on mutual loyalty and trust. The salaried employee shall exercise discretion with respect to, for example, both the employer's and the client company's business affairs, including pricing, data systems, investigations, operating conditions and the like.

### **3.2 Competing activities**

A salaried employee shall not conduct business or directly or indirectly conduct economic activities for any company that competes with the employer. Furthermore, the salaried employee shall not undertake any assignments or conduct any activities that may adversely influence his or her regular work. Any individual contemplating taking on such an assignment, other secondary activity of a more extensive nature, or conducting business that may compete with the client company shall therefore first consult with the employer.

### **3.3 Fiduciary assignments**

A salaried employee has the right to accept State, municipal and union fiduciary assignments.

## **§ 4 Overtime compensation**

The scope and scheduling of regular working hours, overtime and extra hours for part-time employees are governed by the Agreement on working hours, Appendix 1.

#### **4.1 Right to overtime compensation**

Overtime work entitling the employee to overtime compensation shall be understood as work performed in addition to the regular daily working hours applicable to the salaried employee, when the overtime work:

- has been ordered in advance, or
- has been approved subsequently by the employer

In the case of outplaced salaried employees, the rules at the client company that apply to working hours, scheduling and periods when the right to overtime compensation applies.

In the absence of agreed rules as to overtime and overtime compensation at the client company, the rules in this Agreement are applicable with respect to overtime and overtime compensation.

*This applies only to outplaced salaried employees.*

Regarding part-time work, see 4.4.

Salaried employees are entitled to overtime compensation as specified in 4.3 unless other agreement has been entered into as specified in 4.5.

#### **4.1.2 Preparatory and finishing work**

The time required to carry out necessary preparatory and finishing work that normally forms a part of the salaried employee's work is not considered overtime work.

#### **4.2 Calculation of overtime**

If the overtime work has been performed before as well as after regular working hours during a particular day, the overtime periods shall be added together. Only full half-hours are included in the calculation.

#### **4.2.1 Overtime work not connected with regular working hours**

If a salaried employee performs overtime work at times not

immediately following regular working hours, overtime compensation shall be paid for no less than three hours' overtime work. This does not however apply if only a meal break separates the overtime work from regular working hours.

#### **4.2.2 Overtime work in connection with shortened regular daily working hours, certain times of the year**

At companies that have shortened regular daily working hours during certain times of the year without the shortened hours instead being made up during other times of the year, the following is applicable with respect to the calculation of overtime during the shortened working hours.

Overtime work that entitles the employee to overtime compensation shall be understood as work performed in addition to the regular daily working hours that apply during the rest of the year.

#### **4.3 Overtime compensation**

##### **4.3.1 Money – time off**

Overtime work is compensated either with money (overtime compensation) or time off (compensatory leave). Compensatory leave is granted if the salaried employee so desires and the employer, after consultation with the employee, finds that this is possible without detriment to the company's operations.

In the consultation, the employer shall, as far as possible, take into consideration the salaried employee's desire as to when the compensatory leave shall be taken.

##### **4.3.2 Compensation amount**

Overtime compensation per hour shall be paid as follows:

Overtime work 06.00–20.00 Mondays – Fridays not public holidays

monthly salary

94

or, by agreement, compensatory leave of 1.5 hours for each overtime hour.

Overtime work at other times

monthly salary

or, by agreement, compensatory leave of 2 hours for each overtime hour.

Monthly salary shall be understood as the current fixed monthly salary in cash.

In the case of outplaced salaried employees with 150 guaranteed hours per month, the monthly salary shall be multiplied by 1.11. In the case of salaried employees with 133 guaranteed hours, the monthly salary shall be multiplied by 1.26. In the case of salaried employees whose salary is calculated on an hourly basis, the hourly pay is multiplied by 167.

*This applies only to outplaced salaried employees.*

Overtime work on business days that are the salaried employee's non-working days is equated with overtime work at other times. The same shall apply to Midsummer's Eve, Christmas Eve and New Year's Eve.

#### **4.4 Additional hours in part-time working (extra hours for part-time employees)**

In the case of outplaced salaried employees with a salary as specified in § 12.2, time worked in addition to the time specified in § 12.2.1 or 12.2.2 (133 and 150 hours, respectively) shall not constitute extra hours for part-time employees as per the rules in this paragraph. However, time worked in addition to the regular full-time measures as defined in 4.1 shall constitute overtime and shall be compensated according to the above.

#### **Notes:**

*Outplaced salaried employees in part-time employment can work extra hours for part-time employees up to the time specified in § 12.2.1 or 12.2.2. Performance pay is also paid for additional time not constituting overtime.*

#### **4.4.1 Compensation for extra hours for part-time employees**

If a part-time employee has performed work outside the regular working hours that apply to the part-time employment, compensation shall be paid per additional hour in the amount of:

Monthly wage

3.5 x weekly working hours

Monthly salary shall be understood as the current fixed monthly salary in cash.

Weekly working hours shall be understood as the part-time employee's working hours per week without public holidays, calculated as an average per month.

#### **4.4.2 Calculation of extra hours for part-time employees**

If the extra hours for part-time employees have been worked before as well as after the regular working hours that apply to the part-time employment, both time periods shall be added together. Only full half-hours are included in the calculation.

#### **4.4.3 Overtime compensation for extra hours by part-time employees**

A part-time employee has the right to overtime compensation if the extra hours are worked before or after the times that apply to the regular working hours for a full-time employee in an equivalent position at the company.

In calculating the compensation as specified in 4.3.2, the salary shall be upwardly adjusted to correspond to a full-time salary.

#### **4.5 Agreement with specific salaried employees**

The employer and salaried employee may agree that compensation for overtime work shall be given by means of the salaried employee being paid a higher salary and/or more vacation days in addition to the number of statutory vacation days.

Any such agreement may be made only with salaried employees in management positions and salaried employees whose working hours are difficult to verify or who have the freedom to schedule their working hours. If this is not the case, there must be special reasons for such an agreement.

##### **4.5.1 Agreement in writing Term**

Any agreement as specified in 4.5 shall be in writing. It shall apply until further notice and may be revised at the time of the next salary review. The agreement should specify how the salaried employee is compensated for overtime work.

A party wishing for the agreement to be terminated shall notify the other party not less than two months prior to such termination.

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

#### **4.6 Travel costs in overtime working**

If the salaried employee is to attend for overtime work at times not immediately after regular working hours and thus incurs travelling costs, the employer shall reimburse such costs. This also applies in the cases where agreement has been entered into as specified in 4.5.

## **§ 5 Staggered working hours**

### **5.1 Staggered working hours**

Staggered working hours shall be understood as the part of the salaried employee's regular working hours that is scheduled on the days and between the times that are specified in 5.2.

### **5.2 Compensation for staggered working hours**

Staggered working hours shall be compensated per hour as follows:

Monday-  
Friday  
from 18.00  
to 24.00

monthly salary 600

Monday-  
Friday  
from 00.00  
to 07.00

monthly salary 400

Saturday–Sunday (all 24  
hours) and from 07.00 on  
Epiphany, 1 May, Swedish  
National Day, Ascension Day  
and All Saints' Day until  
00.00 of the first business day  
after the respective public  
holiday

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 to 24.00 before the  
first business day after the  
relevant holiday

monthly salary 150

It is not permitted for the employee to be paid both compensation for staggered working hours and overtime compensation at the same time.

Monthly salary shall be understood as the current fixed monthly salary in cash.

In the case of part-time employees, the salary shall be updated to correspond to a full-time salary.

In the case of outplaced salaried employees with 150 guaranteed hours per month, the monthly salary shall be multiplied by 1.11. In the case of salaried employees with 133 guaranteed hours, the monthly salary shall be multiplied by 1.26. In the case of salaried employees whose salary is calculated on an hourly basis, the hourly pay is multiplied by 167.

*This applies only to outplaced salaried employees.*

### **5.3 Local agreement**

The local parties may enter into an agreement as to other compensation for staggered working hours, if justified by particular reasons.

### **5.4 Individual agreement**

The employer and an individual salaried employee may agree that the rules on compensation according to the above shall not apply, and that the salaried employee shall instead receive reasonable compensation in another manner. Any such agreement shall be in writing.

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



A party wishing for the agreement to be terminated shall notify the other party not less than two months prior to such termination.

**5.5 When the salaried employee has previously received other compensation**

If a salaried employee, via salary or otherwise, has been compensated for work during staggered working hours and so has not received any separate compensation, the conditions shall not change by this agreement entering into effect.

## **§ 6 On-call hours**

### **6.1 On-call hours**

On-call hours shall be understood as time when the salaried employee has no obligation to work but is obligated to be available to the employer in order to perform work when the need arises.

### **6.2 Schedule**

On-call hours shall be allocated so that no individual salaried employee is unreasonably burdened.

Schedules for on-call hours should be drawn up in good time.

### **6.3 Compensation for on-call hours**

On-call hours are compensated per on-call hour by monthly salary  
600

However, the following shall apply:

From Friday 18.00 to Saturday 07.00. monthly salary  
400

From Saturday 07.00 to Sunday 24.00 monthly salary  
300

From 18.00 on the day before to 07.00 on Epiphany, 1 May, Ascension Day and All Saints' Day monthly salary  
400

From 07.00 on Epiphany, 1 May, Ascension Day, Swedish National Day and All Saints' Day to 24.00 before the first day after the relevant holiday 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 to 24.00 before the first  
business day after the relevant holiday.

monthly salary  
150

On-call compensation is paid per work period of not less than 8 hours, reduced, where appropriate, by the time for which the salaried employee has received overtime compensation.

Monthly salary shall be understood as the current fixed monthly salary in cash.

In the case of part-time employees, the salary shall be uprated to correspond to a full-time salary.

In the case of outplaced salaried employees with 150 guaranteed hours per month, the monthly salary shall be multiplied by 1.11. In the case of salaried employees with 133 hours working hours, the monthly salary shall be multiplied by 1.26. In the case of salaried employees whose salary is calculated on an hourly basis, the hourly pay is multiplied by 167.

*This applies only to outplaced salaried employees.*

#### **6.4 Local agreement**

The local parties may enter into an agreement on a different arrangement should there be particular reasons to do so.

#### **6.5 Individual agreement**

The employer and an individual salaried employee may agree that the rules on compensation according to the above shall not apply, and that the salaried employee shall instead receive reasonable compensation in another manner. Any such agreement shall be in writing.

The agreement shall apply until further notice and may be revised at the time of the following salary review.

A party wishing for the agreement to be terminated shall notify the other party not less than two months prior to such termination.

## **§ 7 Standby duty**

### **7.1 Definition**

Standby duty shall be understood as time when the salaried employee has no obligation to work but is required to be available in order to be able to perform work when the need arises.

***Comment:***

*Standby duty does not include the time when an outplaced salaried employee has no assignment but is available for new assignments.*

### **7.2 Local agreements**

The local parties may enter into an agreement on standby duty in which, for example, the standby duty and forms of compensation are adjusted to local conditions.

The table below, in which standby duty periods, compensation for standby duty and compensation for time worked during standby duty are defined, may serve as a starting point for frameworks for such agreements.

	Standby 1		Standby 2	
	Compensation for standby	Compensation for hours worked	Compensation for standby	Compensation for hours worked
Time 1				
Time 2				

### **7.3 Standby duty**

*Standby duty A* requires the salaried employee to be contactable via a cellular telephone or the like to attend for work. Standby duty A does not require the salaried employee to attend at a specific location.

*Standby duty B* requires the salaried employee to attend at a workplace or other location designated by the employer to perform work.

*Standby duty C* requires the salaried employee to attend for work at home in order to perform the work.

***Note 1***

For cases where the employer wishes to apply Standby duty C, but the salaried employee does not consider the home to be a desirable workplace, the duty shall be performed at the workplace or other designated location. However, compensation is to be paid in accordance with Standby duty C.

***Note 2***

In the case of standby duty, the employer shall to take into consideration reasonable attendance periods in view of the salaried employee's type of standby duty, as well as other practical and objectively relevant conditions. One (1) hour of attendance for Standby duty B and day time for Standby duty C, respectively, may serve as a starting point. The attendance period may be either shorter or longer.

**7.4 Schedule**

Standby duty shall be scheduled so that it does not unreasonably burden the individual salaried employee. The schedule should be drawn up and communicated in good time. Changes to the schedule are to be notified no later than two weeks in advance. Temporary deviations that were not foreseeable at the time of scheduling are not considered as schedule changes.

***Note 1***

Unreasonable burden shall be understood as, for example, that too few salaried employees are scheduled for standby duty, or that a standby duty is scheduled with several duty periods, during the same 24-hour period without any connection to regular working hours.

***Note 2***

It is envisaged that local workplace agreements are entered into as needed, with respect to night-time working and rules on rest in connection with standby duty.

