3217 Arbetsgivaralliansen [The Swedish Employers' Alliance],
Non-Profit & Non-Governmental Organisations

2023-05-01–2025-04-30

General Terms of Employment

Updated 2023-05-29

UNIONEN

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Abbreviations

AD Labour Court

AFS The Swedish Work Environment Authority's Statute Book

EU The European Union

ITP Supplementary Occupational Pension for the Industrial and Trade Sectors

LAS The Employment Protection Act

LO The Swedish Trade Union Confederation

MBL The Co-Determination in Working Life Act

PBB Price Base Amount

PTK The Council for Negotiation and Cooperation

SemL The Annual Leave Act

SGI Sickness benefit qualifying income

Other agreements between the Parties

Applies to all employees

- Agreement on the Negotiation Procedure, Arbetsgivaralliansen – LO/PTK
- Main Agreement on Job Security, Transition and Employment Protection, Arbetsgivaralliansen – PTK
- Agreement on Transition and Skills Support - Arbetsgivaralliansen, the Swedish Performing Arts Association - PTK
- Standby Duty Agreement, Arbetsgivaralliansen – LO/PTK
- Agreement on Certain Special Measures for Workers exposed to Asbestos, Arbetsgivaralliansen – LO/PTK
- Cooperation Agreement, Arbetsgivaralliansen – LO/PTK
- Agreement on Occupational Injury Insurance (TFA) Arbetsgivaralliansen – LO/PTK
- Agreement on Occupational Group Life Insurance (TGL) Arbetsgivaralliansen – PTK

Applies solely to salaried employees

- Supplementary Occupational Pension Agreement (ITP) between Arbetsgivaralliansen – PTK
- Agreement on Social Security for Salaried Employees Working Abroad – PTK
- Agreement on Contributions to the Flex Pension Scheme
- Agreement on the Negotiation Procedure in the Event of a Legal Dispute

Minutes from the Negotiations, 2023-05-01 - 2025-04-30

Minutes from the Negotiations

Matter	Agreement on Salaries and General Terms of Employment, etc. for the Period 2023-05-01 – 2025-04-30 Agreement for Non-Profit and Non-Governmental Organisations in Arbetsgivaralliansen
Dates	2023-01-30, 2023-02-16, 2023-03-08, 2023-03-22, 2023-03-27, 2023-04-13, 2023-04-20, 2023-05-02
Location	The premises of the Swedish Employers' Alliance, Fleminggatan 7; the premises of Unionen; OPG, and Microsoft Teams
Parties	The Swedish Employers' Alliance's Industry Committee for Non-Profit and Non-Governmental Organisations, Unionen

These Minutes have been reviewed and signed by	Maria Arrefelt Molly Aulin
Present	
Representing Arbetsgivaralliansen's Industry Committee for Non-Profit and Non-Governmental Organisations	Jonathan Kibebe, Maria Arrefelt Maria Liljedahl
Representing Unionen:	Nicola Lewis Molly Aulin *Together with the delegation*

Section 1 Agreement

The Parties reach consensus on salaries and general terms of employment, etc. for the period 1 May 2023 to 30 April 2025.

Section 2 Salary Agreement

The Industry Committee for Non-Profit and Non-Governmental Organisations and Unionen reach consensus on a salary agreement for the period 2023-05- 01 – 2025-04-30, pursuant to Appendix 1.

Section 3 General Terms of Employment and Negotiation Procedure - Industry Agreement

The parties agree to the extension of the Industry Agreement for Non-Profit and Non-Governmental Organisations, with additions and amendments pursuant to Appendix 2.

Section 4 Other agreements

Other agreements between the parties (listed in the industry agreements) pursuant to Appendix 3 apply, together with their respective periods of validity and notice periods.

Section 5 Flex Pension Scheme

In accordance with and pursuant to the principles set out in the agreement of 30 June 2017, an additional 0.2 per cent is to be contributed to the Flex Pension Scheme, starting on 1 May 2024.

This contribution thus amounts to a total of 1.3 per cent as of 1 May 2024.

In the minutes from 27 March 2023, the Parties adapted the Flex Pension Scheme Agreement, whereby the changes are to be introduced in the contract published in connection with the union agreement.

Section 6 ITP age

In the minutes of 27 March 2023, the Parties adapted the interpretation of the ITP age as of 1 January, whereby the changes are introduced in the contract published in connection with the union agreement (see also Appendix 2, Editorial Changes, Section 2, Clause 4)

Section 7 Working groups:

In the 2023 contract negotiations, the Parties have found that there is a need for working groups to investigate issues that had not been resolved in connection with the contract negotiations.

The Parties agree that the appropriate form of dialogue is not a negotiation.

The Parties take a positive view of their joint work during the agreement period, and have a common interest in developing collective agreements in a direction that makes the agreements more concrete and easier to handle for all parties.

The Parties have decided on a working group to review the Salary Agreement

Arbetsgivaralliansen has long been calling for the Salary Agreement to be revised so that the individual guarantee and minimum salaries are removed or amended in favour of a salary agreement focusing on individual pay and salary development.

During the negotiations, the Parties discussed changing the structure of the minimum salaries, for example by introducing two age levels.

Unionen's Salary Policy states, inter alia, that the minimum salary in a contract is a guarantee of how little money may be paid for doing a job.

As far as possible, the minimum salary should therefore be similar, and should not differ between industry agreements unless otherwise justified.

The Parties agree to set up a working group to review the minimum salary and its construction, with a view to finding a more similar solution with regard to related industry agreements at different employers' organisations.

The parties agree that such a solution should not negatively affect individual workers; rather, its aim should be long-term sustainable regulation.

The working group is convened by Arbetsgivaralliansen. Present in the working group must be contract managers from each organisation and others deemed necessary for the work.

The first meeting of the working group takes place on 28 August 2023.

The working group's ambition is to have proposed solutions ready by 31 December 2023.

The Parties have decided to create a working group for contract management

The Parties have reached a consensus that during the agreement period, they will go through the agreements and make their terminology (i.e., salaried employee/worker/employee, employer/undertaking, etc. more uniform.

In some cases, it is advisable to use different terms, while in others it may be less appropriate to do so. The Parties agree on a review of their contract management.

This work also includes a review of the outline in the Salary Agreement.

The working group is convened by Unionen. Present in the working group must be contract managers from each organisation and others deemed necessary for the work.

The first meeting of the working group takes place on 18 September 2023.

The working group aims to have completed the review by 31 December 2023.

Translation

During the negotiations, the Parties discussed the possibility of translating the general terms of the agreement into English. Unionen prepares a cost estimate, regarding which the Parties subsequently express their position.

Section 7 Conclusion

The negotiations were declared concluded on 2023-05-11.

Agreement on General Terms of Employment

Section 1 Scope of the Agreement

Clause 1 The Agreement's area of validity

The Agreement applies to all employers affiliated Arbetsgivaralliansen that belong to the industry "Non-Profit and Non-Governmental Organisations".

The Agreement applies to all employees of employers covered by the Agreement. However, the special rules and exceptions set out in Clauses 2 to 4 apply.

Remarks

> *The Parties agree that exceptions to the dispositive provisions of the Employment Protection Act (LAS) have only been made in those respects where this is expressly stated in the Agreement.*

It is required that the employer's existing employee parties and employees' appointed representatives in the PTK area agree on a joint body which shall represent the employee in relation to the employer.

Clause 2 Special rules for pensioners

For employees who have reached the applicable retirement age pursuant to Section 32 a of the Employment Protection Act, Section 5 of the Agreement (the part relating to statutory sick pay from the 15th calendar day of the sick leave period) applies only if the employer and the employee so agree.

Clause 3 Statutory sick pay for fixed-term employment

For employees who, according to Section 2, have fixed-term employment, the right under Section 5 ("Statutory sick pay") to statutory sick pay during the first 14 calendar days is limited if the agreed period of employment is shorter than one month (Section 3, Paragraph 1, SjLL).

Clause 4 Exceptions to the Agreement

Mom 4:1, Working abroad

If an employee is working abroad on behalf of their employer, the terms of employment during their time abroad shall be regulated either by agreement between the employer and the employee or by special regulations or similar rules set out by the employer.

As regards work abroad, the “Agreement on Social Security for Employees Working Abroad” applies to such workers as are referred to in that agreement.

Clause 4:2 Voluntary and diaconal work, etc.

Sections 4 to 12 of the Agreement does not apply to employees who are employed according to Section 2 mom 2:1.

Section 2 Employment

The forms of employment listed below constitute an exhaustive regulation of the forms of employment available in the contract area. With regard to preferential rights to re-employment, the Employment Protection Act applies unless otherwise stated.

Clause 1 Permanent employment

An employment relationship is valid “permanently”, i.e., until further notice, if the employer and the salaried employee have not agreed that the employment will be fixed-term or probationary.

Clause 2 Conditions for fixed-term employment

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

If a temporary worker is used to replace a salaried employee in the event of leave or absence, or to maintain a vacant post.

For an agreed fixed term

A fixed-term contract shall include a minimum period of employment of seven days, unless the employer and the salaried employee agree on a shorter period of employment.

Remarks 1
If the trade union considers that the possibility of using fixed-term contracts of less than seven days by individual agreement is being abused, the organisation may (or at local and central negotiation on the matter) withdraw the possibility for the employer to continue to enter into such individual agreements. The possibility of withdrawal does not apply when local agreement has been reached. “Abuse” refers to the employer repeatedly hiring workers for too short a period of time, even though the needs of the business could be met through longer fixed-term or permanent employment. In case of suspicion of abuse, the trade union organisation has the right to access all employment contracts for the most recent six-month period in which an individual agreement has been reached regarding a shorter period of employment than seven days.

Local parties can also agree on shorter periods of employment.

Remarks 2
The purpose of a local agreement is that the employer and the salaried employees together review the typical situations in which such a short-term employment need (periodic or recurring) occurs in the business and agree in advance on exceptions regarding these, or reach a local agreement in an individual situation.

Students enrolled at a university or college can always be employed for an agreed fixed term without the requirement for a minimum period of employment.

For salaried employees who have reached the normal retirement age under Section 32 a of the

Employment Protection Act. For seasonal work.

Remarks 3
The parties agree that the definition of seasonal work follows from the Employment Protection Act.

Doctoral studentship, in which work on a doctoral thesis is conducted wholly or partly at an undertaking. For schoolchildren and traineeships.

Clause 2:1 Voluntary and diaconal work, etc.

An agreement regarding employment for a fixed period may be made if the employment concerns voluntary or diaconal work, etc. This means employment that includes work and planned education under certain supervision. Such employment may last for a maximum of one year. In the case of employment under this clause, the minimum salaries stipulated in the current Salary Agreement do not apply.

Clause 2:2, Working abroad

Fixed-term employment contracts may be concluded for employees working abroad. Such employment may last a total of no more than five years. The employment relationship can be terminated with six months’ notice from the employer’s side and with three months from the employee’s side, unless otherwise agreed between the employer and the employee in the individual employment contract.

Clause 3 Specific rules on the preferential right to re-employment

For a fixed-term employment that is deemed to have a duration of no more than one month, the preferential right to re-employment does not apply.

Clause 4 Conversion rule for temporary and fixed-term contracts

A temporary or fixed-term contract becomes a permanent employment relationship when a salaried employee has been

employed by the employer on a temporary and/or fixed-term basis for a total of more than 36 months during a five-year period.

Remarks
After the date of conversion to a permanent employment, a salaried employee may enter into a written agreement with the employer to waive the updated conversion. Such an agreement is valid for six months. Under this rule, a salaried employee may subsequently turn down permanent employment again. For those who have reached the normal retirement age according to the ITP plan (currently 65 years for ITP 2 and 66 years for ITP 1), an agreed fixed-term employment or a temporary position does not turn into a permanent one. As a general rule, as in current law regarding special fixed-term employment and temporary employment, in the event of conversion, the terms of employment remain unchanged unless the employer and the salaried employee agree otherwise. In the event that the parties have not reached an agreement and shortly before the date of conversion the employee's full-time equivalent (FTE) percentage changes significantly from their average estimated FTE percentage during the past twelve months, the average percentage shall be applied in this permanent employment relationship.

Clause 5 Probationary employment

A probationary employment agreement may be made when the aim is for the employment or the probationary period to lead to permanent employment. There is no specific requirement for probation. However, the contract may cover a maximum period of six months. If the salaried employee has been absent during the probationary period, the probationary employment can be extended by agreement for a period corresponding to the period of absence.

If the salaried employee was employed in a similar position in the undertaking (in an agreed fixed-term or temporary position) immediately before the probationary period, the probationary period is to be shortened accordingly.

If the probationary period does not turn into a permanent position, the employer must justify its position if the salaried employee so requests.

The probationary period may be terminated by both the employer and the salaried employee before the end of the probationary period by giving written notice no less than two weeks in advance.