**7.5 Compensation for standby duty**

Where a local workplace agreement has not been entered into

regarding other compensation, Standby duty A, B and C, respectively, are to be compensated as follows:

Scheduling times	Compensation per hour		
	A	B	C
Monday 00.00–Friday 18.00	<u>Monthly salary</u> 1,750	<u>Monthly salary</u> 1,400	<u>Monthly salary</u> 1,650
Friday 18.00–Saturday 07.00, and from 18.00 on the before to 07.00 on Epiphany, 1 May, Ascension Day, All Saints' Day and Swedish National Day.	<u>Monthly salary</u> 1,100	<u>Monthly salary</u> 900	<u>Monthly salary</u> 1,050
Saturday 07.00–Sunday 24.00 and from 07.00 on Epiphany, 1 May, Ascension Day, All Saints' Day and Swedish National Day to 24.00 on the first business day after the relevant holiday.	<u>Monthly salary</u> 750	<u>Monthly salary</u> 600	<u>Monthly salary</u> 700
From 18.00 on Maundy Thursday and from 07.00 on Whitsun Eve, Midsummer's Eve, Christmas Eve and New Year's Eve to 24.00 on the first business day after the relevant holiday.	<u>Monthly salary</u> 450	<u>Monthly salary</u> 350	<u>Monthly salary</u> 400

In the case of part-time employees, the salary shall be uprated to correspond to a full-time salary.

Compensation for standby duty is to be paid to the salaried employee per period of no less than 1 hour regarding Standby duty A, 4 hours for Standby duty B and 2 hours for Standby duty C, reduced where appropriate by the time that the salaried employee has received compensation for ordered attendance to work as specified in 7.6 below.

In the case of outplaced salaried employees with 150 guaranteed hours per month, the monthly salary shall be multiplied by 1.11. In the case of salaried employees with 133 hours working hours, the monthly salary shall be multiplied by 1.26. In the case of salaried employees whose salary is calculated on an hourly basis, the hourly pay is multiplied by 167.

*This applies only to outplaced salaried employees.*

## **7.6 Compensation for time worked during standby duty**

Where a local workplace agreement has not been entered into as to other compensation per hour, time worked is to be compensated as follows:

For ordered attendance for work, overtime compensation is paid for the actual time worked, although;

1. No less than 30 minutes for work performed in accordance with Standby duty A,
2. No less than three hours for work performed in accordance with Standby duty B,
3. No less than two hours for work performed in accordance with Standby duty C.

Salaried employees on Standby duty B who perform work in accordance with Standby duty A are to receive compensation for no less than one hour.

In the case of part-time employees, the salary shall be uprated to correspond to a full-time salary.

Compensation will be paid for travel costs in connection with Standby duty B.

In the case of outplaced salaried employees with 150 guaranteed hours per month, the monthly salary shall be multiplied by 1.11. In the case of salaried employees with 133 hours working hours, the monthly salary shall be multiplied by 1.26. In the case of salaried employees whose salary is calculated on an hourly basis, the hourly pay is multiplied by 1.67.

*This applies only to outplaced salaried employees.*

## **7.7 Individual agreement**

The employer and an individual salaried employee may agree that the rules on compensation according to the above shall not apply, and that the salaried employee shall instead receive reasonable compensation in another manner. Such an agreement shall be made in writing and should contain information as to the compensation received instead for standby duty.

The agreement shall apply until further notice and may be revised at the time of the next salary review.



Any party wishing for an individual agreement to be terminated shall notify the other party no later than two months prior to such termination.

***Note 1***

If a local union branch/association operates, it is advisable for the parties to have discussed the structure of individual agreements. It may also be advisable to discuss individual agreements as to standby duty on the occasion of salary reviews.

***Note 2***

When an individual agreement is terminated, the agreed compensation, or other compensation, that has been agreed will no longer be paid. Instead, the compensation will be paid according to the main rule of the collective bargaining agreement.

**§ 8 Travel time compensation**

**8.1 Entitlement to travel time compensation**

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

- 1 The employer and any salaried employee who has entered into an agreement on overtime compensation as specified in 4.5 may agree that the provisions as to compensation for travel time shall not be applicable.
- 2 The employer and salaried employees may agree that compensation for travel time shall be paid in another form, for example that the occurrence of travel time is taken into account when the salary is determined.
- 3 Salaried employees with work that normally entails travel to a major degree are entitled to compensation for travel time only if the employer and salaried employee have agreed to that effect.

**8.2 Travel time**

Travel time is, during ordered business travel, the time that is spent travelling to the destination.

In the case of outplaced salaried employees, travel to and from client assignments that are within the salaried employee's service area does not constitute travel time as specified in this paragraph.

In the case of salaried employees with contract assignments, travel to and from the client company that is the salaried employee's permanent place of work does not constitute travel time as specified in this paragraph.

Only travel time before and after the salaried employee's regular working hours shall be included in the calculation of travel time that entitles the employee to compensation.

If the travel time occurs both before and after regular working hours on a specific day, the two periods shall be added together. Only full half-hours are included in the calculation.

If the employer has paid for a sleeping berth on a train or ferry during the trip or part thereof, the time between 22.00 and 08.00 shall not be included in the calculation.

Normal time taken when the salaried employee himself or herself drives a car or other vehicle during business travel is also included in the travel time, regardless of whether the vehicle belongs to the employer or not.

The trip shall be considered as started and finished according to the provisions that apply to the calculation of per diem allowances, or equivalent, at the company concerned.

### **8.3 Travel time compensation**

- 1) Compensation for travel time per hour

Monthly salary  
240

Travel time compensation according to the divisor 240 is paid for not more than six hours per calendar day, unless a longer travel time is shown.

- 2) If the travel has taken place in the period Friday 18.00–

Monday 06.00

Monthly wage

- 3) If the travel has taken place in the period between 18.00 on the day before the eve of a non-working public holiday or a public holiday and 06.00 on the day after the public holiday

Monthly salary

190

Monthly salary shall be understood as the current fixed monthly salary in cash.

In the case of salaried employees whose salary is calculated on an hourly basis, the hourly pay is multiplied by 167.

In the case of part-time employees, the salary shall be uprated to correspond to a full-time salary.

In the case of outplaced salaried employees with 150 regular working hours per month, the monthly salary shall be multiplied by 1.11. In the case of salaried employees with 133 hours working hours, the monthly salary shall be multiplied by 1.26. In the case of salaried employees whose salary is calculated on an hourly basis, the hourly pay is multiplied by 167.

*This applies only to outplaced salaried employees.*

## **§ 9        Vacation**

### **9.1        General provisions**

Vacations are granted in line with applicable law, with the additions and exceptions set out below.

### **9.2        Accrual year and vacation year**

The accrual year runs from 1 April up to and including 31 March in the following year.

The vacation year is the subsequent 12-month period.

The employer may agree with an individual salaried employee or with the local salaried employee union representative that the accrual year and/or the vacation year shall be staggered to other cycles, or be entirely concurrent.

When the accrual year and vacation year are the same, the vacation pay received shall be regarded as a payment on account and shall be deducted from both vacation compensation and from salary. Any salaried employee who has received more paid vacation days than accrued shall reimburse the excess amount of vacation pay/vacation supplement. A corresponding salary adjustment shall be made if the degree of employment has been changed during the vacation year.

No deduction of salary shall be made at termination of employment if due to:

1. the salaried employee's illness, or
2. the salaried employee leaving his or her employment in the circumstances stated in § 4 par. 3, first sentence of the Swedish Employment Protection Act, or
3. termination of employment by the employer due to circumstances not attributable to the salaried employee personally.

**Note**

*It is important that the employer is clear as to which accrual and vacation years are applied.*

**9.3 Length of the vacation**

**9.3.1 Number of vacation days**

- 25 vacation days according to the Annual Leave Act, or
- Additional vacation days according to local or individual agreement.

Vacation days shall be understood as referring to both paid and unpaid vacation days.

**9.3.2 Number of paid vacation days**

The number of accrued vacation days with salary shall be calculated as follows:

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

A = the number of agreed vacation days (as specified in 9.3.1)

B = the number of days employed during the accrual year, less absences that are not included in vacation-pay calculations

C = the number of calendar days during the accrual year

D = the number of earned, paid vacation days (fractions rounded up to whole numbers).

### **9.3.3 Change of vacation days**

When this Agreement enters into force for a salaried employee who is covered by an individual agreement or working regulations at the company, the salaried employee is entitled to at least the same number of vacation days as previously.

### **9.3.4 Vacations in intermittent working**

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

Number of working days/week x number of vacation days as per 9.3

5

= Number of vacation days (net vacation days) to be scheduled for days that according to the working hours schedule would have been working days. Fractions produced in the calculation are to be rounded up to the nearest higher number of days.

If, according to the working hours schedule, the salaried employee is to work both whole and parts of days in the same week, the part-worked day shall be counted as a whole day. When the vacation is scheduled for a salaried employee in such a case, an entire vacation day will also accrue for the day on which the salaried employee would have worked for only part of the day.

## Example

The salaried employee's <i>working hours</i> are scheduled for an average of the following number of working days per week	Number of net holiday days (with 25 days of holiday)
4	20
3.5	18
3	15
2.5	13
2	10

If the work schedule is changed so that the “number of working days per week” is changed, the number of unused net vacation days shall be recalculated to correspond to the new schedule.

Vacation supplements, vacation compensation and salary deductions (for unpaid holidays) are calculated on the basis of the number of *gross* vacation days.

### **9.3.5 Vacations in fixed-term employment**

Vacation leave for salaried employees with fixed-term employment, whose employment is not intended to extend for more than three months and do not extend for longer, shall not be scheduled, unless such has been agreed. However, vacation compensation shall be paid.

In the case of such employment, vacation compensation will be calculated at 12.5% of the salary earned.

#### **Note**

*In the Swedish Annual Leave Act, § 30 b contains provisions on the aggregation of vacation benefits from several employments.*

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

The vacation pay is the current monthly salary at the time of the vacation plus a vacation supplement.

The vacation supplement for each paid vacation day is 0.8% of the salaried employee's fixed monthly salary current at the time the vacation is taken plus any fixed monthly salary supplements.

- Regarding the term changed degree of employment, see

#### 9.4.6.

- 0.5% of the sum of the variable salary component that has been paid during the accrual year.

If the salaried employee has not accrued a full vacation entitlement, the vacation supplement of 0.5% shall be uprated as follows:

0.5% x the number of vacation days to which the salaried employee is entitled The number of paid vacation days that the salaried employee has accrued

Fixed salary supplement shall be understood in this context as meaning, for example, fixed on-call hours, standby duty, overtime and travel time supplements, guaranteed minimum commission payments and the like.

Variable salary component shall be understood in this context as meaning, for example, performance pay for outplaced personnel, commission, profit-sharing, bonuses, incentive pay, compensation for on-call hours, standby duty and staggered hours, and the like, to the extent it is not already included in the monthly salary.

Compensation for overtime, including extra hours for part-time employees, and for travel time includes vacation pay.

#### **9.4.1 Vacation pay, vacation compensation to outplaced, hourly-paid and salaried employees as specified in §12.2.4**

In the case of outplaced, hourly-paid and salaried employees as specified in §.12.2.4, vacation pay and vacation compensation are calculated on a statutory basis, although at 12.5%.

In the case of outplaced salaried employees paid a fixed monthly salary instead of on a performance pay system as specified in 12.2 and the Technical Appendix – Calculation of Salary for Outplaced Employees, the rules on vacation pay and vacation compensation in 9.4 are applied.

#### **9.4.2 Calculation of variable salary component on absence taken into account in vacation pay calculation**

For every calendar day of absence taken into account in calculation of vacation pay, one average daily income from variable salary components shall be added to the aggregate

variable salary components paid out during the accrual year.

$$\text{Average daily income} = \frac{U}{A}$$

U = variable salary component paid during accrual year

A = Number of days of employment minus vacation leave days and whole days of such absence taken into account in calculation of vacation pay during the accrual year.

Compensation for on-call and standby duty and compensation for staggered working hours and the like shall not be taken into account in the above-mentioned average calculation, if during the accrual year the salaried employee has received such compensation for no more than 60 calendar days.

#### **9.4.3 Payment of vacation pay**

The vacation supplement of 0.8% is paid out together with the salary when the vacation is taken or immediately following it.

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

#### **Exceptions:**

- 1 If a significant part of the salary consists of variable salary components, the salaried employee is entitled to receive a vacation supplement in advance, based on the variable salary components. The employer shall estimate the amount of the supplement. The supplement shall be paid out together with the salary at the regular payment time at the time of the vacation. The employer shall, no later than by the end of the vacation year, pay any remaining vacation supplement following a calculation as specified in 9.4.1 and 9.4.2.
- 2 If an agreement has been entered into, that the vacation year and the accrual year may be one and the same, the employer may pay out the remaining holiday pay attributable to variable salary components after the end of the vacation year. This shall be done with the first regular salary payment in the new accrual year when the normal salary procedures can be applied.



#### **9.4.4 Vacation compensation**

Compensation for each paid vacation day not taken out is 4.6% of the current monthly salary plus vacation supplement as specified in 9.4 and 9.4.1.

For each saved vacation day, vacation compensation is calculated as if the saved day had been taken in the vacation year in which the employment terminates.

#### **9.4.5 Salary deductions for unpaid vacation**

For each used unpaid vacation day, a deduction shall be made from the salaried employee's current monthly salary in the amount of 4.6% of the monthly salary. Regarding the term monthly salary, see 9.4.

#### **9.4.6 Change in degree of employment**

If during the accrual year the salaried employee has had a different degree of employment than at the time of the vacation, the current monthly salary at the time of the vacation shall be prorated in proportion to the share of full regular working hours that applied at the workplace during the accrual year. If the number of hours worked has changed during a calendar month, the calculation shall be based on the degree of employment that applied during the majority of the calendar days of the month. Regarding the term monthly salary, see 9.4.