If the employer or salaried employee does not want the employment to continue after the probationary period has expired, written notification of this must be provided no less than two weeks before the end of the probationary period. If notification has not been provided by the end of the probationary period, the probationary period transitions to a permanent position.

Clause 6 Probationary period for temporary employment and agreed fixed-term contracts

A temporary position or an agreed fixed-term contract may be terminated via notification to the employer or salaried employee. The employment relationship then ends one month after either party has notified the other party of its intention to terminate the employment. The possibility of terminating employment by notification shall apply only until the date on which the salaried employee has worked with the undertaking for a total of six months. When an agreement on an agreed fixed-term or temporary position has been preceded by a probationary period in a similar position in the undertaking, the probationary period is reduced accordingly.

If the temporary or fixed-term employment relationship ends with notification from the employer, the employer must justify its position if the salaried employee so requests.

Remarks
The employer and the salaried employee may agree in writing that a temporary or fixed-term contract cannot be brought to an end by either party via notification.

Clause 7 Termination of fixed-term employment

If the employer and the salaried employee have agreed that a fixed-term employment relationship can be terminated early, the parties cannot agree on a shorter notice period than the notice periods stipulated in the collective agreement.

An agreement on the possibility of early termination shall only apply after any probationary period under Clause 3.5 has expired.

Transitional provisions
The Parties agree that the rules on employment will enter into force on 1 November 2017

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

Under 3.3. in the collective agreement, in the case of temporary employment, the following special rule applies to the calculation of the period of employment for conversion to permanent employment.

As of 1 November 2017, in the calculation of the period of employment when temporary employment is converted in accordance with 3.3., consideration is also given to the period of temporary employment entered into in accordance with older rules.

Section 3 General responsibilities and obligations

Clause 1 Loyalty, trust and discretion

The relationship between the employer and the employee is based on mutual loyalty and mutual trust. The employee must take advantage of and promote the employer's interests. In handling the organisation'/association's affairs, full

discretion must be observed both internally and outwardly.

Clause 2 Secondary occupations

No employee may perform work or conduct financial activities for an employer or for their own benefit that competes with the employer with whom the employee is employed. Nor may any employee undertake assignments or conduct activities that could have an adverse effect on the work of the employee. Therefore, if an employee intends to undertake a more extensive assignment or secondary occupation, the employee must first consult their employer.

Clause 3 Positions of trust

Employees have the right to hold national, municipal or union-related elected office. These positions shall not be regarded as secondary occupations.

Clause 4 Verification of identity and health certificate

In order to obtain employment, the prospective employee must, if the employer so requests at the time of employment, verify their identity and provide a medical/doctor's certificate regarding their state of health. The employer indicates which physician the prospective employee must visit and pays for the cost of obtaining such a certificate.

Clause 5 Employment contracts

Immediately after the employment contract is concluded, the employer shall clarify in writing the terms of employment in accordance with the rules of the LAS.

Clause 6 Trade union introduction

According to the Cooperation Agreement, newly hired employees have the right to one hour of paid work in which they may partake of information about local trade union activities arranged by the trade union.

Section 4 Annual leave

Clause 1 General provisions

Every employee is entitled by law to annual leave, with the additions made in Clauses 2, 3, 5:1, 5:2, 6 and 7 and the exceptions made in Clauses 4 and 5:3. Exceptions have only been made where explicitly stated.

Clause 2 Shifting the annual leave year and/or qualifying year

The employer and the employee or their local trade union organisation may agree to shift the annual leave year and/or the qualifying year.

Clause 3 Length of annual leave

Mom 3:1 The length of the annual leave is

- at least 25 annual leave days

Remarks

Annual leave refers to both paid and unpaid annual leave days. For employees with more than 25 days of annual leave, the number of paid annual leave days is determined in accordance with the principles laid down in Section 7 of the Annual Leave Act.

- For employees with unregulated working hours, see Section 13, Clause 3.

Clause 3:2 Guarantee rule

The employee's annual leave on the basis of a collective or individual agreement shall not be shortened by this agreement.

The guarantee rule does not apply if the employer and the employee have terminated their agreement in accordance with Section 6, Clause 3:1 and instead agreed that the employee shall no longer be entitled to 30 days' annual leave, but shall regain their right to special compensation for overtime work.

Clause 3:3 Longer annual leave than contractually agreed

If any employer - in accordance with the agreement/regulations in force before this agreement came into existence - applies longer annual leave (calculated in days per year) than provided for in this agreement, the application of the agreement shall not in itself give rise to any change in the agreement/the regulations' provisions on annual leave.

Should the possibility arise at any employer of changing the provisions on annual leave contained in the current agreement/regulations, the local trade union organisation must be notified. If the local trade union organisation so desires, negotiations must also be held before a decision may be reached.

Clause 3:4 Calculating the period of employment

When calculating the qualifying year, all periods of employment with the employer and/or group, regardless of position, shall be included.

Clause 4 Holiday pay, holiday allowance, etc.

Clause 4:1 Calculation of holiday pay

Holiday pay consists of the employee's current monthly salary when they take their annual leave, plus a holiday supplement.

In this context, "monthly salary" refers to the base monthly cash salary and any fixed salary supplements per month, such as fixed shift, on-call duty, standby duty, overtime, and travel time supplements, guaranteed minimum commissions, or similar remuneration.

For changes in an employee's FTE percentage, see Clause 4:5.

For employees paid a weekly salary, the monthly salary is to be calculated as 4.3 x weekly salary.

"Holiday supplement" refers to an amount paid per day of paid annual leave. It is calculated as follows:

- 0.8% of the monthly salary applicable during the annual leave
- 0.5% of the sum of the variable salary component paid during the qualifying year.

In this context, "variable salary component" means

- commissions, percentage of profit, bonuses or similar forms of remuneration
- Compensation for shift, on-call, or standby duty, and inconvenient working hours, or any similar variable salary component, to the extent that it has not been included in the monthly salary.

To the "sum of the variable salary component paid during the qualifying year", for each calendar day (full or partial) with a holiday pay-qualifying absence, an average daily income of the variable salary shall be added. This average daily income is calculated by dividing the variable salary component paid during the qualifying year by the number of days of employment (defined in accordance with Section 7 of the Annual Leave Act) excluding annual leave days and full calendar days with a holiday pay-qualifying absence during the qualifying year.

In the case of compensation or similar remuneration for shift, on-call, and standby duty and/or inconvenient working hours, such compensation shall not be included in the above average calculation, provided that the employee has received such compensation for a maximum of 60 calendar days in the course of the qualifying year.

Remarks (Holiday pay, holiday allowance)

Remarks

The 0.5% holiday supplement requires that the employee has accrued fully paid annual leave. If this is not the case, the holiday supplement shall be adjusted upwards by multiplying 0.5% by the number of annual leave days to which the employee is entitled under Clause 3, divided by the number of paid annual leave days accrued by the employee.

"Commissions, percentage of profits, bonuses and the like" refer here to variable salary components that are directly related to the employee's personal work contribution.

As regards overtime pay, compensation per excess hour in the case of part-time employment, and travel time pay, the divisors in Section 6, Clauses 2:2 and 5:1 and Section 7, Clause 3 have been revised downwards to include holiday pay.

The employer may offer the employee the option of exchanging their holiday supplement for more days off. Such an agreement must be made in writing. Appendix "Annual leave exchange" describes the conditions to be taken into account when agreeing to exchange a holiday supplement for more days off (annual leave exchange).
Information: Exchanging holiday supplements for days off may affect sickness benefit-qualifying income and pension-qualifying salary.

Clause 4:2 Calculation of holiday allowance

The holiday allowance consists of accrued holiday pay that has not been paid in connection with annual leave. It is calculated as 4.6% of the current monthly salary per annual leave day, plus a holiday supplement calculated according to Clause 4:1. The holiday allowance for saved annual leave days is calculated as if the saved day had been taken in the annual leave year in which the employment ended.

For changes in an employee's FTE percentage, see Clause 4:5.

Mom 4:3 The right to annual leave for certain short-term employment

Fixed-term employment contracts that do not actually last longer than three months do not entitle the employee to annual leave, but instead to a holiday allowance calculated in accordance with the Annual Leave Act.

Clause 4:4 Deduction for annual leave days for which the employee is not entitled to holiday pay

For each holiday day for which the employee is not entitled to holiday pay, 4.6% of the employee's monthly salary is deducted from the current monthly salary.

For clarification of the term "monthly salary", see Clause 4:1.

Clause 4:5 Calculation of monthly salary in case of a change in the employee's FTE percentage during the qualifying year

If, during the qualifying year, the employee has a different FTE percentage than at the time of their annual leave, the monthly salary applicable at the time of the annual leave shall be recalculated in proportion to the proportion of full, normal working hours at the workplace during the qualifying year.

Example

Full-time equivalent (FTE) percentage: 9 months 100%
3 months 75%

$$\frac{1.0 \times 9 \text{ months} + 0.75 \times 3 \text{ months}}{12 \text{ months}} = 0.94$$

If the FTE percentage has changed during the current calendar month, the FTE percentage applicable during the predominant number of calendar days in the month shall be used for the calculation.

If the qualifying year and the annual leave year coincide, the recalculation in accordance with this section shall take place at the end of the annual leave year. Any repayment of over-received holiday pay or the receipt of additional holiday pay must be made no later than February of the following year, or earlier in the event of termination of employment.

Clause 4:6 Payment of holiday pay

The following applies to pay-outs of holiday pay.

Main rule

The holiday supplement of 0.8% is paid together with the regular salary payment in connection with the annual leave.

The holiday supplement of 0.5% is paid together with the regular salary payment in connection with the annual leave.

Exception 1

If the employee's pay consists largely of variable salary, the employee is entitled to receive an advance amount corresponding to a holiday supplement estimated by the employer for the variable salary component at the time of regular salary payment in connection with the annual leave. The employer must pay any remaining holiday supplement by no later than the end of the annual leave year, in accordance with Clause 4:1.

Exception 2

If it is agreed that the annual leave year and the qualifying year shall coincide, the employer may pay the remaining holiday pay for variable salary/salary components together with the first regular salary payment after the end of the annual leave year, when the regular salary routine can be applied.

Exception 3

If it has been agreed that annual leave years and qualifying years shall coincide, the employer may make a settlement against the regular salary and the holiday supplement for variable salary/salary components if the employee received more holiday pay during the annual leave year than corresponds to their accrued holiday pay.

Clause 5 Saving up annual leave

Mom 5:1 Saving annual leave days in accordance with the Annual Leave Act

According to the Annual Leave Act and to ensure the employee's opportunity for recreation and rest, an employee's annual leave days must be used during the annual leave year.

An employee who wishes to save or use saved annual leave days in accordance with the Annual Leave Act must notify their employer of this when determining the scheduling of their main period of annual leave, unless otherwise agreed between the employer and the employee.

A saved annual leave day must be used within five years of the end of the annual year in which it was saved, unless otherwise agreed between the employer and the employee.

Annual leave days may not be saved during an annual leave year when the employee uses annual leave days saved from previous years.

Clause 5:2 Order of withdrawal of saved annual leave days

Annual leave days saved in accordance with the provisions of the Annual Leave Act must be used (withdrawn) before any annual leave days saved in accordance with Clause 5:3.

Clause 5:3 Special rule for employees with more than 25 paid annual leave days

If an employee is entitled to more than 25 paid annual leave days, it can be agreed that these excess annual leave days may also be saved. This may only be done if the employee does not use previously saved annual leave in the same year.

If an agreement is reached in accordance with this clause, the employer and the employee must agree on both the annual leave year and the time during which the saved days are to be taken during this annual leave year.

Clause 5:4 Calculation of holiday pay for saved annual leave days

Holiday pay for saved annual leave days is calculated according to Clause 4:1. However, when calculating the 0.5% holiday supplement, all absences during the qualifying year preceding the year of withdrawal, excluding regular annual leave, shall be treated as holiday pay-qualifying absences.

Holiday pay for saved annual leave days shall be adjusted to the proportion of full normal working hours during the qualifying year preceding the annual leave year in which the day was saved.

For the calculation of the proportion of full normal working hours, see Clause 4:5, Paragraphs 1 and 2.

Clause 6 Annual leave for new employees

Clause 6:1 Time off work

If a newly hired employee's paid annual leave does not cover the period of the employer's main period of annual leave or if the employee otherwise wishes to take leave longer than the number of annual leave days to which they are entitled, a leave of absence or time off without a salary deduction may be agreed for the necessary number of days.

Any agreement regarding a leave of absence or time off without a salary deduction must be made in writing.