#### **9.5 Vacation for newly-hired employees**

If a newly-hired salaried employee wishes to take a vacation that is longer than the number of earned vacation days, the employer and salaried employee may agree that the salaried employee is to take leave without salary deductions. Any such agreement shall be in writing.

In the case of leave without salary deduction, the following shall apply: If the employment terminates within five years from the day of commencement, a deduction shall be made from the accrued salary or vacation compensation as specified in the same provisions as for leave, but shall be calculated on the basis of the salary that applied during the leave.

No deduction shall be made if the employment terminates due to:

- 1 the salaried employee's illness, or
- 2 the salaried employee leaving his or her employment in the circumstance stated in § 4 para. 3 first sentence of the Swedish Employment Protection Act, or
- 3 termination of employment by the employer due to circumstances not attributable to the salaried employee personally.

In the case of those who taken a greater number of paid vacation days than accrued, the provisions concerning holiday pay advances in § 29 a of the Swedish Annual Leave Act shall apply, unless a written agreement as described above has been entered into.

## **9.6 Saving of vacation**

### **9.6.1 Saving of vacation days**

Salaried employees entitled to more than 25 vacation days with vacation pay may, by agreement with the employer, also save these additional vacation days, provided that they do not in the same year take out holiday saved previously. The employer and the salaried employee shall agree on the scheduling of saved vacation days. This applies both to the vacation year during which the saved days are to be taken and to how they shall be scheduled during that vacation year.

### **9.6.2 Taking saved vacation days**

Saved vacation days shall be taken in the order they have been saved. Vacation days that have been saved as provided for in law are to be taken before vacation days saved as specified in 9.6.1 during the same year.

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

Vacation pay for saved vacation days is calculated as specified in 9.4 and 9.4.1.

However, in calculation of the 0.5% vacation supplement, all absence during the accrual year excluding regular vacation shall be treated in the same manner as absence that is to be taken into account in calculation of vacation pay.

The vacation pay for saved vacation days shall be adjusted to the salaried employee's proportion of full regular working hours during the accrual year preceding the vacation year when the day was saved.

Regarding calculation of the proportion of full regular working hours, see 9.4.6.

## **§ 10 Sick pay, etc.**

Sick pay is to be paid in accordance with the Swedish Sick Pay Act and supplement, as below.

### **10.1 Notification**

A salaried employee who falls ill and is unable to work shall immediately notify his/her employer, i.e. the staffing agency. Furthermore, the employee shall, at the earliest opportunity, inform the employer as to when the employee expects to be able to return to work.

The employer and salaried employee should come to an agreement as to how the sickness absence is to be best handled with respect to the client company.

The same shall apply if the salaried employee becomes unable to work as a result of an accident or occupational injury, or must stay away from work due to the risk of transmitting a contagious disease and there is a right to compensation under the Swedish Act on Compensation to Disease Carriers.

Sick pay shall as a general rule not be paid for the period before the employer has received notification of the illness (§ 8, para. 1 of the Swedish Act on Sick Pay).

#### **10.1.1 Confirmation in writing**

On returning to work, the salaried employee shall provide the employer with a declaration in writing that the salaried employee had been ill, information as to the scope of the reduced ability to work due to the illness and the days on which the salaried employee would have worked.

#### **10.1.2 Medical certificate**

For the employer to be obligated to pay sick pay commencing on the eighth calendar day of the sickness period, the salaried

employee shall evidence his/her reduction in work capacity and the duration of the sickness period by providing a medical certificate.

If the employer so requests, the salaried employee shall provide such a medical certificate from an earlier day. The employer has the right to specify the certifying doctor.

### **10.2           sickness period, qualifying period deduction etc.**

The sickness period begins the day of the illness, i.e., the first working day or part of a working day on which the salaried employee was prevented from working as a consequence of the illness. Salary deductions for the qualifying period are made in accordance with the rules stated below.

A new sickness period that starts within 5 calendar days from the end of an earlier sickness period shall be deemed as a continuation of the earlier sickness period.

The number of qualifying days may not by law exceed ten during a twelve-month period. If in a new sickness period it becomes clear that the salaried employee has had ten occasions of qualifying day deductions within the twelve months prior to the start of the new sickness period, the deduction for the first 20 percent of the sickness absence shall be calculated in accordance with the provisions applicable to sickness absence exceeding 20 percent of the average weekly working hours starting on day 14 of the sickness period.

In the case of a salaried employee who in accordance with a decision by the Swedish Social Insurance Agency is entitled to sick pay without a qualifying period, a sick pay deduction is made in accordance with the provisions that apply to sick leave exceeding 20 percent of the average weekly working hours up to and including day 14 of the sickness period.

#### ***Note***

*All qualifying day deductions made as specified in 10.3.1 in a total amount of no more than 20 percent of the average weekly working hours in the same sickness period shall be regarded as one occasion, even if the deductions are made for different days.*

### **10.3                           Amount of sick pay**

Calculation of sick pay is to be based on the current monthly

salary.

The monthly salary includes:

- fixed monthly salary in cash plus any fixed monthly salary supplements,
- the estimated average monthly commission income, fees, bonuses, pay incentives or similar salary components.

In the case of outplaced salaried employees with performance pay included in their monthly salary:

- fixed monthly salary and any fixed monthly salary supplements
- the average performance-based pay as specified in § 12.2 for the most recent three calendar months prior to the start of the sickness period.

In the case of salaried employees who receive a substantial part of their pay in the form of variable components, a separate agreement should be made concerning the amount of pay that will constitute the monthly salary from which the sick pay deduction shall be made.

If the salary changes, the employer shall make the sick pay deduction based on the former salary up to the date that the salaried employee received notice of the new salary.

***Comment:***

*For calculation of sick pay for outplaced employees, see also the Technical Appendix: Calculation of salaries for outplaced salaried employees.*

### **10.3.1 Illness up to and including 14 calendar days per sickness period**

When a salaried employee is absent due to illness, a sick pay deduction per hour is made during the first 14 calendar days, as follows:

For sickness absence up to 20% of average weekly working hours (qualifying period) in the sickness period

$$\frac{\text{Monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$$

For sickness absence exceeding 20% of average weekly working hours, up to and including day 14 of the sickness period

$$\frac{20\% \times \text{monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$$

Salaried employees who would have worked scheduled staggered working hours, are in addition to be paid sick pay after the qualifying period. This is calculated at 80% of the compensation for the lost staggered hours.

### **Weekly working hours**

Weekly working hours shall be understood as the average of the number of working hours per working week without public holidays for the individual salaried employee.

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

*The salaried employee's average weekly working hours shall be understood as the weekly working time in hours for a regular week without public holidays. In the case of salaried employees with intermittent or irregular working, an average over a representative period is calculated.*

**Note 2**

*10.2 specifies that a new sickness period that starts within five calendar days from the end of an earlier sickness period shall be deemed as a continuation of the earlier sickness period. This means that a qualifying period deduction may still need to be made up to 20 percent of average weekly working hours in the continued sickness period.*

**10.3.2 Illness from the 15th calendar day**

For each day of illness (including non-working business days, Sundays and public holidays) a sick pay deduction shall be made as follows:

The sick pay deduction is calculated differently, depending on whether the salaried employee's monthly salary is greater or smaller than a specific salary limit. This **salary limit** is calculated as

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

**Example 2022:**

Pba year 2022: **SEK 48,300** The

salary limit is therefore:

$$\frac{10 \times \text{SEK } 48,300}{12} = \text{SEK } 40,250 \text{ for 2022}$$

**For salaried employees with a monthly salary not exceeding the salary limit:**

A sick pay deduction is made as follows:

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

**For salaried employees with a monthly salary exceeding the salary limit:**

A sick pay deduction is made as follows:

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

Monthly salary shall be understood as, over and above that which is stated in 10.3.2, benefits in the form of board or lodging valued as specified in the directives of the Swedish Tax Agency.

*Comment: Salary limit of 10 price base amounts applies as of 1 January 2022.*

**10.3.3 Maximum sick pay deduction per day**

The sick pay deduction per day may not exceed:

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

Monthly salary shall be understood as, over and above that which is stated in 10.3, benefits in the form of board or lodging valued as specified in the directives of the Swedish Tax Agency.

In this context, the monthly salary in cash also includes:

- fixed monthly salary supplements
- commission, profit sharing, bonuses or the like earned during periods of absence without a direct connection to the personal work performance of the salaried employee
- guaranteed minimum commission or the like.

**10.4 Duration of the sick pay period**

Where a salaried employee is entitled under this Agreement to sick pay from the 15th calendar day of the sickness period, see the exceptions in 10.5, the employer shall pay such as follows:



### *Category 1*

In the case of those

- who have been continuously employed by the employer for no less than one year, or
- have transferred directly from an employment with an entitlement to sick pay for no less than 90 days (Category 1), sick pay will be paid up to the 90th calendar day of the sickness period.

### *Category 2*

In the case of others, sick pay will be paid up and to the 45th calendar day of the sickness period.

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

If, during a 12-month period, the salaried employee is ill on two or more occasions, the right to sick pay is limited to a total of 105 days for Category 1 and 45 days for Category 2. On that basis, if during the past 12 months 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 and 45, respectively. The remainder constitutes the maximum number of sick pay days for the current case of illness.

The right to sick pay during the first 14 calendar days of the sickness period shall not be affected by the above-mentioned limitation rule.

## **10.5 Exceptions to the right to sick pay from the 15th calendar day**

### **10.5.1 Failure to supply a certificate of health**

If, when a salaried employee was hired, the employer requested a certificate of health from the employee, but the employee was unable to provide such a certificate due to being ill, the employee shall have no right to sick pay from the 15th calendar day of the sickness period if the inability to work is attributable to such illness.

### **10.5.2 On attainment of retirement age**

For salaried employees who have reached the age of 68 years (as of 2023, 69 years), a separate agreement is required for a right to sick pay from the 15th calendar day of the sickness period.

The same applies to employees hired after attaining the regular

retirement age that applies at the company.

### **10.5.3 Accident at another employer**

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

### **10.5.4 Other exceptions**

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

- if the salaried employee has been excluded from health insurance benefits in accordance with the Swedish Social Insurance Code, or
- if the salaried employee's inability to work is self-inflicted, or
- if the salaried employee has been injured as a result of an act of war, unless an agreement to other effect is entered into.

## **10.6 Certain co-ordination rules**

### **10.6.1 Rehabilitation benefit**

If a salaried employee is absent and in receipt of rehabilitation benefit during a period in which the salaried employee would otherwise be entitled to sick pay, salary deductions are to be made as in the case of illness from the 15th calendar day.

### **10.6.2 Compensation under other insurance**

If a salaried employee is receiving compensation from insurance other than ITP or Security Insurance for Work-Related Injuries (TFA), and the employer has paid the premiums for such insurance, the sick pay shall be reduced by the amount of such compensation.

### **10.6.3 Other compensation from the State**

If a salaried employee receives compensation from the State other than under National Social Insurance, Occupational Injury

Insurance or the Swedish Personal Injury Protection Act, the sick pay shall be reduced by the amount of such compensation.

## **10.7 Limitations to the right to sick pay**

### **10.7.1 Reduced sickness benefits**

If a salaried employee's sickness benefits have been reduced as specified in the Swedish National Insurance Act, the employer shall reduce the sick pay to a corresponding extent.

### **10.7.2 Injury in accident caused by a third party**

If a salaried employee has been injured in an accident caused by a third party and compensation is not paid according to Security Insurance for Work-Related Injuries (TFA), then the employer shall provide sick pay only if – or to the extent – that the salaried employee cannot obtain damages for lost income from the person responsible for the injury.

### **10.7.3 When a disability pension is paid**

At commencement of any payment of disability pension under the ITP plan to the salaried employee, the right to sick pay ceases.

## **10.8 Disease carriers**

Where a salaried employee is required stay away from work due to the risk of transmitting disease and there is a right to compensation under the Swedish Act on Compensation to Disease Carriers, a deduction as follows is made up to the 14th calendar day of absence.

For each hour a salaried employee is absent, an hourly deduction is made, as follows:

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

A deduction is to be made from the 15th calendar day in accordance with the calculation rules above with respect to illness.

## **10.9 Other provisions**

In application of the provisions of this paragraph, benefits paid under the Swedish Personal Injury Protection Act shall be equated with the corresponding benefits under the Swedish Social Insurance Code and the Swedish Occupational Injury

Insurance Act.

## **§ 11 Leave**

### **11.1 Leave of absence, brief leave with pay**

Leave of absence is normally granted only for part of a working day. In special cases, however, leave of absence may be granted for one or more days, e.g. in the event of a sudden illness in the salaried employee's family or the death of a close relative.

If Easter Eve, Midsummer's Eve and Christmas Eve are not regular days off, leave of absence should be granted only to the extent this is not detrimental to the activities of the company.

In years when Swedish National Day falls on a Saturday or Sunday, the salaried employee shall instead receive another day off without pay deduction.

Outplaced salaried employees receive a different day without pay in addition to the monthly salary as specified in 12.2.1 or 12.2.2. The leave shall be prorated for part-time employees. Leave not taken during the year shall be forfeited.

#### ***Comment:***

*To be entitled to leave of absence as specified in this paragraph, the salaried employee must be employed and in service by 6 June.*

Leave of absence may also be granted for medical and dental consultations. No more than two consultations per year and no more than four hours per calendar year for employees who have been employed at least six months. If required for specific reasons, verification for the medical or dental consultation shall be provided.

### **11.2 Unpaid leave, leave for a whole day without pay**

Unpaid leave may be granted in accordance with the law or where the employer finds that this is possible without detriment to the company's activities.

On leave being granted, the employer shall state the period of time for the leave.

Leave 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.

**Salaried employees requesting leave to try other work should be granted such where required for rehabilitation.**

**The leave shall be limited to six months but may be prolonged by agreement between employer and salaried employee.**

**11.2.1 Salary deduction for the full-time employee, whole day**

When a salaried employee is absent for no less than one day on unpaid leave, a salary deduction shall be made as follows:

- over a period of no more than 5 working days, a deduction of 1/21st of the monthly salary is made for each working day
- over a period of more than 5 working days, a deduction of the daily salary is made for each day of leave. This also applies to the salaried employee's non-working business days and Sundays and public holidays.

$$\text{Daily salary} = \frac{\text{fixed monthly wage in cash} \times 12}{365}$$

**11.2.2 Salary deduction for part-time employee, whole day**

Where the salaried employee works part-time and only on certain working days in the week ("intermittent" part-time work), a salary deduction is to be made for each day, that otherwise would have been a working day, that the salaried employee is on leave.

Deductions are made as follows:

$$\begin{array}{l} \text{Monthly salary divided} \\ \text{by} \end{array} \quad \frac{\text{Number of working days per week}}{5} \quad \times 21$$

## Example

The salaried employee's part-time work is scheduled on the following number of working days/week	<b>Deduction</b>
4	<u>Monthly salary</u> 16.8
3.5	<u>Monthly salary</u> 14.7
3	<u>Monthly salary</u> 12.6
2.5	<u>Monthly salary</u> 10.5
2	<u>Monthly salary</u> 8.4

“Number of working days per week” shall be understood as the number of working days per week without public holidays, calculated as an average per month.

### **11.3.1 Other leave, leave for part of a day without pay**

Leave for part of a day may be granted if the employer finds that it is possible without detriment to the activities of the company.

A salary deduction shall be made for each full half-hour. The deduction per hour is 1/167th of the monthly salary. In the case of part-time employees, the salary shall first be uprated to correspond to a full-time salary.

### **11.3.2 Special leave for outplaced salaried employees**

Outplaced salaried employees are entitled to refuse an offer of assignment, whereupon a deduction for leave of absence is applied.

***Comment:***

*The employer shall inform the employee as to the time for which salary deductions will be made before the salaried employee refuses the assignment.*

*Where the salaried employee has particular reasons for refusing an assignment, the employer shall not make a deduction for leave of absence.*

*In the event an outplaced salaried employee repeatedly refuses assignments, the employer is able to request the salaried employee to accept the offered assignment, if the salaried employee refuses without an acceptable reason.*

#### **11.4 Monthly salary**

Monthly salary shall be understood as the current monthly salary. Fixed monthly salary in cash, in this context, shall be understood as

- fixed monthly salary supplements
- such commission, profit sharing, bonuses or the like earned during periods of absence without a direct connection to the personal work efforts of the salaried employee,
- guaranteed minimum commission or the like. Performance

pay for outplaced salaried employees is not included.

If a period of leave comprises one or more entire calendar months/settlement periods, the entire monthly salary of the salaried employee shall be deducted for each of such calendar months/settlement periods.

#### **11.5 Parental pay and parental leave**

In the case of a reduction of working time in accordance with § 14 of the Swedish Parental Leave Act, problems may arise for personnel who are outplaced to client companies. It therefore is important that the leave is scheduled in such a way as to not make it more difficult to obtain assignments.

For example, it may be appropriate for the leave to be scheduled over every day of the week, or at the beginning or end of the working day.

This does not in any formal way deviate from the intention of the

Swedish Parental Leave Act.

### **11.5.1 Conditions for parental pay**

A salaried employee who is on a leave of absence because of pregnancy or in connection with childbirth or adoption is entitled to parental pay from the employer if:

- the employee has been in continuous employment with the employer for no less than one year, and
- the employee's employment continues for at least three months after the leave of absence.

**The term “in connection with” shall be understood as meaning that the leave of absence shall take place within 18 months.**

#### ***Comment:***

*Application for parental leave intended to be taken at some time in the period 1 June to 31 August in each year should be submitted to the employer at the same time as the application for vacation, that is, normally no later than 1 March.*

### **11.5.2 Amount of parental pay**

The parental pay deduction shall be calculated differently according to whether the salaried employee's monthly salary is greater or lesser than specific salary limits. These **salary limits** are calculated as follows:

$$\frac{10 \times pba}{112}$$

#### **Example for 2017:**

Pba: for the year 2017 SEK 44,800

The salary limit is therefore:

$$\frac{10 \times SEK 44,800}{12} = SEK 37,333 \text{ for 2017}$$

**For salaried employees with a monthly salary not exceeding**



**no more than 10 pba, a parental pay deduction per day shall be made as follows:**

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

**For salaried employees with a monthly salary exceeding the salary limit, a parental pay deduction per day shall be as follows:**

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

Monthly salary shall be understood as, in addition to that which is stated in 10.3, other benefits in the form of board and lodging, valued as specified in the directives of the Swedish Tax Agency.

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

- *two monthly salaries* less 60 parental pay deductions calculated per day as specified in this paragraph.

If the salaried employee has been employed for two but not three consecutive years, the parental pay shall be:

- *three monthly salaries* less 90 parental pay deductions calculated per day as specified in this paragraph.

If the salaried employee has been employed for three but not four consecutive years, the parental pay shall be:

- *four monthly salaries* minus 120 parental pay deductions calculated per day as specified in this paragraph.

If the salaried employee has been employed for four but not five consecutive years, the parental pay shall be:

- *five monthly salaries* less 150 parental pay deductions calculated per day as specified in this paragraph.

If the salaried employee has been employed for five consecutive years or more, the parental pay shall be

- *six monthly salaries* less 180 parental pay deductions calculated per day as specified in this paragraph.

Parental pay shall be paid only for an uninterrupted period of leave. If the leave of absence is shorter than one, two, three, four, five or six months, parental pay shall not be paid for a longer period than represented by the leave.

Parental pay is not paid for annual salary components totalling more than 15 price base amounts.

### **11.5.3 Payment of parental pay**

One half of the parental pay shall be paid out when the leave of absence commences and the remaining half after the salaried employee has continued his or her employment for three months after the leave of absence.

Leave will be subject to absence deductions as specified in 11.2–11.4.

#### **11.5.4 Reduction of parental pay**

Parental pay shall not be provided if the salaried employee is excluded from parental benefits as stated in the Swedish National Insurance Act. If this benefit has been reduced, the parental pay shall be reduced to a corresponding extent.

#### **11.6 Leave with temporary parental pay**

##### **11.6.1 Deduction**

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

Monthly salary x 12 / 52 x weekly working hours

If a period of leave comprises one or more entire calendar months/settlement periods, the entire monthly salary of the salaried employee shall be deducted for each of such calendar months/settlement periods.

##### *Weekly working hours*

Weekly working hours shall be understood as the number of working hours per business week without public holidays for the individual salaried employee. If the salaried employee has irregular working hours, the weekly working hours shall be calculated as an average per month, or by some other working hours cycle.

The calculation of weekly working hours shall be made to no more than two decimal places, rounding 0–4 down and 5–9 up.

If the working hours vary in length in different parts of the year, working hours shall be calculated as an average per business week without public holidays per year.

##### *If the salary is changed*

If the salary is changed, the following shall apply. The employer

shall make deductions on the basis of the former salary until the day the salaried employee is notified of his or her new salary.

### **11.6.2 Monthly salary**

Monthly salary shall be understood as comprising:

- fixed monthly salary in cash plus any fixed monthly salary supplements,
- the estimated average monthly income from commission, profit sharing, bonuses, incentive pay or similar variable salary components. In the case of salaried employees receiving a substantial part of their pay via such elements, a separate agreement should be made concerning the amount of pay that will constitute the monthly salary from which the deduction shall be made.

In the case of salaried employees whose salary is calculated on an hourly basis, the hourly pay is multiplied by 167.

***Comment:***

*For more on the calculation of sick pay for outplaced employees, see also the Technical Appendix: Calculation of salaries for outplaced salaried employees.*

## **§ 12 Salary**

### **12.1 Determination of salary**

The salaries of salaried employees are set and reviewed in accordance with the provisions of the Salary Agreement and Appendices.

All salaried employees are paid a monthly salary. Outplaced salaried employees are paid a monthly salary and performance pay.

***Comment:***

*For more on the calculation of sick pay for outplaced employees, see also the Technical Appendix: Calculation of salaries for outplaced salaried employees.*

### **12.2 Salaries for outplaced salaried employees**

Outplaced salaried employees have monthly salaries that are determined individually. In addition to a monthly salary, outplaced salaried employees may be entitled to performance pay.

*This applies only to outplaced salaried employees.*

**Comment:**

*When calculating the monthly salary, the Technical Appendix also applies.*

**12.2.1 Monthly salary during the first 18 months**

Over an uninterrupted period of employment of no more than 18 months, outplaced salaried employees receive a monthly salary for 133 hours of work per month.

**12.2.2 Monthly salary after 18 months**

After an uninterrupted period of employment of 18 months, outplaced salaried employees receive a monthly salary for 150 hours work of per month.

**12.2.3 Performance pay**

In addition to the hours specified in 12.2.1 or 12.2.2, the salaried employee is obligated to work to the extent specified in the Working Hours Agreement. Compensation for such work is paid as performance pay.

Performance pay for outplaced salaried employees with no more than 18 months of employment is per hour:

$$\frac{\text{Monthly}}{133} \times 1.08$$

Performance pay for outplaced salaried employees with more than 18 months of employment is paid per hour:

$$\frac{\text{Monthly salary}}{150} \times 1.16$$

Compensation is paid for the combined number of hours worked during the month, rounded to the nearest lower whole number.

If a salaried employee passes 18 months of employment during a calendar month/reference period, the calculation of performance pay is to be from the first day, inclusive, in the following calendar

month/settlement period.

Salary is recalculated by dividing the monthly salary by 133 and then multiplying it by 150.

#### **12.2.4 Other salary arrangements**

If required for particular reasons, an arrangement can be made as to terms and conditions other than those stated above. Such arrangements shall to be in writing, and the reasons for the agreement should be specified. On request, the employer shall inform the local union organisation as to such an arrangement.

#### ***Comment:***

*The initiative may come from either party and the decisive factor shall be whether there are particular reasons for the arrangement. "Particular reasons" may be the employee's own limitations with respect to availability, i.e., the employee cannot or does not want to take on assignments full-time, for example, because of studies, parenthood or other needs.*

*"Particular reasons" for an employer may be uncertainty with respect to new establishments or new areas of business.*

#### **12.3 Salary for part of a salary period**

If a salaried employee commences or ends his or her employment or changes the time worked during a calendar month/settlement period, the salary shall be calculated as follows:

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

X = current monthly salary

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

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

On any change to the time worked, each period and degree of employment shall be calculated separately.

#### ***Example:***

*Settlement period is up to the 20th of each month. The salaried employee's full-time salary is SEK 20,000. Employed as of 1 October 20xx, inclusive.*

*Full-time as of 16 June 20xx, inclusive. Part-time (50% as of 17 June 20xx, inclusive) X = SEK 35,000. X = SEK 17,500*  
*Y = 31 days Y = 31 days*  
*Z = 27 days Z = 4 days*  
*L = SEK 30,484 L = SEK 2,258*

**§ 13 Termination**

**13.1 Termination on the part of the salaried employee**

**13.1.1 Notice period**

The notice period for termination on the part of the salaried employee is as follows, unless otherwise specified in 13.3.

Salaried employee’s notice of termination period in months:

Total time employed at the company	Notice period
less than 2 years	1 months
from 2 years	2 months

**13.1.2 Notice in writing**

The salaried employee should submit his or her notice of termination in writing. If the resignation is oral, the salaried employee should confirm it in writing to the employer at the earliest opportunity.

**13.2 Termination on the part of the employer**

**13.2.1 Notice period**

The notice of termination period on the part of the employer is as follows, unless otherwise specified in 13.3.

Employer’s notice of termination period in months:

Total time employed at the company	Notice period
less than 2 years	1 month
from 2 to 4 years	2 months
4 to 6 years	3 months
6 to 8 years	4 months
8 to 10 years	5 months
10 years or more	6 months

**Further information regarding 13.1.1 and 13.2.1**

Calculation of the length of period of employment:

The way that the time of employment is calculated as above is set out in § 3 of the Swedish Employment Protection Act.

### **13.2.2 Extended notice period in particular cases**

If a salaried employee whose employment has been terminated because of redundancy has reached the age of 55 years on the day of the notice of termination and at that time has been employed for an uninterrupted period of no less than 10 years, the notice period shall be extended by six months.

Such an extension of the notice period shall, however, not apply beyond the employee's 65th birthday.