Mom 6:2 Settlement if employment is terminated within five years

If the employee has taken time off without a salary deduction and a written agreement to this effect has been reached, deductions are made from their outstanding salary and/or holiday pay in accordance with the same rules as for a leave of absence, but calculated based on the salary that applied during the time off. This only applies to employment that ends within five years from the date on which the employment began. However, no deduction shall be made if the employment relationship has ceased due to

- illness
- the circumstances referred to in the first sentence of the third paragraph of Section 4 of the LAS, or
- dismissal by the employer due to circumstances that do not personally relate to the employee.

Remarks
If the employee has received more paid annual leave days than correspond to their accrued right and the written agreement as described above has not been reached, only the holiday allowance accrued in accordance with the third paragraph of Section 29 of the Annual Leave Act may be settled. No settlement may be made if the holiday pay was paid out more than five years before the termination of employment.

Clause 7 Certificate of withdrawn annual leave

A certificate of withdrawn annual leave must be issued by the employer upon termination of employment; see Section 10, Clause 3:5.

Clause 8 Application of annual leave for intermittent part-time workers

For part-time employees who do not work every day of each week (intermittent part-time workers), the following applies:

The number of gross annual leave days required under Clause 3 to be spent during the annual leave year shall be proportionate to the proportion of the normal working hours applicable to full-time employees in the corresponding capacity. The number of annual leave days thus obtained (net annual leave days) shall be applied to the days that would otherwise have been working days.

If both paid annual leave days (regular annual leave and saved annual leave) and unpaid annual leave days are to be spent during the annual leave year, they are proportioned separately as follows.

$$\frac{\text{Number of working days per week}}{5} \text{ x number of gross annual leave days to be spent}$$

= number of annual leave days to be applied to days that would otherwise have been working days (net working days)

If the figure resulting from this calculation is not an integer, the number is rounded up to the nearest integer.

"Number of working days per week" means the number of working days (according to the employee's working hours schedule) per public holiday-free week, averaged over a four-week period (or other period covering an entire application cycle).

For the purposes of this context, if the working hours schedule covers both a full day and part of a day in the same week, the partly worked day shall be counted as a full day. When annual leave is spent on a day when the employee should only have worked part of the day, a whole annual leave day is spent.

Example

A part-time employee averages the following number of working days per week	Number of net annual leave days (assuming the undertaking offers 25 days of annual leave)
4	20
3.5	18
3	15
2.5	13
2	10

If the working hours schedule is changed so that the "number of working days per week" changes, the number of unclaimed net annual leave days shall be recalculated to correspond to the new working hours.

Clause 9 Holiday pay for intermittent part-time workers

The calculation of holiday allowances, holiday allowances, and salary deductions in the event of unpaid leave shall be made on the basis of the number of gross annual leave days.

Section 5 Statutory sick pay, etc.

Clause 1 The right to statutory sick pay

Each employee is entitled to statutory sick pay during the first 14 calendar days of a period of illness as provided in the Swedish Act on Sickness Payments (SjLL) with the additions in Clause 3:2, Paragraph 2. The detailed calculation of the amount of statutory sick pay is set out in Clause 4.

Statutory sick pay from the employer starting on the 15th calendar day of the period of illness is paid in accordance with this agreement.

Clause 2 Notification of illness to the employer

The notification of illness must be made as soon as feasible. The estimated date of return to work is to be communicated to the employer in the same manner.

The same applies if the employee becomes incapacitated due to an accident or occupational injury, or has to refrain from work due to the risk of transmission of contagious disease, and the right for financial compensation exists pursuant to the Swedish Act on Compensation for Carriers of Contagious Diseases (1956:293).

As a general rule, statutory sick pay will not be paid out for the time period prior to when the employer has received notification of the incidence of illness (Section 8, Paragraph 1 of the SjLL).

Clause 3 Declaration and medical certificate

Clause 3:1 Declaration

The employee shall be obligated to provide the employer with a written certified statement with information about the extent to which the capacity for work has been reduced due to the illness/disease and during which days work would have otherwise been performed (Section 9 of the SjLL).

Clause 3:2 Medical certificate

The employer is obligated to pay statutory sick pay from the seventh calendar day after the day of notification of illness only if the employee certifies the reduction in incapacity for work and the length of the period of illness with a medical certificate (Section 8, Paragraph 2 of the SjLL).

If the employer so requests, the employee must provide support for the reduction in the capacity for work with a medical certificate from the previous day. The employer has the right to designate the physician to be used. The employer provides reimbursement for the cost of obtaining medical certificates from the designated doctor.

Clause 4 Amount of statutory sick pay

Clause 4:1 Calculation of deductions from statutory sick pay

The statutory sick pay that the employer must pay the employer is calculated by deducting the following from the salary.

Clause 4:2 Illness through the 14th calendar day per period of illness

For each hour of absence due to illness, the following deductions from statutory sick pay are made per hour:

For sick leave up to 20% of the average weekly working hours (qualifying period) in the period of illness	$\frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$
For sick leave exceeding 20% of the average weekly working hours, up to and including Day 14 of the period of illness	$20\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$

If the employee would have performed work during scheduled, staggered working hours, sick pay is also paid (with the exception of the day on which the employee fell ill) at 80 per cent of the compensation for inconvenient working hours, on-call duty and standby duty that the employee has lost.

Remarks

An employee's "average weekly working hours" refers to the weekly working hours for a normal week without a public holiday. For employees with intermittent or working hours, an average is calculated over a representative period.

A new period of illness starting within five calendar days of the end of a previous period of illness is to be considered as a continuation of the previous period of illness. This means that continued qualifying deductions of up to 20 per cent of the average weekly working hours may need to be made in the continued period of illness.

According to the legislation, the number of qualifying periods for qualifying deductions may not exceed ten occasions over the course of a twelve-month period. If, during a new period of illness, it turns out that the employee has received ten qualifying deductions within twelve months from the start of the new statutory sick pay period, the deduction for the first 20 per cent of sick leave is to be calculated according to what applies from Day 20 to Day 14 of the period of illness (not the qualifying period).

All qualifying deductions made in accordance with this clause (4.2) and totalling no more than 20 per cent within the same period of illness, are considered to constitute an occasion even if the deductions take place on different days. Item 2 above states that a period of illness starting within 5 calendar days of the end of a previous period of illness is to be considered as a continuation of the previous period of illness.

For an employee who, as provided in the Swedish Social Insurance Agency's decision, is entitled to statutory sick pay without regard to the qualifying period, a deduction from statutory sick pay is made according to the rules for sick leave in excess of 20 per cent of the average weekly working hours, up to and including Day 14 of the period of illness.

Clause 4:3 The terms "monthly salary" and "weekly working hours"

Monthly salary = the current monthly salary. (For employees paid a weekly salary, the monthly salary is to be calculated as 4.3 x weekly salary.)

When making a salary change, special rules in Clause

4:4 apply. In Clause 4:2 "monthly salary" refers to:

- base monthly cash salary and any fixed salary supplements per month, plus
- the estimated average monthly earnings from commissions, bonuses, percentage of profit, or similar variable components of remuneration. In the case of employees for whom a substantial portion of salary consists of the abovementioned components, an agreement should be reached on the salary amount from which deductions from statutory sick pay should be made.

"Weekly working hours" refers to the number of hours worked for the employee per week with no public holidays. If the working hours are irregular, the average weekly working hours is calculated per month or other scheduling cycle.

Calculation of the weekly working hours is done with a maximum of two decimal places, whereby 0 - 4 is rounded down and 5 - 9 up.

If different long working hours apply to different parts of the year, working hours per public holiday-free week are counted as an annual average.

Clause 4:4 Change in salary or weekly working hours

This clause contains rules for when an employee's salary or weekly working hours have changed during the period of illness.

Clause 4:5 Illness from the 15th calendar day

(NB: Clause 4:5 through Clause 7:7 do not apply to employees within the Fastighetsanställdas Förbund (Real Estate Employees' Union) organisational area. See Section 5 a, Clause 4:5)

For each sick day (including non-working weekdays and Sundays and public holidays), deductions from statutory sick pay are made per day, as follows.

For employees with monthly salaries of no more than $\frac{10 \times \text{price base amount}}{12}$ a deduction is made of:

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

For employees with monthly salaries over $\frac{10 \times \text{price base amount}}{12}$ a deduction is made of:

$$90\% \times \frac{10 \times \text{PBA}}{365} + 10\% \times \frac{\left(\text{monthly salary} \times 12 - 10 \times \text{PBA}\right)}{365}$$

The daily deduction from statutory sick pay may not exceed

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

Monthly salary = the current monthly salary. (For employees paid a weekly salary, the monthly salary is to be calculated as 4.3 x weekly salary.)

When making a salary change, special rules in Clause 4:4 apply.

For the purposes of this limitation rule, "base monthly cash salary" shall be treated as equivalent to

- fixed salary supplements per month
- such commissions, percentage of profits, bonuses or similar remuneration as were earned during time off without being directly related to the employee's personal work contribution, or

guaranteed minimum commission or similar.

Clause 5 Length of statutory sick pay

If the salaried employee is entitled, under the provisions of this Agreement, to statutory sick pay from the 15th calendar day of the period of illness, the employer is obligated to pay this to the salaried employee:

- for Group 1: through the 90th calendar day of the period of illness
- for Group 2: through the 45th calendar day of the period of illness

The period of illness includes all days with a deduction from the statutory sick pay, including the day to which the qualifying deduction was applied and non-working days that fall during a period of illness.

The employee belongs to Group 1

- if the employee has been employed by the employer for at least one consecutive year
- if the employee has transitioned directly from an employment relationship in which the employee was entitled to sick pay for at least 90 calendar days.

In all other cases, the employee belongs to Group 2.

Exception 1
If, during a twelve-month period, the employee falls ill on two or more occasions, the right to statutory sick pay is limited to a total of 105 days for members of Group 1 and 45 days for Group 2. Therefore, if the employee has received statutory sick pay from the employer during the last twelve months (calculated from the beginning of the current period of illness), the number of statutory sick pay days shall be deducted from 105 days and 45 days, respectively. The remaining sum is the maximum number of statutory sick pay days during the current period of illness.

"Statutory sick pay days" refers in part to all days with a deduction from statutory sick pay, including qualifying days and non-working days that fall during a period of illness.

The legal right to statutory sick pay during the first 14 calendar days of the period of illness is not affected by this limitation rule.

Exception 2
If, in accordance with the pension plan, the employee starts to receive their pension, the right to statutory sick pay ceases from the 15th calendar day.

Clause 6 Certain coordination rules

Clause 6:1 Coordination between statutory sick pay and annuity

If an employee receives an annuity instead of sickness benefit due to an occupational injury and this occurs during a period when the employee is entitled to statutory sick pay, the statutory sick pay from the employer is not to be calculated according to Clause 4, but should instead constitute the difference between 90 per cent of the monthly salary and the annuity.

The right to statutory sick pay on salary components up to 10 price base amounts does not exist for time when sickness benefit under the Swedish Occupational Injuries Insurance Act is paid out for the time when rehabilitation allowance is to be paid out.

Clause 6:2 Coordination between statutory sick pay and financial compensation from insurance other than ITP and TFA

If the employee receives financial compensation from insurance other than the ITP or occupational injury insurance (TFA), and the employer has paid the premium for this insurance, the sick pay is to be reduced by the same amount as the compensation received.

Clause 6:3 Coordination between statutory sick pay and certain benefits or compensation from the State

If the employee receives financial compensation from the State other than from the national social insurance scheme, occupational injury insurance (TFA), or compensation under the Personal Injury Protection Act, the statutory sick pay is to be reduced by the same amount as the compensation received.

Clause 6:4 Special rule on the right to State personal injury protection

The rules in this section regulate coordination with various forms of insurance and sick pay from the employer.

The right to occupational injury benefits essentially ceased on 1 July 1993. This means that a person who is covered by health insurance under the Social Insurance Code, and whose ability to work has been reduced by at least 25 per cent as a result of an occupational injury, shall receive sick pay from their employer as stipulated in the Agreement and compensation from the Swedish Social Insurance Agency.

The rehabilitation allowance is 77.6% of SGI. As of 1 January 1996, this means that during the period of sickness-related absence, the employer must supplement the rehabilitation allowance/sickness benefit with 10% sick pay. It is therefore important that sick leave be reported both to the employer and to the Swedish Social Insurance Agency, even during the ongoing rehabilitation period.

Clause 7 Restrictions on the right to statutory sick pay

Clause 7:1 The right to statutory sick pay does not exist if a certificate of good health cannot be provided

If the employer has requested a certificate of good health from the employee at the time of employment, but due to illness the employee has not been able to provide such a certificate of good health, the employee is not entitled to statutory sick pay from the 15th calendar day of the period of illness in the event of incapacity for work due to the illness in question.

Clause 7:2 Reduced statutory sick pay

If the employee's sickness benefits have been reduced under the Swedish Public Insurance Act, the employer must reduce the statutory sick pay accordingly.