### **13.2.3 Advance notice of termination**

Advance notice of termination that the employer is required to give to the local union organisation under the Swedish Employment Protection Act shall be considered as given when the employer has handed over the advance notice to the local salaried employee union representative, or two working days after the employer has sent the notice by certified mail to the relevant union. Advance notice given by the employer during a period when the company has shut down for vacations shall be considered as given on the day after the vacation shutdown has ended.

### **13.2.4 Agreement on different notice period**

The employer and the salaried employee may agree on a different notice period. If they so agree, the employer's notice period may, however, not be less than the notice period specified the table in 13.2.1.

## **13.3 Other provisions regarding termination**

### **13.3.1 Agreement on different notice period**

Salaried employees who, under a collective bargaining agreement or individual employment agreement, have a longer notice period when this agreement enters into effect at the company, shall retain the longer period.

The employer and the salaried employee may agree on a different notice period. If they do so, the employer's notice of termination



period may not to be less than the notice of termination period specified in the table in 13.2.1 or 13.3.

### **13.3.2 Reached retirement age – cessation of employment**

Irrespective of any previously agreed notice of termination period, the following applies to salaried employees reaching the age specified in § 32 a in the Swedish Employment Protection Act.

The employment may be terminated at the end of the month in which the salaried employee reaches the age specified in § 32 a of the Swedish Employment Protection Act by notification in writing two months before, from the employer or the employee.

Employments that continue after the salaried employee has reached the age specified in the first paragraph may be terminated by notification to that effect from the employer or the salaried employee.

The employment then terminates a month after either party gives notice in writing to the other party of their intent to terminate the employment.

Advance notice to a union organisation is not required in connection with the termination.

It is possible to agree on a longer period of termination than one month after the salaried employee has reached the age specified in the first paragraph. Such must be expressly stated in the agreement.

#### ***Comment:***

*The age specified in § 32 a of the Swedish Employment Protection Act is 68 years in 2020 and will be 69 years as of 1 January 2023.*

### **13.3.3 Employees of pensionable age - notice period**

In the case of salaried employees who remain in service after reaching 65 years of age, the notice period as specified in 13.1.1 and 13.2.1 shall apply. In the case of salaried employees who have reached the age of 67 years the mutual notice period is one month.

### **13.3.4 Shortening of notice period for salaried employees**

If, owing to particular circumstances, a salaried employee wishes to leave his or her employment before the end of the notice period, the employer should consider whether this wish may be granted.

### **13.3.5 Damages in the event of salaried employee failing to observe the notice period**

If a salaried employee leaves his or her employment before the end of the notice period, the employer is entitled to damages for the economic harm and inconvenience thus caused.

Such damages shall be at least equal to the amount that corresponds to the salaried employee's salary during the part of the notice period that the employee has failed to observe.

### **13.4. Certificate of employment**

After notice of termination has been given, the salaried employee has the right to receive a certificate of employment stating:

- the time that the employee has been employed,
- the tasks performed by the employee, and
- if the employee so requests, an evaluation of the manner in which the work has been performed. The employer shall provide the certificate of employment to the employee no later than three weeks after the employee's request.

### **13.5 Order of redundancy on production cutbacks and rehiring**

#### *Note*

The text in 13.5.2 and 13.5.3 is taken from the Main Agreements on skills development, transition and employment protection. If the rule in the Main Agreements is changed or ceases to be effective for this agreement sector, the same applies in respect of identical rules in 13.5.2 and 13.5.3.

#### **13.5.1**

Decisive factors to take into account include current long projects or specific skills for the project. The employees' skills, the competence needed and expertise shall be taken into account. The market situation and other circumstances that will affect the

company's future direction and operations shall also be taken into account.

### **13.5.2**

In the event of personnel cutbacks, the local parties should assess the employer's requirements and needs in terms of staffing. If these needs cannot be met by applying the law, the determination of the order of redundancy shall deviate from the provisions of the Employment Protection Act.

The local parties shall then select employees to be laid off in a way that takes into special consideration the employer's need for competence and the employer's ability to conduct competitive operations and thus provide continued employment.

On request by either party, the local parties are expected to enter into an agreement establishing the order of redundancy by application of § 22 of the Swedish Employment Protection Act and the deviations from the act required.

The local parties may also, deviating from the provisions of §§ 25–27 of the Employment Protection Act, enter into an agreement on the order of rehiring. The same criteria as mentioned above shall apply to such agreement.

It is incumbent on the local parties, on request, to conduct negotiations as described in the preceding paragraphs and to confirm in writing any agreements made.

If the local parties cannot agree, the central union parties are entitled, if either so requests, to enter into an agreement in accordance with the above guidelines.

Prior to the negotiation of the issues taken up in this section, the company is required to provide the relevant information to the local and the union parties to the agreement.

#### ***Note***

In the absence of a local or central agreement as provided for above, termination due to shortage of work or rehiring may be tried in accordance with law, subject to the applicable negotiation procedure.

The Confederation of Swedish Enterprise and PTK note that all

the relevant PTK unions have agreed that existing local union associations at companies and representatives appointed by employees within the PTK sector can, concerning this agreement and issues related to personnel cutbacks as set out in the agreements with the employer on general terms and conditions of employment, be represented by a joint body, PTK-L. This body shall be deemed to be “the local employee party” in the said agreements. PTK-L shall also be deemed to be “the local employee organisation” as described in the Employment Protection Act.

### **13.5.3**

If an agreement on the order of redundancies due to shortage of work cannot be reached, the employer may exempt three employees within the affected operational unit and agreement sector. Those exempted have priority for continued employment.

An employer with only one operational unit, when applying the first paragraph, may instead choose to exempt a total of four employees for all agreement sectors.

Regarding the situation where several operational units have been consolidated into a common order of redundancy through the application of § 22 third paragraph of the Employment Protection Act, the number, when applying the first paragraph, shall be three employees plus one employee per operational unit included in the consolidation, other than the first operational unit, per agreement sector.

Alternatively, in accordance with the regulations in the first, second and third paragraphs, before the order of redundancy list is established an employer at the affected operational unit and agreement sector may exempt 15 percent of the employees who will ultimately have their employment terminated on the grounds of shortage of work. Exemptions according to this paragraph may cover a maximum of 10 percent of the employees at the affected operational unit or operational units, per agreement sector.

An employer who has exempted one or more employees from redundancy on the grounds of shortage of work in accordance with the first, second, third or fourth paragraph may not exempt additional employees at the affected operational unit and agreement sector from redundancies occurring within three

months thereafter.

*Note*

This provision replaces the provision in § 22 second paragraph of the Employment Protection Act, known as the “two exemptions”.

The term “agreement sector” in this provision refers to the categorisation between workers and salaried employees.

What constitutes an operational unit is not regulated in this provision. The definition of an operational unit is found in § 22 third paragraph of the Employment Protection Act, which is a discretionary provision.

The term “employees who will ultimately have their employment terminated on the grounds of shortage of work” refers to all employees whose employment is terminated on the grounds of shortage of work. This includes, in addition to those laid off by the employer, employees whose employment is otherwise terminated on the grounds of shortage of work, e.g. where employment ends by individual agreement – through early retirement and the like.

Regarding the percentage rule, mathematical rounding is to be applied.

The exempted employees shall, according to the employer, be of particular significance for the continued operations. The employer’s assessment in this matter cannot be legally challenged.

The possibility of exempting employees from the order of redundancy does not apply, according to the fifth paragraph of this section, in cases where the employer has previously, within a three-month period, laid off employees within the affected operational unit and agreement sector on the grounds of shortage of work and used the exemption option at that time. An employer who has terminated the employment of one or more employees on the grounds of shortage of work and exempted employees from the order of redundancy at that time may therefore only exempt employees from the order of redundancy in the case of a

“new” shortage of work within an operational unit and agreement sector that has been affected after three months have passed since the first termination of employment was executed. Otherwise, the employer may be liable for damages for violating the order of redundancy rules. This applies only in cases where the employer has actually used the option to exempt employees from the order of redundancy in the earlier layoffs due to shortage of work. The term “affected operational unit and agreement sector” in this provision refers to the operational unit and agreement sector where an employee has been laid off on the grounds of shortage of work. In the case of consolidation, it means that the barrier in the fifth paragraph of this section only affects operational units and agreement sectors where an employee has actually been laid off on the grounds of shortage of work.

## **§ 14 Flexible Pensions in Service Companies**

As specified in Appendices 2 and 3, the rules on “Contributing to Flexpension in Service Companies” and “Agreement on Part-Time Working for Pension Purposes” apply.

## **§ 15 Conciliation Board**

### **Duties of the Conciliation Board**

On request by either party, a Conciliation Board may be established:

- to provide recommendations on issues that a central party has referred to the Board with respect to the application and interpretation of existing agreements.

Matters received by the Conciliation Board shall be considered without delay.

### **Composition of the Conciliation Board**

The Board shall be made up of four members, of whom the employer side is to choose two, and the employee side two. The Board shall appoint from among its members a chairman and a vice chairman.

## **§ 16 Term**

If either of the parties has terminated the agreement or agreed to defer the notice of termination period, such termination or agreement is to automatically apply to the affected agreement area, unless otherwise agreed by the parties.

The term of this Agreement is from 1 May 2023, inclusive, to 30 April 2025, inclusive. The agreement applies thereafter until further notice, subject to seven days' notice of termination by either party.

Stockholm, 22 May 2023

Competence Agencies of Sweden

Patrik Eidfelt

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## *Appendix 1*

# **Agreement on Provisions for Working Hours for Salaried Employees**

## **§ 1 Scope of the agreement**

### **1.1 Area of application**

This agreement applies to salaried employees covered by the Staffing Agreement. These salaried employees are exempted from application of the Swedish Working Hours Act (SFS 1982:673) in its entirety.

The parties agree that this agreement is within the scope of the Council Directive 2003/88/EC, which aims to provide security and health to employees in the scheduling of working hours.

The term salaried employee union in this agreement shall be understood as the local union organisation.

### **1.2 Exceptions**

The provisions of §§ 2–5 do not apply to salaried employees who perform work under such conditions that it cannot be considered the employer's duty to oversee how the work is arranged or who are entrusted themselves to arrange their working hours.

### **1.3 Individually agreed exceptions**

Salaried employees who enter into an agreement that the right to overtime compensation shall be replaced by a longer vacation and/or a higher salary, may enter into an agreement that they shall be excepted from the provisions of §§ 2–5 of this agreement (provisions regarding regular working hours, overtime, on-call hours and notes recording of overtime and on-call hours).

## **§ 2 Regular working hours**

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

Regular working hours may not exceed 40 hours on average per week without public holidays, over a period of limitation of three months.

In the case of salaried employees performing intermittent three-shift work, regular working hours may not exceed 38 hours on average per week without public holidays per year.



In the case of salaried employees performing continuous three-shift work, regular working hours may not exceed 36 hours on average per week without public holidays per year.

## **2.2 Local agreement on different period of limitation**

An agreement in writing on a period of limitation of no more than twelve months may be entered into between the employer and the salaried employee union. Such an agreement may apply to a specific salaried employee or group of salaried employees.

Notice of termination of such an agreement shall be given no later than three months before the end of the term.

### **Individual agreement**

The employer and an individual salaried employee may in particular circumstances enter into an agreement on a period of limitation of no more than four months or on a different scope for regular working hours. If the period of limitation is fixed for a period longer than two months, such an individual agreement may be terminated one month before the end of the period of limitation.

#### ***Comment:***

*The central parties agree that it is possible to apply different durations of working hours in different parts of the year.*

## **2.3 Scheduling working hours**

During scheduling of working hours, both the needs of the organisation and the needs and wishes of the salaried employees shall be taken into account. The aim shall be, as far as possible, to take into account the ability of the salaried employee to combine work with family and other social life.

The individual salaried employee is entitled to have his or her wishes concerning the duration and scheduling of his or her working hours taken into account by the employer. If the salaried employee's wishes cannot be accommodated, the employer shall on request state the reasons for why they cannot. The individual salaried employee's wishes shall also be weighed against the needs and wishes of other salaried employees.

The employer shall inform the salaried employee as to changes in the employee's working hours a month prior any such changes are to take place.

### **2.3.1 Scheduling of working hours for outplaced salaried employees**

Regular working hours for outplaced salaried employees are to be scheduled according to the tasks concerned. Decisions as to the scheduling of working hours shall be communicated in such good time as is possible.

## **§ 3 Overtime**

### **3.1 Overtime work**

Overtime work shall be understood as work that has been performed outside the regular working hours for a salaried employee if the overtime work has been ordered in advance or if the overtime work has been approved subsequently by the employer.

The time required to carry out necessary preparatory and finishing work that normally forms a part of the salaried employee's work, is not regarded as overtime work.

When calculating overtime work performed, only full half-hours are included in the calculation.

If the overtime work has been performed before as well as after regular working hours during a particular day, the overtime periods shall be added together.

Work performed outside regular working hours by part-time salaried employees that is compensated as extra hours for part-time employees, as specified in the Staffing Agreement, is not deducted from the overtime allowance.

### **Individual agreement on different period of limitation**

Employers and salaried employees may enter into an agreement that overtime shall be calculated according to a different period of limitation.

Compensation for overtime shall then be paid, for example, as

for “overtime work at other times”, as specified in the Staffing Agreement. Any such individual agreement shall apply until further notice, subject to a three months’ notice of termination.