Clause 7:3 The right to statutory sick pay in a case involving compensation for damages

If an employee has been injured in an accident caused by a third party and if financial compensation is not paid pursuant to the TFA, the employer shall be obligated to pay statutory sick pay only if – and to the extent that – the employee cannot receive compensation for damages for lost earnings from the person responsible for the injury/harm.

Clause 7:4 The right to statutory sick pay in the event of injury or accident outside regular work

If the employee has been injured in an accident during gainful employment for another employer or in connection with their own business activities, the employer shall be obligated to pay statutory sick pay from the 15th calendar day of the period of illness only if the employer has specifically undertaken this.

Clause 7:5 Certain cases where the right to statutory sick pay from the 15th calendar day of the period of illness does not exist

The right to statutory sick pay from the 15th calendar day of the period of illness does not exist

- if the employee has been excluded from receiving health insurance benefits under the Swedish Social Insurance Code
- if the employee's incapacity for work is due to a self-inflicted injury, or
- f the employee has been injured as a result of an act of war, unless an agreement is reached otherwise.

Remarks

Regarding restrictions on the right to statutory sick pay on the basis of disability pension, see Clause 5, Exception 2. Regarding the restriction of the right to sick pay for employees who have reached retirement age, see Section 1, Clause 2.

Regarding restrictions on the right to statutory sick pay due to certain coordination rules, see Clause 6.

Section 6 Parental pay

Mom 1 The right to parental pay

The employee is entitled to parental pay from the employer if the employee is on parental leave with the right to a parental allowance or is receiving a pregnancy allowance.

The same applies when the employee receives a parental allowance in connection with the reception of an adopted or foster child for permanent care (provided that the child is under the age of ten).

A prerequisite for entitlement to parental pay is that the employee has been employed by the employer for at least one consecutive year.

Parental pay is not paid if the employee is exempted from the right to a parental allowance under the Social Insurance Code. If this benefit has been reduced, parental pay shall be reduced accordingly.

Clause 2, Period for which parental pay is paid

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Parental pay is to be paid:

- For a maximum of two months if the employee has been employed by the employer for one year but not two consecutive years.
- For a maximum of four months if the employee has been employed by the employer for two years but not four consecutive years.
- For a maximum of six months if the employee has been employed by the employer for four years or longer.

Clause 3 Amount of parental pay

NEW

Parental pay consists of two months' salary minus 60 deductions as shown below, and four or six months' salary minus 120 or 180 deductions respectively, as follows.

For each day of absence with the right to parental leave (including non-working weekdays, Sundays and public holidays), deductions per day are made according to the following calculation:

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

However, the deduction may not exceed

$$90\% \text{ x } \frac{\text{10 x price base amount}}{365}$$

For salaried employees whose monthly salary x 12 is higher than 10 PBB (SEK 525,000 in 2023), the maximum deduction applies and is calculated as follows:

$$90\% \times \frac{10 \text{ PBB}}{365} + \frac{10\ \% \times \left(\text{monthly salary} \times 12\right) - \left(10 \times \text{PBB}\right)}{365}$$

If the parental leave would be shorter than two, four or six months, parental pay will not be paid for longer than the period of leave.

NEW

When parental leave is taken, parental pay is paid according to the regular payroll procedure.

Clause 4 Salary deductions when there is no right to parental pay

If, pursuant to Clause 1, an employee is not entitled to parental pay during their parental leave, salary deductions are made for each day of absence according to the formula

$$\frac{\text{monthly salary x 12}}{365}$$

In case of absence for part of a day (the leave period is shorter than one calendar month), salary deductions are made for each hour of absence according to the formula

$$\frac{\text{monthly salary}}{175}$$

For the purposes of the application of the formula, the salary of a part-time employee shall be calculated up to the salary corresponding to full normal working hours.

Clause 5 Salary deductions for parental leave taken for part of a day or certain days of the week, when there is no right to parental pay (the leave period is at least one calendar month)

Where the period of parental leave for part of the day covers one or more calendar months, the full-time salary shall be reduced in proportion to the reduction in working hours. The same applies in cases where the leave is only on certain days of the week. If the settlement periods used by the employer in the payment of salaries do not coincide with the calendar months, the employer is entitled, for the purposes of this provision, to replace the term “calendar month” with the term “settlement period”.

Clause 6 Salary deductions for parental leave with a temporary parental allowance

In the case of parental leave with a temporary parental allowance, salary deductions are made per hour according to the formula

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

Clause 7 Obligation to prove that a parental allowance has been paid

If the employer so requests, parental leave with a parental allowance must be proven by a certificate from the Swedish Social Insurance Agency.

Section 7 Overtime compensation

Clause 1 Overtime

Clause 1:1 Work that gives rise to the right to overtime compensation

"Overtime work that gives rise to the right to overtime compensation" refers to work performed in addition to the employee's regular daily working hours.

In addition, one of the following conditions must be met:

- the overtime work has been ordered in advance
- the overtime work has subsequently been approved.

For part-time work, see Clause 5.

Overtime does not include time spent on necessary preparatory and finishing work that normally occurs as a part of the employee's job.

When calculating the length of overtime work, only full half-hours are counted.

If the overtime work has been performed both before and after the normal working hours on a given day, the two overtime periods shall be added together.

Clause 1:2 Overtime not performed in direct connection with normal working hours

If an employee is ordered to work overtime at a time that is not directly before or after their normal working hours, overtime compensation is to be provided as if the overtime work had been performed for at least three hours. However, this does not apply if only meal breaks separate the overtime from the normal working hours.

Clause 1:3 Compensation for travel expenses associated with overtime work

The employer shall reimburse travel expenses related to overtime work in accordance with Clause 1:2. Such costs may include, e.g., the employee's travel in their own car or taxi costs, if public transport service is lacking or poor at the time when the overtime is worked. Public transport costs are not reimbursed when a monthly pass or similar ticket can be used. The employer only reimburses the additional costs incurred.

Clause 1:4 Calculation of overtime if the employee has shorter working hours during part of the year

If the normal daily working hours in one part of the year (e.g., summer) are shortened, without a corresponding extension in any other part of the year, the calculation of overtime worked during the part of the year in which the shorter working hours were applied shall be made on the basis of the longer daily working hours.

Clause 2 Forms of compensation and how they are calculated

Clause 2:1 Different types of overtime compensation

Compensation for overtime work can be provided either in the form of money (overtime pay) or as time off (compensatory leave).

Compensatory leave is provided if the employee so wishes and if the employer finds, after consultation, that it can be offered without inconveniencing the undertaking's operations.

When compensatory leave is used, the employee's wishes shall be taken into account as far as possible.

Clause 2:2 Calculation of overtime compensation

Overtime compensation is paid on an hourly basis, as follows:

For overtime work from 06:00 - 20:00, Mondays - Fridays

$$\frac{\text{monthly salary}}{94}$$

For overtime work at other times

$$\frac{\text{Monthly salary}}{72}$$

Overtime work on non-working weekdays and on Midsummer, Christmas and New Year Eve is equated with overtime work at "other times".

Clause 2:3 Calculation of compensatory leave

Compensatory leave is provided per hour of overtime, as follows:

For overtime work from 06:00 - 20:00, Mondays - Fridays = 1 1/2 hours

b. For overtime work at other times = 2 hours

Clause 3 Calculation of monthly salary in connection with overtime compensation

Clause 3:1, The concept of "monthly salary" in the context of overtime

In the calculation of overtime compensation under Section 6, Clause 2:2 and Clause 3:2, the term "monthly salary" refers to the employee's current base monthly cash salary.

Clause 3:2 Alignment of part-time employees' salary with full-time salary

For the purposes of Clause 3:2, the salary of a part-time employee shall first be calculated up to the salary corresponding to full normal working hours.

Clause 4 Excess hours for part-time employees (additional time)

Clause 4:1 The concept of “additional time”

If a part-time employee has performed work outside their normal daily working hours, the following compensation is paid per excess hour:

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

In this context, “monthly salary” refers to the current base monthly cash salary.

“Weekly working hours” refers to the part-time employee’s working hours per non-holiday week, calculated on

average per month. When calculating the length of excess working hours, only full half-hours are counted.

If the additional work has been performed on one day both before and after the normal working hours applicable to the part-time employment, the two periods shall be added together.

Clause 4:2 Additional work before and after the daily working hours of full-time employees

If the additional work takes place before or after the normal daily working hours applicable to full-time employment in the corresponding position, overtime compensation is granted in accordance with Clauses 1 - 3.

For the purposes of applying the formulae for calculating overtime compensation contained in Clause 2, the salary shall be calculated up to the salary corresponding to full normal working hours.

Section 8 Work-related travel time

Clause 1 The right to travel time compensation

Travel time compensation is to be paid in accordance with Clauses 2 and 3 below, so long as none of the following applies:

- the employer and the employee have agreed that the employee shall be exempt from the provision on travel time compensation (only applies to employees who are not entitled to special compensation for overtime work)
- it has been agreed that compensation for travel time will be paid in another form (for example, travel time can be taken into account when determining salary)

the employee has a position (e.g., travelling salesperson, service technician, or a similar job) that normally involves a significant amount of business travel. Such an employee is entitled to travel time compensation only if the employer and the employee have agreed on this.

Clause 2 Specific rules regarding the management of business travel

Employers and employees have a common interest in ensuring that a salaried employee who travels to a significant extent is given the opportunity to recover. This is especially true when the travel time involved driving a vehicle or otherwise interfered with the salaried employee's ability to recover. It must be possible to reconcile work, family and social life even if the work involves travel.

NEW

Clause 3 Travel time

"Travel time that gives rise to a right to compensation" means the time on an ordered business trip that is spent on the actual journey to the destination.

Travel time that falls within normal daily working hours is counted as working hours. Thus, when calculating travel time, only business travel outside normal working hours is included.

When calculating travel time, only full half hours should be included.

If travel time exists both before and after the normal working hours on a given day, the two periods shall be added together.

If the employer has paid for a place to sleep on a train or boat during all or part of the journey, the hours from 22:00 to 08:00 are not to be included.

Travel time also includes normal time spent driving a car or other vehicle during a business trip, regardless of whether this belongs to the employer or not.

The journey shall be considered to have begun and been completed in accordance with the provisions that apply to the calculation of subsistence allowances (or equivalent) at the respective employer.

Clause 4 Compensation

Compensation for travel time can be provided either in the form of money (travel time compensation) or as time off (compensatory leave).

NEW NEW

Compensatory leave is provided if the employee so wishes and if the employer finds, after consultation, that it can be offered without inconveniencing the undertaking's operations.

Travel time compensation is paid per hour, as follows:

Travel time compensation	Compensatory leave
$\frac{\text{Monthly salary}}{240}$	44 min

When the journey has been made during the period from 18:00 Friday until 06:00 Monday or between 18:00 on the day before a non-working public holiday until 06:00 day the day after the public holiday, the compensation is instead

Travel time compensation	Compensatory leave
$\frac{\text{Monthly salary}}{190}$	55 min

Travel time compensation calculated according to divisor 240 is paid for a maximum of eight

hours per calendar day. “Monthly salary” refers to the current base monthly cash salary.

For the purposes of the application of the formulae for calculating travel time compensation, the salary of a part-time employee shall be calculated up to the salary corresponding to full normal working hours.

9 Salary

The employee's salary must be specified in the employment contract (Section 3, Clause 5). Rules on salary setting, etc. can be found in the salary agreements.

Clause 1 Pay slips

The employer must provide the employee with a pay slip in conjunction with salary payment. At minimum, the pay slip must contain the following.

- the name, address and company registration number of the employer
- the name, address and personal identity number/employee number of the employee
- established monthly salary
- full-time equivalent (FTE) percentage
- additional time during the month
- tax paid for the month and accumulated for the whole year
- the period to which the salary relates and the date on which the salary was paid out
- any absences and associated deductions
- form of pay, supplements, and compensation for overtime and inconvenient working hours

number of annual leave days, holiday supplements and holiday compensation

Clause 2 Salary for part of a pay period

If an employment relationship begins or ends during the current calendar month, the salary is calculated as follows. For each calendar day covered by the employment, one day’s salary is paid. Daily salary refers to the base monthly cash salary x 12, divided by 365. “Monthly salary” refers to the base cash monthly salary and any fixed salary supplements per month.

The monthly salary shall not include the value of benefits in kind or compensation for work-related expenses. “Base monthly salary” equates to such commissions, percentage of profit, bonuses or similar forms of remuneration not directly related to the employee’s personal work contribution, as well as guaranteed minimum commission or similar forms of income.

If the employee is paid a weekly salary, the monthly salary is to be calculated as 4.3 x weekly salary.

Section 10 Short-term paid leave, leaves of absence and other forms of time off work

Clause 1 Short-term paid leave

Short-term paid leave is usually only granted for part of the working day. In special cases, however, short-term paid leave may also be granted for one or more days, for example in the event of the sudden illness of a close relative living at the employee’s home or the death of a close relative.