### **3.2 General overtime**

Where particular needs arise, general overtime may be worked for a maximum of 200 hours per calendar year. In calculating overtime, leave scheduled for the employee’s regular working hours or on-call hours shall be equated with working hours performed.

### **3.3 Recrediting of overtime**

Where overtime work is compensated with compensatory leave as specified in the Staffing Agreement, a corresponding number of hours is to be recredited to the overtime allowance as specified in 3.2 above (general overtime).

Over a calendar year, no more than 100 hours may in this manner be recredited to available overtime, unless otherwise agreed by the employer and the salaried employee union.

*Example:*

*A salaried employee performs overtime work, four hours, on a working day evening. These overtime hours are deducted from the overtime allowance as specified in 3.2.*

*Agreement is entered into to the effect that the salaried employee shall be compensated by time off (compensatory leave) for 6 hours (4 hours x 1.5 hour = 6 hours compensatory leave).*

*When the compensatory leave has been taken, the 4 overtime hours that have been compensated by compensatory leave shall be recredited to the overtime allowance as specified in 3.2.*

### **3.4 Additional overtime**

In addition to that which has been stated above, additional overtime may in particular circumstances be worked during the calendar year to a maximum of 100 hours by agreement between the employer and the salaried employees’ union.

### **3.5 Emergencies**

If a natural disaster or accident or occurrence of other comparable nature, that was not foreseeable, causes an interruption in the

activities or entails an immediate danger of such interruption or damage to life, health or property, overtime that has been worked on account thereof shall not be included in the calculation of overtime as specified in 3.2 (general overtime) and 3.4 (additional overtime) above.

#### **§. 4 On-call hours**

##### **4.1 Scope of on-call hours**

If, due to the nature of the organisation, it is necessary for the salaried employee to be available to the employer at the workplace to perform work when the need arises, on-call hours may be worked for no more than 48 hours over a period of four weeks or 50 hours over one calendar month. Time when the salaried employee is performing work on behalf of the employer is not considered on-call hours.

##### **4.2 Local agreement on a different period of limitation**

The employer and the salaried employee union may enter into an agreement in writing on a different period of limitation for on-call hours with respect to a specific salaried employee or group of salaried employees.

Any agreement as specified in the preceding paragraph shall apply until further notice, subject to a three-month notice of termination.

#### **§ 5 Recording of overtime, extra hours for part-time employees and on-call hours**

The employer shall keep the records that are required to calculate overtime as specified in § 3 and on-call hours as specified in § 4. In the same way, records are to be kept concerning extra hours for part-time employees.

The salaried employee, the salaried employee union or representatives of the central employee union are entitled to review these records.

#### ***Comment:***

*With regard to salaried employees who are excepted from §§ 2–5, it is also of mutual interest for employer and salaried employee union to have information about the total scope of the working hours for such employees.*

*The salaried employee should continuously inform the employer of the scope of the working hours. This shall be performed in a manner considered appropriate by the employee and the employer. If the salaried employee union so requests, it shall be provided with the opportunity to review this information.*

#### **§ 6           Aggregate working hours**

The aggregated working hours may total no more than 48 hours on average per week during a period of limitation of four months.

By local agreement it may be decided that the calculation period shall instead be a different fixed or rolling period of no more than 12 months.

Calculation periods longer than four months require the employees affected to be compensated with leave or provided with appropriate protection.

In calculating the aggregated working hours, vacation and sick leave during the period when the employee would otherwise have worked shall be equated with working hours performed.

#### ***Comment:***

*Total working hours include regular working hours, overtime (including emergency overtime), extra hours for the part-time employed and on-call hours.*

#### **§ 7           Night-time working**

Night shall be understood as a period of no less than 7 hours in the period between 22.00 and 06.00. Night-time workers shall be understood as employees who normally perform no less than three hours of their work period during night time and employees who probably will perform one third of their yearly working hours at night.

Working hours for night-time working salaried employees may in each period of 24 hours not exceed eight hours on average over a calculation period of four months.

Night-time working employees whose work involves particular risks or major physical or mental effort may not work more than eight hours within the 24-hour period in which they perform night-time work. A temporary deviation is permitted if caused by any particular condition unforeseeable by the employer. Such a

deviation may only be made on the condition that the employee is provided the equivalent compensatory leave.

Deviation from the second paragraph is permissible by local agreement on the condition that the salaried employee is compensated with leave or provided with appropriate protection.

Vacation and sick leave during the period when the salaried employee would otherwise have worked, shall be equated with working hours performed.

## **§ 8 Work breaks and meal breaks**

### **8.1 Work breaks**

When the working day is longer than five hours, the salaried employee is entitled to a work break.

Deviations are permitted via local agreements. Such deviations require the salaried employee concerned to be compensated with leave or provided with appropriate protection.

The employer shall specify in advance the length and scheduling of the work breaks as exactly as circumstances permit.

The number, length and scheduling of the work breaks shall be adequate in view of the working conditions. During work breaks, the salaried employee has the right to leave the workplace, as breaks are not paid working hours.

#### ***Comment:***

*In a good work environment, it is possible during the working day to take breaks in addition to the work breaks.*

### **8.2 Meal breaks**

Work breaks may be exchanged for meal breaks at the workplace if it is necessary in view of the working conditions or in view of illness or other event not foreseeable by the employer. Such meal breaks are part of working hours.

## **§ 9 Rest**

### **9.1 Daily rest**

Salaried employees shall be provided with at least 11 hours' continuous rest per 24-hour period. The rest should be scheduled at night, that is to say the period 00.00–05.00 shall be included.

Temporary deviations may be made if caused by particular circumstances not foreseeable by the employer, provided that the salaried employee is compensated with corresponding leave.

A deviation may be made by local agreement on the condition that the salaried employee is compensated with leave or is provided with appropriate protection.

***Comment:***

*Deviations from the daily rest period require the salaried employee to be given extended rest periods that are hour for hour equal to the deviation. The extended rest period shall if possible be scheduled to connect with the same work period as the interrupted rest period.*

*If the employer decides to schedule the corresponding rest period in working hours, no salary deduction shall be made.*

**9.2 Weekly rest**

The salaried employee shall be provided with no less than 36 hours of continuous leave in each seven-day period.

Temporary deviations may be made if caused by particular circumstances not foreseeable by the employer, provided that the salaried employee is compensated with corresponding leave. The leave shall, if possible, be scheduled for the end of the week.

By local agreement it may be established that the rest shall be calculated as an average over a period of two weeks.

Other deviations from the first paragraph may be made by a local agreement on the condition that the salaried employee is compensated with leave or is provided with appropriate protection.

If the employer decides to schedule the corresponding rest period in working hours, no salary deduction shall be made.

**§ 10 Negotiation procedure**

The Agreement as to Negotiation Procedure in Legal Disputes, Appendix 4, also applies to this Agreement.

**§ 11 Termination of agreements**

Agreements as specified in this agreement may be terminated by

the parties to the respective agreement.

If either party wishes a local agreement or the right to enter into a local agreement to remain in effect, that party shall forthwith request negotiations to that effect to be conducted during the notice period.

The central parties may extend the notice of termination period for a local workplace agreement to allow completion of negotiations prior to the expiry of the agreement. In the last instance, the issue whether the agreement is to remain in effect may be referred to the Conciliation Board for consideration.

## **§ 12        Term**

The provisions of this agreement as to working hours are valid over the same term as the Staffing Agreement.

If the working hours agreement ceases to apply, agreements entered into on the basis of the former agreement shall also cease to apply.



## *Appendix 2*

# **Contributions to Flexpension in Service Companies**

## **General rules**

§ 1 The parties have agreed to introduce a system for Flexpension in Service Companies within the agreement area. This agreement applies to all salaried employees who are covered by the agreement on general terms and conditions and to whom the provisions as to retirement pensions in the ITP agreement are, or could have been, applicable, and constitutes a collective funding of a flexible pension system.

This means that the employer will as of 1 November 2017 pay a supplementary premium to the ITP plan for salaried employees who have reached the age of 25 but not 65 years, as specified in subs. 7.2 in Section 1 and subs. 6.4 in Section 2 of the ITP plan. As of 1 January 2023 supplementary premiums will be paid up to the age of 66 years for salaried employees covered by ITP 1.

§ 2 The supplementary premium shall be paid to Collectum as of 1 November 2017 and thereafter on a monthly basis. Any increase of the supplementary premium shall take place at the future dates of pay reviews in the collective bargaining agreement and in accordance with the procedures applicable with respect to supplementary premiums in the ITP-1 plan and ITPK within the ITP-2 plan.

The premium shall supplement the insurance for ITP 1 or ITPK that the salaried employee has in his or her employment with the employer.

### ***Note 1***

*If during the build-up phase of the system, the pay review date under the collective bargaining agreement is earlier than the pay review date in the sector pay-setting agreement, the increase in the supplementary premium shall take place at the time of the pay review in the sector pay-setting agreements.*

As far as possible, Collectum shall be assisted by the parties

with information as to which employers are to make contributions to Flexpension in Service Companies.

§ 3 The premiums for Flexpension in Service Companies as of the 2017 agreement negotiations shall be gradually stepped up with a delay of one year in relation to the pay-setting federations' agreements within the Confederation of Swedish Enterprise.

The parties further agree that Flexpension in Service Companies is to be stepped up to the same level as applies for the pay-setting federations within the Confederation of Swedish Enterprise with a three-year delay, although subject to a maximum of 2%. This means that when these pay-setting federations stop their contributions to Flexible Pensions, or when contributions have reached 2%, additional contributions shall be made to Flexpension in Service Companies over the three subsequent years so that the premium rates are the same, although subject to a maximum premium rate of 2%. The parties note that the difference in premiums at introduction of Flexpension in Service Companies is 0.7%.

Should the scope for salary increases in the future be significantly lower than the scope in the previous year, the parties shall take up negotiations to delay entirely, or partially, the agreed allocation for the year in question.

***Note***

*Every year that the premium rate in Flexpension in Service Companies is stepped up, the scope for pay increases relative to the pay-setting federations' costs benchmark decreases to a corresponding extent.*

The costs of waiver-of-premium insurance in Alecta, and the premium transfer to Collectum and the insurance companies, together with administration costs, shall be charged to the allocated premiums.

Compensation for waiver-of-premium insurance is to be paid in accordance with Collectum and Alecta's terms for supplementary premiums to ITP 1 and ITPK.

§ 4 Employers contracted to the Flexpension in Service Companies scheme can decide whether salaried employees at their company shall be able to opt out of contributing to Flexible Pensions.

The salaried employee's fixed cash salary is increased at the time of opt-out by the corresponding current rate of the collective premium at that time. Time of opt-out shall be understood as the time at which notice of opt-out submitted takes effect.

Such opt-outs are applicable for the current employment at the employer, i.e., the legal person.

An opt-out does not affect previously paid premiums to Flexpension in Service Companies.

If the employer has decided that salaried employees at the company may choose to opt out, a salaried employee wishing to do so may notify his or her employer of his or her wish to opt out of contributions to Flexible Pensions, in the following instances:

- A newly-hired salaried employee at the company may state that he or she chooses to opt out no earlier than on the day of appointment and no later than two months thereafter.
- A salaried employee at the company who through transfer of business joins the system for Flexpension in Service Companies may state that he or she chooses to opt out no earlier than when the regulation regarding the contribution enters into force and no
- later than two months thereafter. A salaried employee at a company which, by being bound to a collective bargaining agreement, joins the Flexpension in Service Companies system may, as specified in § 7, first paragraph, state that he or she chooses to opt out no later than two months from the time of becoming bound to the agreement.
- A salaried employee at a company who, by being bound by a collective bargaining agreement, joins the Flexpension in Service Companies system may, in accordance with § 7, second paragraph, state that he

or she chooses to opt out no earlier than when the regulation regarding the contribution enters into force and no later than two months thereafter.

**Note 1**

*At commencement of the employment, it is possible for the employer in the employment contract to state the agreed salary and Flexpension in Service Companies, as well as what the salary would be if the event of an opt-out from Flexpension. If a salaried employee chooses to opt out from contributing to Flexpension, notice to that effect may only be given at commencement of employment.*

**Note 2**

*In the event that a newly-hired salaried employee is granted a vacation in the June to August period, and this period falls wholly or partly within the framework of the two months that allows the salaried employee to choose to opt out from a provision for Flexpension, the opt-out period is extended by the corresponding number of calendar days.*

**Note 3**

*When an employee has given notice of opting out, the opt-out shall take effect from the first day of the first calendar month in the two-month period during which opt-out may be made. This means, for example, that an employee who signs up to the collective bargaining agreement on 15 March may give notice of his or her decision to opt out in the period of 15 March to 15 May, and their decision will take effect on 1 March. The employee's salary will be increased, from the time of the opt-out, by the collective premium rate applicable at the time.*

Exceptions from the above points apply to salaried employees who have not turned 25 when the opportunity to notify a decision to opt out from contributing to Flexpension comes into effect no earlier than when the employee turns 25 and no later than two months thereafter.

The employer shall document that the employee has chosen to opt out from contributing to Flexpension in Service

Companies as specified in these rules, and then report such to Collectum. Should any query arise, the employer is obliged to show that the employee has chosen to opt out.