“Close relative” is usually considered to refer to a spouse, child, grandchild, sibling, parent, or parent-in-law. A person with whom the employee lives in marriage-like circumstances is considered a spouse, i.e., if the employee has the same registered address, or if they are cohabiting and share children with the individual in question.

Where Good Friday and Midsummer, Christmas, and New Year’s Eves on are not customary holidays, short-term paid leave should be granted during these days, insofar as it can be done without inconveniencing the employer’s operations.

Clause 2 Leaves of absence

Clause 2:1 Granting a leave of absence

A leave of absence (= unpaid leave lasting at least one day) may be granted if the employer finds that it can be done without inconveniencing their operations.

When the employer grants a leave of absence, the period of leave must be stated. A leave of absence may not begin and/or end on a Sunday or public holiday on which the employee would not normally work. The same applies when the weekly rest period includes a day other than a Sunday or public holiday.

Clause 2:2 Calculation of deductions for a leave of absence

In case of absence due to a leave of absence, deductions are made as follows:

> For a leave of absence not exceeding 5 (6)[1] working days, deductions in the following amount shall be made for each working day:

1 (1)[1] of monthly salary
21 (25)

b. For a leave of absence lasting longer than 5 (6)* working days, the employee's daily salary shall be deducted for each day of leave (including non-working days for the employee and Sundays and public holidays). (The term "daily salary" is defined in Clause 4.)

c. If a leave of absence period lasts one or more full calendar months, the full monthly salary shall be deducted for each of the calendar months. (If the employer uses a settlement period other than the calendar month, the corresponding principle applies.)

[1] *Numbers in parentheses are used for six-day weeks.*

Clause 3 Other forms of time off work

Clause 3:1 Granting other forms of time off work

Other forms of time off work may be granted for part of the day, if the employer finds that it can be done without inconveniencing operations.

Clause 3:2 Calculation of deductions for other forms of time off work

When an employee is absent due to another form of time off work, deductions are made for each full half hour.

Deduction per hour = $\frac{1}{175}$ of monthly salary

For the purposes of Clause 3:2, the salary of a part-time employee shall first be calculated up to the salary corresponding to full normal working hours.

Clause 4 Monthly, weekly and daily salary

In this clause, "Monthly salary" refers to the base cash monthly salary and any fixed salary supplements per month.

Monthly salary shall not include the value of benefits in kind or compensation for work-related expenses.

"Base monthly salary" equates to such commissions, percentage of profit, bonuses or similar forms of remuneration not directly related to the employee's personal work contribution, as well as guaranteed minimum commission or similar income. For the purposes of this clause, "daily salary"

refers to the base monthly cash salary x 12, divided by 365.

For employees paid a weekly salary, the monthly salary is to be calculated as 4.3 x weekly salary.

Clause 5 Intermittent part-time work

For part-time employees who work full normal working hours only during certain working days of the week (so-called intermittent part-time work), leave deductions shall be made as follows:

Monthly salary divided by

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

Numbers in parentheses are used for six-day weeks.

Example
For part-time work as described in the left-hand column, deductions are made according to the one on the right.

Working days/week	Deductions/working day
4	$\frac{\text{monthly salary}}{16.8}$
3.5	$\frac{\text{monthly salary}}{14.7}$

Working days/week	Deductions/working day
3	$\frac{\text{monthly salary}}{12.6}$
2.5	$\frac{\text{monthly salary}}{10.5}$
2	$\frac{\text{monthly salary}}{8.4}$

“Number of working days/week” means working days per non-holiday week, calculated on average per month.

Deductions as above shall be made for each day of leave that would otherwise have been a working day.

For clarification of the term “monthly salary”, see Clause 4.

If a leave of absence period lasts one or more full calendar months, the full monthly salary shall be deducted for each of the calendar months. If the settlement periods used by the employer in the payment of salaries do not coincide with the calendar months, the employer is entitled, for the purposes of this provision, to replace the term “calendar month” with the term “settlement period”.

[1] *Numbers in parentheses are used for six-day weeks.*

Section 11 Termination of employment

Clause 1 Notice of termination given by the employee

Clause 1:1a Separate notice period for salaried employees

Employment for less that 2 years 1 month’s notice period

Employment for 2 years or more 2 months’ notice period

Clause 1:2 Form of notice

In order to avoid any dispute as to whether notice has been given, the employee should give their notice in writing. If notice is nevertheless given orally, the employee should provide confirmation in writing to the employer as soon as possible.

Clause 2 Notice of termination given by the employer

Mom 2:1a Notice period for the employee

In the event of the termination of an employee, the notice periods in LASSe extracts from LAS (see separate appendix) apply. Otherwise, they are pursuant to Clause 3:1-3.

Clause 2:2 Rules of order in case of termination of employment due to a lack of work

Excerpt from the Main Agreement on Job Security, Transition and Employment Protection, Chapter 3, Sections 9 and 10

Order of termination due to a lack of work

Section 9

In the relationship between PTK and Arbetsgivaralliansen, as well as PTK’s affiliates that have adopted the Main Agreement, the following shall apply.

The basic idea about transition expressed in Chapter 2 of the Main Agreement is that the employer continuously allocates financial resources to be used in connection with cutbacks in operations.

In such a situation, it should be possible to meet both the undertaking’s needs in terms of its composition of the workforce and the claims of the redundant workers for financial compensation and assistance in finding new jobs. This, in turn, entails an obligation for the parties concerned to seek to reach consensus on the order of termination at the request of either party, in the event of actual cutbacks in operations. In so doing, they have a shared responsibility to ensure that the combined workforce enables the undertaking to achieve increased productivity, profitability and competitiveness.

In the event of personnel cutbacks, the local parties must evaluate the employer’s requirements and needs in terms of staffing. If these needs cannot be met by law, the order of precedence shall be determined in derogation from the provisions of the Employment Protection Act.

In doing so, the local parties shall select the employees to be made redundant a manner that ensures that special consideration is given to the employer’s need for skills, as well as to the employer’s opportunities to run a competitive enterprise and thus lay the groundwork for continued employment.

This assumes that the local parties reach an agreement on the determination of the order of termination (at the request of either party) in accordance with Section 22 of the Employment Protection Act and the necessary derogations from the Act.

By way of derogation from the provisions of Sections 25–27 of the Employment Protection Act, the local parties may also agree on the order of re-employment. For this purpose, the abovementioned criteria shall apply.

It is the responsibility of the local parties to conduct negotiations as described in the preceding clauses upon request, as well as to confirm the agreements they reach in writing.

If the local parties fail to reach consensus, the union parties may reach an agreement in accordance with the above guidelines if either so requests.

This assumes that the employer provides the relevant factual basis to the local or union contracting party prior to the consideration of the matters referred to in this section.

Remarks
Without local or central agreement as described above, both notice of termination due to a lack of work and re-employment can be tried by law in accordance with the Negotiation Procedure.

F*or the purposes of this agreement and for matters relating to personnel cutbacks under the General Terms of Employment vis-à-vis the employer, Arbetsgivaralliansen and PTK note that all relevant PTK unions have agreed that the employer's salaried employees' clubs or representatives appointed by the employees within the PTK area can be represented by a joint body, PTK- L. For the purposes of the aforementioned agreements, this body is to be regarded as the '"local employee party". PTK-L shall also be considered "the local employee organisation" under the Employment Protection Act.*

Section 10

If an agreement regarding the order of termination due to a lack of work cannot be reached, the employer may exclude three employees from the relevant operational unit and contract area. Those thus excluded have priority for continued employment.

For the purposes of the first paragraph, employers that have only one operational unit may choose to exclude a total of four employees for all areas of the agreement.

With regard to a situation in which several operational units are consolidated under a single order of precedence pursuant to the third paragraph of Section 22 of the Employment Protection Act, for the purposes of the first subparagraph, this number shall be three employees plus one employee per unit (in addition to the first operational unit) covered by the consolidation, per contract area.

Alternatively, with the provisions of the first, second and third paragraphs, an employer may, in the relevant business unit and contract area, exempt 15% of employees who are ultimately made redundant due to lack of work, before the statutory schedule is established. Exclusions under this paragraph may not cover more than ten per cent of the employees in the relevant operational unit or units, per contract area.

An employer that, in the event of termination due to a lack of work, has excluded one or more employees under the first, second, third or fourth subparagraphs, may not, in respect of the relevant operational unit and contract area, exclude additional employees in the event of termination that occurs within three months thereafter.

Remarks
This provision replaces the provision in the second paragraph of Section 22 of the Employment Protection Act, i.e., the so-called two-exclusion clause. For the

purposes of this provision, "contract area" means the categorisation between workers and salaried employees.

What constitutes an operational unit is not regulated in this provision. The definition of an operational unit can be found in the third paragraph of Section 22 of the Employment Protection Act, which provision is dispositive.

The term "employees who are ultimately made redundant due to a lack of work'" refers to all employees whose employment is terminated as a result of the lack of work. In addition to individuals whose employment is terminated by the employer, this also refers to employees whose employment is otherwise terminated due to the lack of work, e.g., where the employment is terminated by individual agreement, through earlier retirement and the like.

With regard to the percentage rule, rounding shall be done mathematically.

According to the employer, the excluded employees must be of particular importance for the continuation of the business. The employer's assessment in this matter cannot be challenged legally.

According to the fifth sentence of this paragraph, the possibility of excluding employees from the order of termination does not apply in cases where the employer has previously (and within a three-month period) terminated the employment of workers in the relevant operational unit and contract area and then made use of the exception option. An employer that has made one or more employees redundant due to a lack of work and then excluded employees from the order of termination must therefore wait until three months have elapsed from the date of the first dismissal before it can exclude employees from the order of termination once again

due to a "new" shortage of work in a operational unit and contract area that has been affected. Otherwise, the employer may be liable for damages for violation of the rules of order. The foregoing only applies in cases where, at the time of the previous termination due to a lack of work, the employer actually made use of the possibility of excluding employees from the order of termination.

For the purposes of this provision, the term "operational unit and contract area concerned" means an operational unit and a contract area in which an employee has been made redundant due to a lack of work. In the case of aggregation, this means that the block in the fifth sentence of the subparagraph only applies to units and contract areas where an employee has actually been made redundant due to the lack of work.

Clause 2:3 Extended notice period

For employees who have been dismissed due to lack of work, have reached the age of 55 by the date of notice and have been employed for ten consecutive years on said date, the notice period that applies in the Industry Agreement or LAS is extended by six months.

The provision does not apply to employees aged 65 and older.

Clause 2:4 Written notice in case of termination for objective reasons

Notice of termination for objective reasons, which the employer is required by the LAS to provide locally to the employee organisation, shall be deemed to have been provided when the employer has submitted a notice to the local trade union organisation, or two working days after the employer has sent an official letter by registered post to the address of the respective union branch.

Notice provided by the employer during a period when the organisation/union is closed for the holidays is deemed to have taken place on the day after the date on which the holiday closure ended.

Clause 2:5 Salary during the notice period

In connection with Section 12 of the LAS, the following applies to employees who cannot be offered work during the notice period.

In the case of an employee whose pay consists wholly or partly of commissions directly related to the worker's personal performance, for each calendar day on which the employee cannot be offered work, their income from commissions shall be deemed to amount to 1/365 of their commission income during the preceding twelve-month period.

The same applies to employees who receive a percentage of profits or similar remuneration.

If compensation for staggered working hours, shift work, or on-call or standby duty would normally have been paid to the employee, then for each calendar day on which they cannot be offered work, such compensation shall be deemed to amount to 1/365 of the compensation received during the preceding twelve-month period.

Clause 2:6, Employees aged 69 or over

The employment relationship may be terminated at the end of the month in which the employee reaches the age of 69, through written notification provided two months prior by the employer or employee.

Employment that continues after the employee has reached the age referred to in this clause may be terminated via written notification to that effect from the employer or the employee. In such a case, the employment relationship then ends one month after either party has notified the other of its intention to terminate the employment.

When employment is terminated pursuant to this clause, notice to the trade union organisation need not be given.

Employers and salaried employees intending to terminate employment when an employee reaches retirement age should endeavour to initiate talks about the termination well in advance.

Clause 3 Other provisions on termination

Clause 3:1 Fixed-term employees

In the case of fixed-term employment, Section 2, Clause 7 applies.

Clause 3:2 Shortening the notice period

If, due to special circumstances, the employee wishes to their position before the end of the notice period, the employer should consider whether this can be allowed.

Annual leave which, according to the Annual Leave Act, is not to be granted as time off until the following year, may also be taken during the notice period. However, this can only be done by agreement between the employer and the employee.

Clause 3:3 Damages when the employee does not observe the notice period

If the employee leaves their job without observing all or part of the notice period, the employer is entitled to compensation for the financial damage and inconvenience caused as a result. At minimum, this compensation shall amount to the employee's salary during the part of the notice period that has not been observed.

Clause 3:4 Letter of reference

No matter whether it is the employer or the employee that has ended the employment relationship, the employee has the right to receive a letter of reference stating:

- the duration of the employment

- the employee's work responsibilities and, if requested, an
- assessment of the manner in which this work has been carried out.

The employer must provide such a letter of reference within one week of its request.

Remarks
According to the Unemployment Insurance Act, the employee needs an employer's certificate ("arbetsintyg") from their employer to apply for compensation from an unemployment insurance fund. If possible, this can be issued together with the letter of reference.

Clause 3:5 Certificate of received annual leave

When a worker's employment ends, they are entitled to receive a certificate showing how many of their statutory 25 days of annual leave have been withdrawn during the current annual leave year.

The employer must provide this certificate to the employee within one week of the latter requesting the certificate.

If the employee is entitled to more than 25 days of annual leave, then in this context the excess annual leave shall be deemed to have been taken first.

Section 12 Working hours

Clause 1, Scope of the Agreement

Section 12 applies to those covered by the Agreement on General Terms of Employment under Section 1, Clause 1.

Clause 1:2 Organisation of working hours

The organisation of working hours should take into account both the undertaking's operational needs and the needs and wishes of the salaried employee. As far as possible, the focus should be on taking into account the salaried employee's ability to reconcile work and private life.

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Clause 1:1 Contractual regulation of the Working Hours Act

Employees covered by this Agreement are exempted from the application of the Working Hours Act in its

entirety. Employees have either unregulated or regulated working hours.

Provisions on working hours for employees with unregulated working hours are contained in Section 13, while Section 14 covers employees with regulated working hours.

The Parties agree that the rules of this Agreement regarding the extent and organisation of working hours fall within the scope of the European Commission's Working Time Directive, which aims to ensure the health and safety of workers with regard to the organisation of their working hours.

Section 13 Unregulated working hours

Clause 1 Which workers may be covered

An employee with "unregulated working hours" has the freedom to organise their working hours themselves, provided that they do so based on the requirements and needs of the undertaking. The employer retains the right to manage and distribute the work, even for employees with unregulated working hours. The employee cannot freely manage their working hours; rather, they must be available to participate in various forms of collaboration at the workplace.

Unregulated working hours can thus be applied for:

- employees whose jobs involve supervising others, employees
- whose working hours are uncontrollable, or employees who have
- freedom in the organisation of their working hours.

Clause 2 Application

The total amount of working hours invested over an extended period should not exceed the normal amount of working hours for employees with regulated working hours at the same employer. If, in terms of their working hours, an employee's work responsibilities are deemed abnormal by either party, a consultation must be conducted. Action must be taken based on the overall work situation.

The provisions in Section 14 on daily rest, night work, weekly rest, and total working hours shall guide the planning of unregulated working hours.

Regular follow-up discussions on workload and the extent of working hours must be held between managers and employees.

Remarks
An individual agreement to replace overtime pay with more annual leave days and higher pay does not mean that the employer and the worker have agreed on a higher number of normal working hours.

The requirements of the undertaking may mean that workers who have reached an individual agreement as described above periodically need to perform work beyond their normal working hours.

Clause 3 Compensation for unregulated working hours.

Employees with unregulated working hours are compensated with at least five extra annual leave days and higher pay. When setting salaries, account must be taken, among other things, of the job's need for flexibility, irregular workload, and business travel.

Remarks
Compensation for overtime/additional time, inconvenient working hours, and travel time is not paid to employees with unregulated working hours.

Clause 4 Written agreement and notification obligation

An agreement on unregulated working hours must be in writing.

An agreement on unregulated working hours can be terminated with at least two months' notice before the end of the annual leave year by either the employer or the employee. Notice of termination must be provided in writing.

The employer must notify the local trade union organisation at the workplace when an agreement on unregulated working hours has been reached.

Clause 5 Local agreement

Between the employer and the local trade union, a written agreement can be reached that certain employees or groups of employees will be subject to the rules on unregulated working hours. This applies to employees who, in view of their work responsibilities, are in a position of special trust in terms of their working hours or who otherwise have special circumstances.

Clause 6

Clause 6:1 When an employee is ordered to work on a day off

When a full-time employee is ordered to work on a day they would not otherwise have worked, they shall receive compensation in the form of 1 1/2 days off work for each such day of work, or (by agreement) in the form of financial compensation equal to 1/20 of their monthly salary. This financial compensation includes holiday pay.

Clause 6:2 Withdrawal of compensatory leave

Compensatory leave shall be taken as close as possible to the date on which it was earned. If compensation for work on a non-working day has not been paid within three months of the date on which it was earned, the compensatory leave shall be converted into financial compensation in an amount equal to 1/20 of the monthly salary per such day of work.

By prior agreement and on a case-by-case basis, compensatory leave may also be taken after the end of this three-month period.

Section 14 Regulated working hours

Clause 1 Normal working hours

Clause 1:1 Length of the working day

Normal working hours may not exceed 40 hours on average per non-holiday week over a limitation period of no more than six months. If an employee has shorter working days, the lower number of weekly working hours shall be used in the average calculation.

A local agreement may be reached regarding a different limitation period

NEW

Clause 1:2 Non-working days

Midsummer, Christmas, and New Year's Eves, Ascension Day and All Saints' Day are non-working days.

On the Eve of the Epiphany, Maundy Thursday, Walpurgis Night, and the day before Ascension Day, the normal working day may not exceed four hours in length. On such a day, normal working hours may not extend past 13:00.

An employee may not work more than 21 non-working days per calendar year. If special reasons exist, an agreement can be reached between the employer and the employee regarding additional work that extends beyond this limitation. At the request of the employee, the local trade union organisation may take part in the deliberations.

Employers and employees may agree on non-working days for the calendar year other than those cited in this clause. Such an agreement must specify which other non-working days will instead apply for the individual. Such an agreement must be in writing, and may be terminated one month before the new calendar year.

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Clause 2 Overtime allowance

Clause 2:1 General overtime

In exceptional circumstances, up to 100 hours of general overtime may be worked per calender year.

A maximum of 48 hours of general overtime may be worked in any four-week period, or no more than 50 hours per calendar month. These hours may only be exceeded in exceptional circumstances, such as when it is necessary to complete work that cannot be interrupted without significantly inconveniencing the undertaking's operations.

Clause 2:2 Deduction from the overtime allowance

Regardless of the form of compensation, general overtime shall be deducted from the overtime allowance in accordance with Clause 2:1.

If overtime is replaced by time off work (compensatory leave) pursuant to Section 7, Clause 2.3, the number of "overtime hours" compensated by the time off shall be returned to the overtime allowance in accordance with Clause 2:1.

Example
An employee works four hours of overtime on a weekday evening. These overtime hours are deducted from the employee's overtime allowance in accordance with Clause 2:1. It is agreed that the overtime will be compensated with six hours of time off work (compensatory leave), according to the formula: 4 overtime hours x 1.5 hours = 6 compensatory leave hours. Once the compensatory leave has been taken, the four overtime hours that have been compensated through the time off work are added back to the overtime allowance in accordance with Clause 2:1.

In the course of a calendar year, a maximum of 50 hours may be returned to the overtime allowance in this way, unless the employer and the local trade union organisation agree otherwise.

Clause 2.3 Other agreement

In the case of a particular employee or group of employees, written agreement may be reached between the employer and the local trade union organisation regarding a different calculation or extent of general overtime hours.

Clause 2:4 Extra overtime

In addition to the above, in exceptional circumstances, extra overtime may be worked during the calendar year, as follows:

- A maximum of 100 hours, by agreement between the employer and the local trade union organisation. Either party may refer the matter to the Central Parties for decision.

Clause 2:5 Emergency overtime

If a natural disaster, accident, or other comparable circumstance that could not be foreseen has caused the interruption of operations or resulted in an imminent danger of such interruption or in injury/damage to life, health or property, overtime completed in connection therewith shall not be taken into account in the calculation of overtime under Clause 2:1 above.

Clause 3 Additional time allowance

When the employer and the employee have agreed that additional time is to be worked, such time may not exceed 100 hours per year.

Accumulated additional time can be taken as time off work. When accumulated additional time is taken as time off work, a maximum of 50 hours may be returned to the additional time allowance per calendar year.

Clause 4 On-call hours

Where, by reason of the nature of an undertaking's operations, it is necessary for the employee to be at the employer's disposal at the establishment in order to carry out work when the need arises, a maximum of 48 on-call hours may be worked in a four-week period (or 50 hours in a calendar month). On-call hours are not hours during which the employee performs work on behalf of the employer.

In the case of a particular employee or group of employees, written agreement may be reached between the employer and the local trade union organisation regarding a different calculation or extent of on-call time.

Clause 5 Recording overtime, additional time and on-call time

The employer must keep the records required for the calculation of overtime in accordance with Clause 2, additional time in accordance with Clause 3, and on-call time in accordance with Clause 4. The employee, the local trade union organisation and representatives of the central employee party are entitled to access these records.

Clause 6 Rest breaks, meal breaks and brief breaks

Unless otherwise agreed by the local parties, rest breaks must be scheduled so that the employee does not perform work for more than five consecutive hours. A rest break is an interruption in the daily working hours during which the employee is not obliged to remain at the workplace. Rest breaks may be replaced by meal breaks at the workplace, if this is necessary in view of

the working conditions, illness or some other event that the employer could not foresee. Such meal breaks are included in the working hours.

The employer must organise the work so that the employee can take the brief breaks necessary in addition to the rest/meal breaks. If the working conditions so require, special work breaks can be provided instead. Brief breaks are included in the working hours.

Clause 7 Daily rest

An employee must have at least eleven consecutive hours of rest per 24-hour period.

Derogations may be made temporarily if they are caused by a special circumstance which could not have been foreseen by the employer, provided that the employee is provided with a corresponding amount of rest time at the beginning of the next shift, to compensate for the lost rest time. This compensatory rest constitutes paid time off work. The main part of the daily rest period must be between 22:00 and 06:00.

Derogations may also be made in connection with planned activities that require the employee's supervision/monitoring and make a daily rest period impossible. A prerequisite for this is that the corresponding compensatory rest must be taken within the next seven days.

By local agreement, derogations from the above can be made, provided that the employee is compensated with time off work or given other appropriate protection.

Remarks
Examples of the activities referred to in the third paragraph above include event and camp activities where the responsible employee cannot be afforded a daily rest period.

The aforementioned 24-hour period may constitute a calendar day or any 24-hour period. This timing of this period must follow an established system and be applied consistently. Daily rest periods may be switched in the event of interruptions, such as when schedule changes are made.

Clause 8 Weekly rest

Workers must be afforded at least 36 consecutive hours of time off work in each seven-day period (weekly rest). As far as possible, this time off work should fall on weekend days. Derogations may be made temporarily if they are caused by a special circumstance which could not have been foreseen by the employer, provided that the employee is provided with 36 consecutive hours of time off work before their next scheduled weekly rest period. This compensatory rest constitutes paid time off work.

Time spent on standby duty (committed in one's leisure time to work during this leisure time should a need to perform work arise) does not constitute a weekly rest period. Unless otherwise agreed locally, the seven-day period is calculated from Monday at 07:00.

By local agreement, derogations from the above can be made, provided that the employee is compensated with time off work or other appropriate protection. NEW

Clause 9 Night work

In any 24-hour period, night workers shall work more than an average of eight hours over a reference period not exceeding six months.

Night workers whose job involves special hazards or heavy physical or mental strain may not work more than eight hours in any 24-hour period while performing night work. Derogations may be made on a temporary basis, provided that they are caused by a special circumstance which could not have been foreseen by the employer. Such a derogation may be made only on condition that the employee be given the corresponding amount of rest at the beginning of their next shift, to compensate for the lost rest. This compensatory rest constitutes paid time off work.

"Night workers" are employees who normally work at least three hours of their working hours at night or who are likely to spend at least one third of their annual working hours working at night.

"Night" refers to the period between 22:00 and 06:00.

Clause 10 Employees' total working hours

The total working hours during each period of seven days may not exceed 48 hours on average, including overtime, over a reference period of no more than six months. For the purpose of calculating total working hours, annual leave and sick leave taken during a period during which the employee would otherwise have worked shall be equated with completed working hours.

Clause 11 Working hours schedule

The organisation of working hours is specified in the working hours schedule established by the employer following consultation with the local party or employee concerned. As far as possible, the goal should be to strike a balance between the demands of the undertaking and the employee's ability to reconcile work and private life.

In the event of a change in a salaried employee's working hours, a reasonable transitional period may be necessary before the change is implemented. However, the working hours schedule should be posted at least four weeks before it is due to go into effect. NEW

Section 15 Inconvenient working hours, on-call duty and standby duty

Clause 1 Inconvenient working hours

Clause 1:1 The concept of “inconvenient working hours”

Inconvenient working hours are normal working hours that are scheduled so that supplements must be paid in accordance with this item. Among other things, shift work and staggered working hours can count as inconvenient working hours.