**Note 4**

*The employer may change its position as described in this paragraph by taking a new decision. If such takes place, and the effect of the employer's decision is that the employee has the opportunity to opt out from contributing to Flexpension in Service Companies, this shall apply on the condition that the above-mentioned deadline(s) permit this. If the effect of the employer's decision is that the employee is no longer able to opt out, the previously granted opt-out applies unless otherwise agreed as specified in § 5 below.*

**Note 5**

*The parties agree that opting out shall be the salaried employee's own decision and therefore may not be conditional in relation to benefits in employment beyond what is governed by this agreement. Also, the employer may not in any other way generally assume individual opt-outs at the company.*

- § 5 Salaried employees who have opted out of contributing to Flexpension in Service Companies and so have received the collective premium current at the time of the opt-out as salary, may with the employer's agreement retract the opt-out and instead receive the current collective premium as a pension premium. How the pension premium as per the collective level is to be deducted against salary is determined by agreement between salaried employee and employer.
- § 6 Salaried employees who have chosen not to opt out of contributing to Flexible Pensions in Service Companies may enter into individual agreements with the employer on contributions additional to those specified in the agreement on Flexpension in Service Companies. Such individual agreements apply for as long as and in the way that the salaried employee and the employer have agreed.

If an individual agreement as referred to in the first paragraph above ceases, the individually agreed additional contribution shall be paid as salary to the salaried employee.

**Note 1**

*The parties to this agreement on Flexpension in Service Companies shall endeavour to ensure that such additional contributions shall be made within the framework of the ITP pension plan to ITP1 or ITPK.*

**Note 2**

*Salary swap systems applied without connection to Flexpension in Service Companies are not affected by this arrangement.*

- § 7 Companies already covered by another flexible pension system at the time of being bound to the collective bargaining agreement shall continue to step up the company's premium rate, regardless of how that rate has been established within the scope of centrally contractual arrangements for Flexpension/part-time pension, with the contributions made as specified in the Flexpension in Service Companies scheme until the company reaches the full premium rate for Flexpension in Service Companies of 2%, as specified in § 3.

**Note 1**

*When the relevant central collective bargaining agreement stipulates that part of the pot for salary increase is used for further contributions to Flexpension in Service Companies, such contributions shall instead be paid out as salary when the full premium rate of 2% has been attained in the company.*

In addition to which is stipulated in § 3, the following applies to those companies not previously bound by flexpension systems at the point in time of being bound by the collective bargaining agreement:

- 12 months after the company has signed up to the collective bargaining agreement, the company

shall pay 10% of the premium rate that applied at the time of signing up. 24 months after the company has signed up to the collective bargaining agreement, the company shall pay an additional 20%, in total 30%, of the premium rate that applied at the time of signing up.

- 36 months after the company has signed up to the collective bargaining agreement, the company shall pay an additional 20%, in total 50%, of the premium rate that applied at the time of signing up.
- 48 months after the company has signed up to the collective bargaining agreement, the company shall pay an additional 25%, in total 75%, of the premium rate that applied at the time of signing up.
- 60 months after the company has signed up to the collective bargaining agreement, the company shall pay an additional 25%, in total 100%, of the premium rate that applied at the time of signing up.

In addition to the above-mentioned phasing-in of the premium rate linked to the time of signing up, the company must also state the scope for salary increases according to the respective salary agreement and any additional contributions to Flexpension in Service Companies as stipulated in the current agreement.

The company may choose to introduce contributions to Flexpension in Service Companies for all salaried employees at the company at a faster rate than specified in this paragraph, which must not result in any deduction from the scope for wage increases in the current wage agreement. Furthermore, any such early increase in the premium will not be considered as an individual agreement on additional contributions in the framework of the flexpension

agreement.

### **Note 2**

*With regard to a business, or part of a business, that is transferred from one employer to another by a transfer of business as referred to in § 6b of the Swedish Employment Protection Act, the following applies when the acquirer is bound by a collective bargaining agreement on Flexpension in Service Companies and the transferor and acquirer have built up their respective premium rates differently: When the acquirer's collective bargaining agreement becomes applicable to the salaried employees who have been taken over, the premium rate for Flexpension in Service Companies as specified in the acquirer's collective bargaining agreement applies.*

### **Supplementary premiums to ITP 1**

- § 8 The supplementary premium is to be paid no earlier than from the month when the salaried employee reached the age of 25 years, and no later than up to and including the month before the salaried employee reaches the age of 65 years.
- § 9 The supplementary premium is to be calculated on the pensionable salary for pension benefits, as specified in ITP 1, subs. 6.

The supplementary premium is charged by Collectum to the employer on the same basis as for the premium for ITP 1. As of 1 January 2023 supplementary premiums are not charged for pay components that for a particular month exceed 30 income base amounts/12.

### **Supplementary premiums for ITPK and ITP 2**

- § 10 The supplementary premium shall be paid for salaried employees born in 1978 or earlier and for no longer than up to and including the month before the salaried employee reaches the age of 65 years.
- § 11 Calculation of the supplementary premium shall be based on the pensionable salary for pension benefits, as specified in ITP 2, subs. 3.



In the case of employees who have been granted part-time working for pension purposes, the employer shall also during this period continue to report income based on the previous degree of employment.

**Note 1**

*It is assumed that an agreement is reached as to how to the variable salary components are to be reported. Agreement is reached on the basis of the previous degree of employment, taking into account actual earnings, new degree of employment and any change in the payroll system.*

**Note 2**

*In the cases of outplaced salaried employees paid in accordance with the performance-based pay system, the income of the salaried employee will vary, and the parties agree as to the following interpretation, as ITP 2 Staffing is applied:*

*The employer and the salaried employee shall in the first instance agree as to which salary is to be reported to Collectum when the employee's hours are reduced as specified in the note to § 11 in the agreement on Contributions to Flexpension in Service Companies.*

*If no such agreement is reached, an upward adjustment will be based on a calculation of the average of the salaried employee's monthly income over the past three years. The adjustment will be calculated by multiplying the average monthly income calculated by the percentage reduction in working hours granted by the employer. When the salaried employee's hours are reduced, the employer will continue to report the salary according to the actual time worked, plus the upward adjustment calculated, to Collectum.*

*In the event that the employer and the employee agree as to a further reduction in working hours, a new agreement will be entered into as to the salary to be reported, or alternatively a new average calculation will be performed, as above.*

§ 12 The employer has the right to deregister salaried employees

who are on parental leave. Since such a period of leave with parental benefit is pensionable, the Confederation of Swedish Enterprise and PTK recommend employers to continue paying the premiums to ITP 2 during the first eleven months of the parental leave.

The parties to the agreement are therefore agreed that this recommendation should also apply to supplementary premiums to ITPK.

### **Rules on withdrawals**

§ 13 Withdrawals from pension insurance based on the supplementary premium for Flexpension in Service Companies shall be subject to the general terms and conditions applicable for withdrawals from ITP-1 and ITPK, respectively.

§ 14 Issues arising from interpretation and application of these terms and conditions shall be dealt with by the ITP Board to the extent that they concern issues where application follows the rules in the ITP plan. Other issues arising from the interpretation and application of this agreement shall be dealt with in accordance with the negotiation procedure in the collective bargaining agreement.

### **Employees not subscribed to ITP 1 or ITPK**

§ 15 In the case of salaried employees aged between 25 and 66 years (ITP 1) or 65 years (ITP 2) respectively for whom the ITP agreement is or could have been applicable but who do not have any current earned entitlement under ITP 1 or ITPK with the employer, the employer enters into individual agreement with the employee on how the contributions to Flexpension in Service Companies should be dealt with, in the light of current conditions. Such agreement may also be entered into between the employer and the local union organization.

§§ 4 and 5 also apply to salaried employees who have no current earned entitlement from ITP 1 or ITPK with the employer.

## **Joint information**

§ 16 In order to support the administration of Flexpension in Service Companies, the parties to the collective bargaining agreement shall produce joint information material. The informational material is to be distributed to the companies, the elected representatives and the companies' salaried employees.

### *Appendix 3*

#### **Agreement on part-time working for pension purposes**

Salaried employees have increased scope to request their employer for reduced working hours from the age of 62 years (salaried employees covered by ITP 2) or 63 years (salaried employees covered by ITP 1) respectively in order to facilitate Flexpension. A condition for such an agreement to be made, is that it must be possible taking reasonable account of the requirements and needs of the organisation.

Salaried employees wishing to exercise this right must apply in writing. The employer shall consider the application promptly and assess the possibilities of entering into an agreement on part-time working.

In the event that employer and salaried employee enter into an agreement that the salaried employee can reduce working hours, the employment becomes part-time employment from the point when the agreement takes effect, with the degree of employment stipulated in the agreement.

Where no agreement is reached as to reduced working hours, the employer shall notify the employee and his or her local union organisation (where there is a local branch/association at the company) accordingly, stating the reasons why an agreement could not be reached. Both local and central negotiations on the issue may subsequently be requested by the trade union with regard to the employee's application and the conditions affecting it. During negotiations, the employee's application will be regarded as concerning a reduction in hours to 80 percent.

If no agreement is reached in the negotiations, the company's assessment will continue to apply from then on. The failure to reach an agreement cannot be legally challenged, provided that the employer considered the application and gave its reasons for the decision, citing the requirements and needs of the organisation.

In the case of any salaried employee who has entered into an

agreement in accordance with the rules above and who is subscribed to ITP 2, the employer is to continue to report to Collectum the income from the employee's previous degree of employment.

However, this obligation ceases where a salaried employee accepts employment with another company or otherwise engages in activity of a financial nature that can provide the employee with income.

The right to priority to employment at a higher degree of employment as specified in § 25 a of the Swedish Employment Protection Act does not apply in the case of salaried employees who have reduced their working hours for pension purposes.

**Note 1**

*The parties agree that the agreement shall be adapted to the current statutory regulations governing pensions at any one time.*

**Note 2**

*It is assumed that an agreement is reached as to how to the variable salary components are to be reported. Agreement is reached on the basis of the previous degree of employment, taking into account actual earnings, new degree of employment and any change in the payroll system.*

**Note 3**

*In the cases of outplaced salaried employees paid in accordance with the performance-based pay system, the income of the salaried employee will vary, and the parties agree as to the following interpretation, as ITP 2 Staffing is applied:*

*The employer and the salaried employee shall in the first instance agree as to which salary is to be reported to Collectum when the employee's hours are reduced as specified in the note to § 11 in the agreement on Contributions to Flexpension in Service Companies.*

*If no such agreement is reached, an upward adjustment will be based on a calculation of the average of the salaried employee's monthly income over the past three years. The adjustment will be*

*calculated by multiplying the average monthly income calculated by the percentage reduction in working hours granted by the employer. When the salaried employee's hours are reduced, the employer will continue to report the salary according to the actual time worked, plus the upward adjustment calculated, to Collectum.*

*In the event that the employer and the employee agree as to a further reduction in working hours, a new agreement will be entered into as to the salary to be reported, or alternatively a new average calculation will be performed, as above.*

## *Appendix 4*

### **Agreement as to negotiation procedure for legal disputes**

#### **Scope**

This negotiation procedure applies to all salaried employees who are employed at companies bound by the collective bargaining agreements on general employment terms and conditions, with the exception of salaried employees who, in view of the nature of their tasks and terms of their employment, are deemed to hold management or equivalent positions.

#### **Limitation of negotiation**

Any party wishing to claim damages or other performance under the law, collective bargaining agreement or individual agreement, shall, unless otherwise stipulated in the current collective agreement, call for negotiations within four months from the date the party became aware of the circumstance on which the claim is based. The negotiation must, however, be requested within no later than two years of the occurrence of such circumstance.

If a party does not request negotiations within the prescribed time, that party shall lose its right to negotiations.

#### **Note**

*The parties agree that all disputes in which the employment relationship is a fundamental condition for the legal claim are to be covered by this negotiation procedure.*

*Employers intending to bring a legal claim against a union or member bound by a collective bargaining agreement, in which the employment relationship is a fundamental condition for the claim, must first observe this negotiation procedure.*

*Individual salaried employees have the option to bring the claim without previous negotiations according to the negotiation procedure, or without completing central negotiations according to the negotiation procedure.*

*Where the dispute is based on the Swedish Employment*

*Protection Act or an issue related to a collectively-agreed form of employment, the Swedish Employment Protection Act's prescription periods shall apply instead of the prescription periods specified in this negotiation procedure, subject also to what is provided in the following with regard to prescription periods to be observed between local and central negotiations.*

### **Local negotiations**

Negotiations shall in the first instance be conducted between the local parties (the employer and the local union organisation).

Negotiations shall begin at the earliest opportunity and no later than within two weeks from the date the request for negotiations was confirmed, unless the parties agree otherwise.

### **Central negotiations**

On conclusion of local negotiations, the party that had called for the local negotiations and wishes to pursue the issue further shall refer it to central negotiations.

A request for central negotiations shall be made in writing and submitted to the counterparty's organisation within the following periods from the date when the local negotiations were concluded;

1. within two weeks for negotiations concerning a legal dispute as to voiding an employment termination or immediate dismissal, or declaring a fixed-term employment unlawful and that the employment instead shall instead be made permanent, and within two months for other legal disputes.
- 2.

A party failing to do so loses the right to negotiations.