“Inconvenient working hours” refers to the part of the normal working hours that takes place at other times than between 07:00 and 18:00, Monday through Friday.

Clause 1:2 Compensation rules for inconvenient working hours (inconvenient working hours supplement)

For inconvenient working hours, an inconvenient working hours supplement is paid as follows:

Monday - Friday	
from 18:00 to 24:00	monthly salary / 600
from 00:00 to 07:00	monthly salary / 400
Saturday - Sunday	
from Saturday at 00:00 until Saturday at 07:00	monthly salary / 400
from Saturday at 07:00 until Sunday at 24:00	monthly salary / 300
On public holidays, the following applies:	
from 07:00 on Epiphany, May Day, Ascension Day, 6 June and Whit Eve until 00:00 on the first weekday after each of these holidays	monthly salary / 300
from 18:00 on Maundy Thursday and from 07:00 on Midsummer’s Eve, the day before All Saints’ Day, Christmas Eve, and New Year’s Eve until 00:00 on the first weekday after each of these holidays	monthly salary / 150

In applying this calculation, the salary of a part-time employee shall first be calculated up to the salary corresponding to full normal working hours.

Remarks
The Parties agree that the employer should have reasonable grounds for introducing work during inconvenient working hours.

Clause 1:3 Impact of the inconvenient working hours supplement on sick pay and overtime compensation

Compensation for inconvenient working hours is not included in the basis for calculating sick pay or overtime compensation.

Clause 1:4 Other provisions

A supplement for inconvenient working hours cannot relate to the same hours for which overtime pay or travel time compensation has been paid. In individual cases, supplements for inconvenient working hours can be converted into a fixed monthly amount.

The employer and an individual employee may agree that:

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The rules on inconvenient working hours compensation as described above shall not apply, but that the employee shall instead receive some other form of comparable compensation. Such an agreement must be in writing and contain information about
the compensation received instead of inconvenient working hours compensation.

The agreement is valid until further notice and can be revised at the next salary review.

The party wishing to terminate an individual agreement shall notify the other party at least two months in advance.

Whenever possible, work at an inconvenient time should be ordered (or warning provided) at least four weeks in advance.

Clause 1:5 Other local solutions

The local parties may agree on another solution.

Clause 2 Standby duty

2.1Definition

"Standby" refers to time when the salaried employee does not have a duty to work, but must be available to perform work should the need arise.

An employer who wants to introduce standby duty must negotiate with the local salaried employee party beforehand.

2.2 Standby duty

Standby Duty A means that the salaried employee must be available to report to work via a mobile tool or similar device. Standby Duty A does not require the salaried employee to appear at any specified place.

Standby Duty B means that the salaried employee must report to the workplace or another place specified by the employer to perform work.

Standby Duty C means that the salaried employee must report to their home to perform work.

Remarks 1
In cases where the employer wants to apply Standby Duty C, but the salaried employee does not consider their home to be a suitable workplace, they must instead report to work at the workplace or at another specified place. However, compensation is paid according to Standby Duty C.

Remarks 2
When assigning standby duty, the employer must take into account reasonable response times with regard to the salaried employee's type of standby duty and other relevant conditions, both practical and objective. As a starting point, one (1) hour of response time is suggested for Standby Duty B and Standby Duty C. The stipulated response time can be both shorter and longer than this.

2.3 Schedule

Standby duty must be scheduled so that it does not unduly burden individual salaried employees. The schedule should be drawn up and communicated well in advance. Changes to scheduling must be announced at least two weeks in advance. Temporary derogations that could not be foreseen during scheduling are not counted as a schedule change.

Remarks 1

For example, an "unreasonable burden" means that standby duty should not be scheduled for too few salaried employees, nor should standby duty be scheduled in multiple standby shifts during the same day not adjacent to normal working hours.

Remarks 2

Local agreement is expected to be reached, if necessary, on night work and rest rules in connection with standby duty.

2.3.1 Standby duty compensation

Unless otherwise agreed locally, Standby Duty A, B and C will be compensated as follows:

Time of standby	Hourly compensation		
	A	B	C
Monday at 00:00 – Friday at 18:00	$\frac{\text{monthly salary}}{1750}$	$\frac{\text{monthly salary}}{1400}$	$\frac{\text{monthly salary}}{1650}$
Friday at 18:00 - Saturday at 07:00, and from 18:00 the day before until 07:00 on Epiphany, May Day, Ascension Day, All Saints' Day and Sweden's National Day	$\frac{\text{monthly salary}}{1100}$	$\frac{\text{monthly salary}}{900}$	$\frac{\text{monthly salary}}{1050}$
Saturday at 07:00 - Sunday at 24:00, and from 07:00 on Epiphany, May Day, Ascension Day, All Saints' Day and Sweden's National Day until 00:00 the first weekday after each of these holidays	$\frac{\text{monthly salary}}{750}$	$\frac{\text{monthly salary}}{600}$	$\frac{\text{monthly salary}}{700}$
from 18:00 on Maundy Thursday and from 07:00 on Pentecost, Eve Midsummer's Eve, Christmas Eve, and New Year's Eve until 00:00 on the first weekday after each of these holidays	$\frac{\text{monthly salary}}{450}$	$\frac{\text{monthly salary}}{350}$	$\frac{\text{monthly salary}}{400}$

For part-time employees, the salary shall be increased to correspond to full-time pay.

For part-time employees, the salary shall be increased to correspond to full-time pay.

Compensation for standby duty is paid per shift, for at least 1 hour for Standby Duty A, 4 hours for Standby Duty B, and 2 hours for Standby Duty C, reduced, where applicable, by the time for which the salaried employee has received

compensation in the event of an ordered suspension of work in accordance with 4.4.6 below.

2.3.2 Compensation for time worked during standby duty

If no local agreement has been reached regarding other hourly compensation, the time worked is compensated as follows: In the event of an ordered suspension of work, overtime pay is paid for the time actually worked, but with the following minimums:

- at least 30 minutes in the case of work carried out in accordance with Standby Duty A,
- at least three hours in the case of work performed according to Standby Duty B, and
- at least two hours in the case of work performed according to Standby Duty C.

A salaried employee who has Standby Duty B, but performs work in accordance with Standby Duty A, shall be compensated for at least one hour. For part-time employees, the salary shall be increased to correspond to full-time pay.

Compensation is paid for travel expenses related to Standby Duty B.

2.3.3 Individual agreement

The employer and an individual salaried employee may agree that the rules regarding compensation described above shall not apply, but that the salaried employee shall instead receive some other form of reasonable compensation. Such an agreement must be in writing and should include information on the compensation received instead of compensation for standby duty.

The agreement is valid until further notice and can be revised at the next salary review.

The party wishing to terminate an individual agreement shall notify the other party at least two months in advance.

Remarks 1
If there is a local party, it is advisable for the parties to have discussed the wording of individual agreements. This can also be done in cooperation. It may also be appropriate to discuss individual agreements regarding standby in connection with the salary review.

2.3.4 Local agreement

The local parties may agree on another solution.

Clause 3 On-call time

Clause 3:1 The concept of “on-call time”

“On-call time” refers to time when the employee does not have an obligation to work but is obliged to be at the employer’s disposal at the workplace to perform work when the need arises.

Clause 3:2 Compensation for on-call time

On-call time is compensated on an hourly basis, as follows:	monthly salary / 600
However:	
Friday - Sunday	
from Friday at 18:00 until Saturday at 07:00	monthly salary / 400
from Saturday at 07:00 until Sunday at 24:00	monthly salary / 300
Public holidays:	
from 18:00 the day before until 07:00 on Epiphany, May Day and Ascension Day	monthly salary / 400
from 07:00 on Epiphany, May Day, Ascension Day, Whit Eve, and Sweden’s National Day until 00:00 on the first weekday after each of these holidays	monthly salary / 300
from 18:00 on Maundy Thursday and from 07:00 on Midsummer’s Eve, the day before All Saints’ Day, Christmas Eve, and New Year’s Eve until 00:00 on the first weekday after each of these holidays	monthly salary / 150

For the purposes of the application of the formulae for calculating compensation for on-call time, the salary of a part-time employee shall be calculated up to the salary corresponding to full normal working hours.

Compensation for on-call time is paid per shift, for a minimum of eight hours. Where applicable, time for which overtime pay has been paid is subtracted from the on-call hours.

Clause 3:3 Other provisions

Agreements on exceptions to the above compensation rules may be made with employees in more qualified positions who receive some other form of reasonable compensation.

On-call time must be allocated in such a way that it does not unduly burden an

individual worker. On-call time schedules should be established well in

advance.

Clause 3:4 Other local solutions

The local parties may agree on another solution.

The employer and an individual employee may agree that the rules regarding compensation for on-call time described above shall not apply, but that the employee shall instead receive some other form of comparable compensation. Such an agreement must be in writing and include information on the compensation received instead of compensation for on-call time.

The agreement is valid until further notice and can be revised at the next salary review.

The party wishing to terminate an individual agreement shall notify the other party at least two months in advance.

Section 16 Period of validity

This Agreement is valid from 1 May 2023 until 30 April 2025.

For the period after 30 April 2025, the Agreement applies with seven days' mutual notice

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Agreement on Partial Retirement, Arbetsgivaralliansen

Agreement on Partial Retirement

This Agreement is part of the General Terms

Salaried employees have a greater opportunity to apply to their employer to reduce their working hours from the age of 62 (salaried employees covered by ITP2) and the age of 63 (salaried employees covered by ITP 1) in order to take advantage of the Flex Pension Scheme. For such an agreement to be reached, it is a prerequisite that this can be done with reasonable consideration for the requirements and needs of the undertaking.

Salaried employees who wish to exercise their right to apply for partial retirement shall do so in writing. The employer must promptly examine the application and assess the possibilities of reaching an agreement on partial retirement.

If the employer and the salaried employee agree that the salaried employee will reduce their working hours, then as soon as this agreement goes into effect, the employment becomes a part-time position with the FTE percentage resulting from the agreement.

If no agreement is reached on a reduction in working hours, the employer must inform the salaried employee and their trade union (if there is a local union branch at the undertaking) of this and of the reasons why an agreement cannot be reached. The trade union organisation can then call for both local and central negotiations on the issue of interest, with regard to the application and the conditions surrounding it. At the negotiations, the salaried employee's request to reduce their working hours is considered to be for a reduction to 80 per cent of FTE.

If no agreement can be reached through negotiations, the undertaking's assessment will continue to apply. The fact that no agreement is reached cannot be reviewed legally, provided that the employer has examined the application and justified its assessment with reference to the requirements and needs of the undertaking.

For salaried employees who have reached an agreement in accordance with the above regulations and belong to ITP 2, the employer must continue to report income to Collectum based on the salaried employee's previous FTE percentage. However, this obligation ceases if the salaried employee accepts employment with another undertaking or otherwise carries out activities of a financial nature which may provide the salaried employee with income.

The preferential right to employment with a higher FTE percentage under Section 25 a of the Employment Protection Act does not apply to salaried employees who have reduced their working hours due to partial retirement.

Remarks 1
The parties agree that the Agreement shall be adapted to the statutory rules regarding pensions in force at any given time.

Remarks 2
With regard to variable salary components, it is assumed that an agreement is reached on how these are to be reported. Agreement is reached on the basis of previous FTE percentages taking into account actual earnings, a new FTE percentage and any changes in the payroll system.

Notice period pursuant to Section 11 of the Employment Protection Act (1982:80), LAS*

For both employers and employees, a minimum notice period of one month applies. The employee is

entitled to a notice period of

- two months, if the total period of employment with the employer is at least two years but less than four years;
- two months, if the total period of employment with the employer is at least four years but less than six years;
- four months, if the total period of employment is at least six years but less than eight years;
- five months, if the total period of employment is at least eight years but less than ten years, and
- six months, if the total period of employment is at least ten years.

If an employee who is on parental leave pursuant to Section 4 or 5 of the Parental Leave Act (1995:584) is made redundant due to a lack of work, the notice period begins to run when the employee fully or partially resumes work, or when the employee should have resumed their work according to the notification of parental leave that applies when the termination of employment occurs. (SFS 2015:759).

(SFS 2015:759)

Remarks
**Note the rule on extended notice periods in Section 10, Clause 2:3.*

Agreement on the Negotiation Procedure in the Event of a Legal Dispute

Scope and extent

The Negotiation Procedure covers all employees employed by companies bound by collective bargaining agreements regarding the general terms of employment, with the exception of persons in senior management who, in view of their job responsibilities and terms of employment, may be regarded as being in a managerial (or comparable) position.