Central negotiations shall begin at the earliest opportunity and no later than within two weeks from the date when the request for negotiations was confirmed, unless the parties agree otherwise.

### **Legal settlement**

If a legal dispute concerning the law, a collective bargaining agreement or an individual agreement has been the subject of central negotiations without being resolved, a party may refer the



dispute for legal settlement within three months from the day when central negotiations are concluded. A party who fails to do so loses the right to bring court proceedings.

**Term**

This negotiation procedure applies until further notice, subject to a notice of termination period of six-months. However, it may not be terminated before expiry of the collective bargaining agreements as to general employment terms and conditions.

**Note**

*This negotiation procedure does not affect the regulations as to prescription periods and the employer's obligations to request negotiations pursuant to §§ 34, 35 and 37 of the Employment (Co-Determination in the Workplace) Act.*

## *Appendix 5*

# **Agreement on continuing competence development**

## **1 Aim**

The competitiveness of companies within the service sector is becoming increasingly dependent on skilled employees. In order for an organisation to develop, continuous and systematic development of employee competence is important.

Competence is the ability to perform a task. In order to perform a task, an individual needs several characteristics.

Competence is a complex term that encompasses a number of human resources.

- **Knowledge**  
Knowing facts and methods
- **Skills**  
Being able to do, handle tools
- **Contacts**  
Social abilities, contact network, influence
- **Attitudes/values**  
Wanting to do, correctness, taking responsibility
- **Experience**  
Learning from mistakes and successes
- **Supervision/Leadership**

Competence development may to a major extent be performed directly at the workplace via a flexible work organisation where theory meets practice.

Continuing competence development in companies and their employees creates the conditions for profitability and greater security of employment.

Systematic competence development shall take place in addition to the competence development created during the performance of tasks at client companies.

## **2. Rights and responsibilities**

All employees have both a right and a responsibility to develop continuously in their work. The company shall provide the conditions enabling this to take place. Women and men shall have the same opportunity for continuing competence development.

Continuing competence development shall be understood as all measures that contribute to developing one or more aspects of an individual's competence. In order for competence development to be possible, positive conditions must be in place, for example, with regard to the organisation of work, leadership and technology.

## **3. Development through co-operation**

The form that continuing competence development should take is a task for management. Continuing competence development is based on a long-term organisational analysis, performed by the company following consultation with the local union organisation/union representative at the company. The analysis requires the participation and commitment of every employee.

Plans for continuing competence development are to be produced and followed up on an ongoing basis with regard to the competition and external factors.

A survey of the individual employee's competence development needs and planning for the measures that are appropriate are to be carried out in co-operation with the employee.

Performance reviews and workplace meetings shall form the basis of planning for competence development.

## **4. Costs**

Competence development, ordered by the employer and agreed during performance reviews, shall be considered as work and compensated as specified in the current collective bargaining agreement.

## **5. Encouragement and reward**

Continuing competence development must be recognised, encouraged and rewarded. During pay-setting and salary reviews, a connection between performance and competence

should be regarded as natural.

Each manager should conduct performance reviews as a means of establishing a basis for assessment of development initiatives and salary-setting for the salaried employee.

***Information***

The parties have jointly developed the following material: The policy document “*Continuing competence development*”

The tool “*Competence analysis and the performance review*”

## *Appendix 6*

### **Co-operation within the Staffing Industry**

Activities based on outplaced salaried employees in the staffing industry depend on agencies outplacing employees at client companies.

A high level of outplacements is the single most important factor in an agency's profitability. In terms of the employment security of salaried employees, it is critical that the agencies they are working for are profitable. Consequently, employees at companies affiliated with the Competence Agencies of Sweden have a shared interest in increasing levels of outplacements. This applies not only to salaried employees who work in outplaced activities, but also to other employees in the company.

To facilitate outplacements of already employed personnel, it is critically important for the employees to possess the competence required. For that reason, continual development of the professional competence of outplaced salaried employees is of major importance.

The local workplace parties shall therefore jointly identify forms of co-operation in order to achieve the highest level of outplacement possible. The local workplace parties shall establish co-operative working groups for this purpose in the manner they find appropriate.

The co-operative working groups shall:

- strive for high levels of outplacement
- look into and propose measures to increase levels of outplacement
- look into and propose measures to broaden competence
- specifically monitor the measures needed for those with low levels of outplacement
- inform employees as to what they can do to increase their own and others' level of outplacement.

Co-operative working groups can operate for the entire company and/or at local level. The groups may be created for a geographical area or for salaried employees with the same types of assignment. The local workplace parties shall jointly identify

suitable arrangements for their co-operation.

Examples of measures that may increase levels of outplacement frequencies (not in order of importance):

- knowledge of the company's assignments
- knowledge of what generates profitability
- competence development
- competence broadening
- sales training
- marketing materials
- feedback as to positive and negative customer reactions
- co-operation between the individuals booked and booking out
- involvement in the sales process
- incentives for increasing demand for expanded or new assignments

## *Technical Appendix*

### **Calculation of Salaries for Outplaced Employees**

*(Technical Appendix, Joint Guidelines by the Competence Agencies of Sweden, the Swedish Union of Commercial Employees HTF, and the Swedish Union for Professionals)*

In the case of employees with monthly salaries and salaries according to the specific guarantee (i.e. salary for 167 hours), calculations of salary and salary deductions shall be based on the monthly salary. Other outplaced employees are guaranteed a monthly salary with performance supplement. The guaranteed monthly salary for a full-time employee is compensation for 133 hours of work over the first 18 months of employment and 150 hours for the period thereafter.

**Part-time workers** have a guaranteed salary corresponding to the degree of working, although subject to a maximum of 133 and 150 hours, respectively.

**Part-time employees** are guaranteed a salary corresponding to the degree of working.

The monthly salary shall be calculated as follows:

#### **Calculation of salary**

1. The salary for a calendar month or salary period, respectively, is the guaranteed monthly salary divided by 133 or 150 respectively and multiplied by the number of hours worked in the month/salary period.
2. Employees who are available to the employer for work over an entire month/salary period are guaranteed a salary for no less than 133 or 150 hours, respectively.  
In cases of absence, the guaranteed monthly salary is to be reduced by the number of hours the employee is absent.
3. The following absences are equated with time worked:
  - leave,
  - union duties during paid work time and
  - time when employees are not booked, provided that they have had reasonable cause to turn down an assignment as specified in the note to § 11.3.2.
4. (paragraph moved)



5. A performance salary supplement of 8 or 16%, respectively, is paid for hours actually worked, during regular working hours, of more than 133 and 150, respectively.

### **Sick pay**

6. Sick pay is calculated as the average of time in service over the three previous calendar months/salary periods, in relation to the average actual hours worked in addition to 133 or 150 hours, respectively. Sick pay is to be paid as 80 or 10% respectively of this amount, or alternatively as the amount specified in § 10 of the collective bargaining agreement for salaries over 10 times the price base amount (pba).

*When calculating the average salary, the guaranteed monthly salary and the performance pay for the three previous calendar months/salary periods are added together. The sum is divided by the number of booked and non-booked hours. The salary for non-worked time, such as, for example, sick pay and vacation pay, is not included.*

*The average salary calculated in this manner represents the basis of the sick pay calculation.*

*For full-time employees, sick pay is paid per hour for eight hours per sick day. For part-time employees, it is the average number of working hours per week is divided by five.*

*For 2022, salary over the salary ceiling is calculated as:*

$$\frac{10 \times \text{SEK } 48,300}{1} = \text{SEK } 40,250 \text{ per month}$$

*or*

$$\frac{10 \times \text{SEK } 48,300}{12 \times 167} = \text{SEK } 241 \text{ per hour}$$

*Comment: Salary limit of 10 price base amounts applies as of 1 January 2022.*

### **Vacation**

7. Vacation reduces the number of hours that the employee is guaranteed salary for and the number of hours that is the

limit for performance pay.

In the case of full-time employees, each day is counted as 8 hours, unless otherwise agreed.

### **Care of a child**

8. In the case of leave for the care of a child (“parental leave”) and for temporary care of a child, salary is not paid for the hours that the employee is absent. Absences for entire days for the care of a child reduce the number of hours for which the employee is guaranteed a salary and the number of hours that are the limit for performance pay. Absence for the temporary care of a child reduces the number of hours for which the employee is guaranteed salary but not the number of hours that are the limits for performance pay. For part-time employees, see below. Parental pay is to be calculated on the average salary that is taken as the basis for sick pay (see subs. 6 above).

### **Part-time workers**

9. Part-time workers work for the proportion of weekly full-time working that corresponds to their degree of working. Salary is to be calculated in the same way as for full-time employees.
10. Part-time workers with a degree of working in which the working hours are less than 133 and 150, respectively, per month are guaranteed a salary for the hours that correspond to the degree of working. Extra hours for part-time employees over and above to the measure of daily working hours is to be calculated according to § 4.4.1 of the collective bargaining agreement. For work over and above 133 and 150 hours, respectively, extra hours for part-time employees are not paid, but instead performance pay is as for full-time employees.

### **Overtime**

11. Overtime compensation and compensation for extra hours for part-time employees are not paid at the same time as performance pay. Overtime compensation is to be calculated in accordance with the rules in § 4.3.2 of the collective bargaining agreement, on the basis of current monthly salary upwardly adjusted by the amounts specified therein.

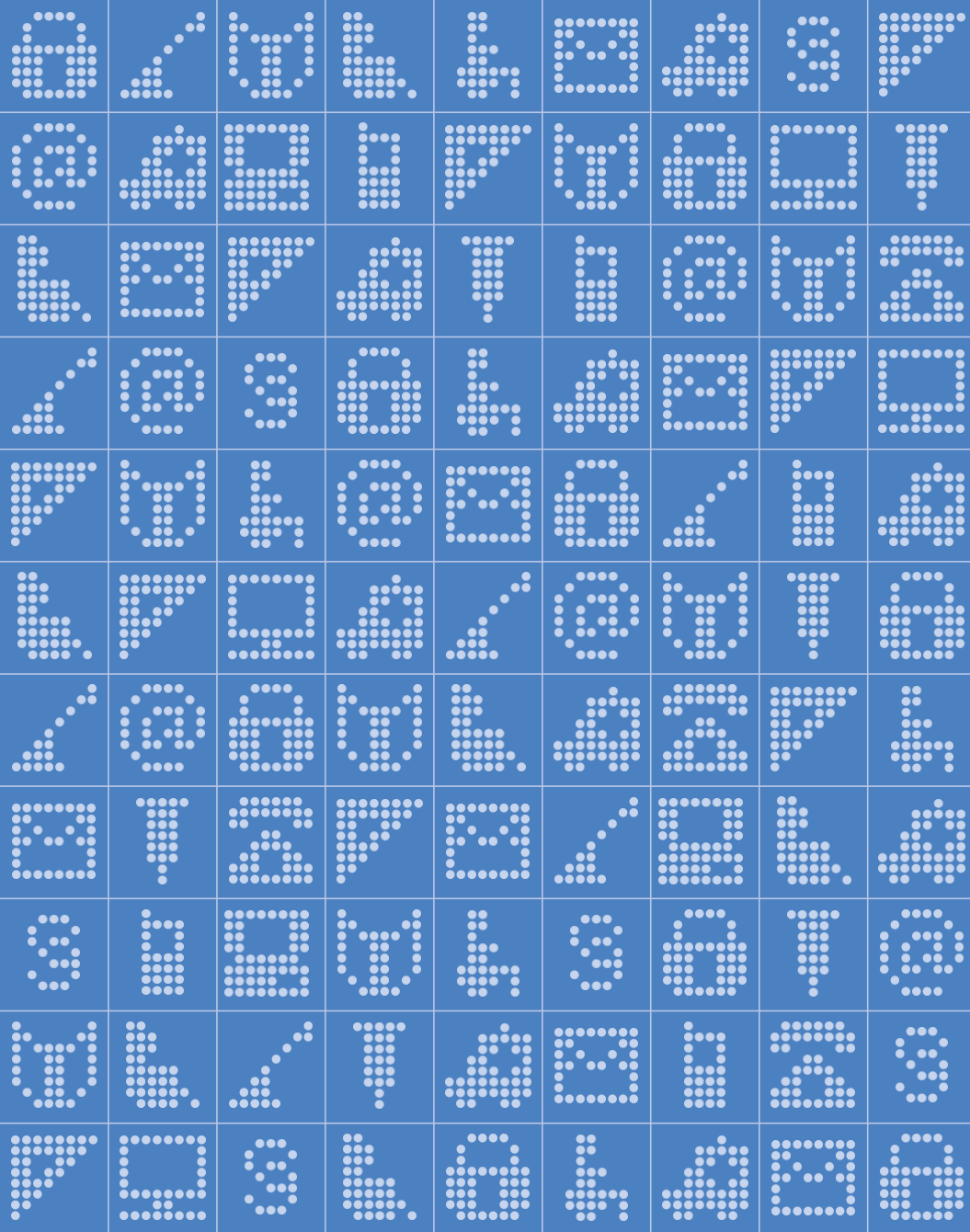
**Work during a part of a month**

12. Those employed for a part of a month are to receive salary and any performance pay for the hours worked in that month.









The agreement is available for  
downloading at  
[Arbetsgivarguiden.se](http://Arbetsgivarguiden.se)

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