Time limit on negotiations or actions

If a party desires to seek compensation for damages or seek other performance under the law, a collective bargaining agreement or under an individual agreement, the party must request, unless other arrangements are specified in the collective bargaining agreement in question, negotiations within four months of the facts and circumstances upon which the claim is based. Provided that the negotiations must be requested no later than two years after these facts and circumstance arose.

If a party does not request negotiations within the prescribed period of time, the party loses the right to demand negotiations.

Remarks
The Parties agree that any dispute that may arise involving the employment relationship as a necessary condition for a legal claim are covered by the Negotiation Procedure.

Employers that intend to make a legal claim against an organisation bound by a collective bargaining agreement or a union member where the employment relationship has been a requisite precondition must first comply with the Negotiation Procedure.

An individual employee has the possibility to choose to bring a legal action in court without prior negotiation under the Negotiation Procedure or without pursuing resolution in central negotiations under the Negotiation Procedure.

Where a dispute is based on the Swedish Employment Protection Act, or is based on a matter under the collectively bargaining agreement agreed form of employment, the time period limits pursuant to the Swedish Employment Protection Act will apply instead of the time limit deadlines in these negotiation rules and procedures with the additions that appear in the following regarding time limits to be observed between the local and central negotiations.

Local negotiations

A negotiation must primarily be conducted between the local parties (the employer and the local trade union organisation).

The negotiation is to commence as soon as possible and no later than two weeks from the date on which the request for negotiations is confirmed, unless agreed otherwise by the parties.

Central negotiations

After the local negotiations has concluded, the party that requested the local negotiations and who desires to pursue the matter is to refer the matter to the central negotiations.

The request for central negotiations must be in writing and is to be made with the counterparty's organisation within the following times from the date of conclusion of the local negotiations:

> within two weeks of a dispute relating to litigation concerning the annulment of a dismissal or dismissal or declaration that fixed-term employment is unlawful and that the employment shall remain in effect until further notice.

within two months in other litigation/legal disputes

If the party fails to do this, the party loses the right to negotiations.

Central negotiations are to begin as soon as possible and no later than two weeks from the date on which the request for negotiations is confirmed, unless agreed otherwise by the parties.

Remarks
The negotiations are normally concluded at the same time as the meeting for the negotiations. If this is to happen at a later date, it is to be expressly agreed between the parties. Ultimately, negotiations can be concluded by the party providing writing notice of intention to withdraw from the negotiations.

Legal ruling in a court of law

If a legal dispute relating to a law, collective bargaining agreement or individual agreement has been the subject of central negotiations without being resolved, the party may, within three months of the date on which the central negotiations has ended, refer the dispute to a court of law for a legal decision. If the party fails to do this, the party loses the right to being a legal action in court.

Period of validity

The Negotiation Procedure applies until further notice, with a notice period of six months. However, notice of termination can be given no earlier than the date on which the interim Collective Agreement on General Terms of Employment expires.

Remarks
This Negotiation Procedure does not affect the rules on statutory time limits and obligations for the employer to request negotiations pursuant to Sections 34, 35 and 37 of the Swedish Co-Determination in Working Life Act (MBL).

Minutes from the Negotiations, Cooperation Agreement

Matter	Revision of Cooperation Agreement and signature of the Agreement on Work Environment, Equal Treatment and Skills Development
Date	2014-10-20
Location	Arbetsgivaralliansens' premises, Klara Södra Kyrkogata 1, Stockholm
Parties	Arbetsgivaralliansen (Aa) PTK LO
These Minutes have been reviewed and signed by	Hans-Goran Elo Ann Lundberg Westermark Kent Ackholt
Present on behalf of Aa:	Hans-Göran Elo Lars Dicander
on behalf of PTK:	Ann Lundberg Westermark Patrik Pedersen
on behalf of LO:	Kent Ackholt Johan Ingelskog Magnus Pettersson

Section 1 Amendments

Following a review of the Cooperation Agreement signed on 1999-11-30, the Parties reach consensus regarding the revised Cooperation Agreement, as well as an Agreement on Work Environment, Equal Treatment and Skills Development (see appendix).

Section 2 The Council of Directors

According to the Cooperation Agreement, the Parties shall establish an Allråd [Council of Directors] consisting of members representing the Parties.

In matters that only concern Vision, PTK and Vision agree on representation in the Council of Directors.

Section 3 New legislation

At any time during the current agreement period, Arbetsgivaralliansen and PTK/LO may discuss the content of the Cooperation Agreement and the Agreement on Work Environment, Equal Treatment and Skills Development, if changes in current legislation so require. Amendments to these agreements due to changes in legislation are effective without specific adoption at the industry or workplace level.

Section 4 Follow-up

The Parties are to meet annually to follow up on the agreements.

Section 5 Period of validity

The revised Cooperation Agreement and the Agreement on Work Environment, Equal Treatment and Skills Development apply from 1 January 2015 until further notice, with a mutual notice period of six months.

Minutes taken by
Lars Dicander

Adjusted by
Hans-Goran Elo Ann Lundberg Westermark

Kent Ackholt

Cooperation Agreement for Arbetsgivaralliansen's Area and Agreement on Work Environment, Equal Treatment and Skills Development

Amendment of the Cooperation Agreement of 1999-11-29 – 30 with entry into force from 1 January

Cooperation Agreement for Arbetsgivaralliansen's Area

This Agreement gives employees and employers within Arbetsgivaralliansen's area of operations great opportunities to work together to create forms of cooperation.

With this Agreement, the Parties aim to create the conditions for well-functioning and developed cooperation between the local trade unions, employees and employers within Arbetsgivaralliansen's area.

In those workplaces where there are local union representatives, it is important that they be given good conditions for conducting union work.

Cooperation can take place, e.g., in joint bodies, through regular negotiations, or in recurring conversations with the employee(s). The Parties can also agree to other forms of cooperation in the workplace. Special requirements are imposed to find functioning forms of cooperation in workplaces with only one or a few employees and where the employer is not represented on a daily basis.

Remarks
"Local party" is defined by the respective central employee organisation

Section 1 Cooperation

Cooperation in the organisation is based on the interactions between individual employees and their immediate managers. The local parties have a joint responsibility to create opportunities for developing the undertaking through cooperation as a natural process in the organisation. In order to achieve a good collaborative climate, employees must be given the opportunity to influence, participate and develop. It is the responsibility of the Parties to develop and maintain trusting party relationships with respect for each Party's different roles and working conditions.

The purpose of the Agreement is to involve employees in the decision-making process at an early stage, thereby giving them the opportunity to assert their influence.

Section 2 Legal basis

This Agreement is a further development of the MBL, the aim of which is to promote development and cooperation in the organisations. The Co-determination in Working Life Act (MBL), the Trade Union Representatives Act (FML), the Work Environment Act (AML) and the Discrimination Act constitute the legal basis for this Agreement.

The following rules in the Agreement apply regardless of the form of cooperation:

- The rules on employee consultants (Section 5, Paragraphs 7-8)
- Deadline for requesting central negotiations in a co-determination issue (Section 7, Paragraphs 3-5)
- Trade union activities (Section 9)
- Agreement on Work Environment, Equal Treatment and Skills Development

In cases where the trade union organisation has designated a union representative with a negotiating mandate, a collective agreement must be reached on the form of cooperation.

If the trade union organisation has not designated a union representative with a negotiating mandate, local co-determination takes place in the form of cooperation at the workplaces. As a general rule, cooperation takes the form of so-called "workplace meetings" or, in smaller workplaces, in the form of conversations with the individual employee(s).

The form of cooperation that applies at the workplace must be documented, and everyone at the workplace should

know about it. Local collective agreements replace the forms of participation in Sections 11, 12, 14 and 10 of the MBL,

with the exception of Section 5,
Paragraph 4 below.

If a local collective agreement on cooperation cannot be reached, the rules for participation under Sections 11, 12, 14, 19 and 38 of the MBL apply.

Remarks
In the event of cutbacks (lack of work), Section 20 of the Employment Protection Act (LAS) shall apply, i.e., negotiations under the MBL must take place between the employer and the local trade union before a decision is made. The same applies to the use of a contractor (Section 38 of the MBL) and to the transfer of an undertaking (Section 6 b of the LAS).

Section 3 Concepts in the cooperation process

Manager-employee dialogue

The individual employee must be given the opportunity to influence the decisions that affect their work and development. This can be accomplished, inter alia, through regular performance reviews.

Workplace meetings

Cooperation in the form of regular meetings with all employees in all or parts of the organisation, at which operational issues are discussed.

Cooperation bodies

Cooperation on issues relating to workplace operations is handled in a cooperation body in which the local parties are represented.

Organisation-wide cooperation bodies

Cooperation on issues relating to the operations of the entire organisation is handled in an organisation-wide cooperation body in which the local parties are represented.

Section 4 Information

Information is an important part of the cooperation process and is provided in the form of:

- ongoing information on the organisation's operations, development and finances, as well as guidelines for personnel policy
- Information prior to a decision on a cooperation issue

For an effective cooperation process, the central parties require that supporting documentation for decision-making be presented well in advance before the cooperation takes place.

§ 5 Forms of cooperation

The local parties must design the cooperation process according to the conditions and activities of the individual organisations, so that employees are given the opportunity to engage in dialogue and assert influence.

The employer has primary responsibility for ensuring that cooperation takes place in matters of importance to the undertaking or with an individual employee according to the locally determined forms. The employee party is responsible taking the initiative to raise additional issues for consideration in the cooperation process.

Cooperation can take place at different levels through:

- Manager-employee dialogue
- Workplace meetings
- Cooperation bodies
- Organisation-wide cooperation bodies

Negotiations must always take place in the following cases:

- When implementing cutbacks (Section 29 of the LAS)
- Transfer of an undertaking (Section 6b of the LAS)
- Hiring a contractor (Section 38 of the MBL)
- When specifically requested by the employee party or the employer.

Regardless of the form of cooperation, the employer is obliged to clearly clarify when the employer considers that the cooperation on an issue has ended and that the intention is to make a decision as soon as the agreement deadline has expired. If the employee party also considers the matter closed, it should state that it does not intend to pursue the issue further.

Remarks
If necessary, the employer or local trade union organisation may deviate from the above forms of cooperation and instead request regular negotiation under the MBL:

The Parties agree that matters of a purely managerial nature and relating to the employee's personal relationship or integrity shall not be handled within the cooperation system.

Employee consultant

In matters of crucial importance to the employer and the employees, the local employee organisation has the possibility to request an employee consultant. Decisions on the use of employee consultants are made by central agreement. If the central parties cannot

agree, the Allråd shall issue a binding opinion for the local parties.

An agreement on the use of employee consultants must contain information on the scope, content and cost of the consultancy services, as well as the terms and conditions of the consultant's contract. Employee consultants are entitled to access the information from the employer that is required to carry out their assignment.

Section 6 Areas of cooperation

Areas where cooperation should take place are:

- **Operational planning and finance**
  Within the framework of local cooperation, information on finances and investments, projections, etc. should be included. The same goes for the short- and long-term planning of operations. Budget work should also take place in local cooperation, and other issues of importance for the employees' work situation should also be addressed in this manner.
- **Work organisation**
  A well-functioning organisation and management is a prerequisite for a good work result and for the individual employee to thrive in the workplace. This is an important issue for cooperation.
- **Personnel**
  Personnel planning is an important area for local cooperation. The employer should engage in short- and long-term personnel planning. This, together with the procedures that apply locally as well as the policy applied in various issues, should be accommodated within the framework of local cooperation. This area includes, among other things, recruitment, employment and introduction of new workers. The personnel area also encompasses issues such as "who does what" (staffing), development opportunities, and performance reviews, which form an important basis for the individual employee's skills development.

The local partners must determine the level at which each issue is to be dealt with and whether additional areas are to be covered by the cooperation.

The Agreement on Cooperation in Work Environment, Equal Treatment and Skills Development Issues can be found in Appendix 1 to this Agreement.

Section 7 Disagreement

The central parties assume that the employer and the local trade union organisation endeavour in every way to resolve issues by mutual agreement. If a disagreement nevertheless arises, the employer is obliged to wait to take a decision if the trade union at the workplace so requests. In workplaces where there is no union representation, the regional/central trade union organisation must report the disagreement.

The cooperation process must be dealt with promptly.

If there is union representation at the workplace, disagreements must be reported immediately.

If there is no union representation at the workplace, the employee(s) must be given reasonable time to get help from their trade union organisation. In this case, any disagreement must be reported within one week of the matter being discussed at the workplace meeting.

If the notification or request has not been received within these time frames, the employer has fulfilled its obligation to cooperate and is thereby entitled to take a decision on the matter.

Central negotiation

When a cooperation issue has been finally dealt with in the cooperation process and disagreement persists, the trade union organisation can refer the issue to the central employee organisation for a request for central negotiations.

Such a request must be submitted to the central counterparty within two weeks of the closure of the case at the local level. If the request for negotiations is not made within the deadline, the employer has fulfilled its obligation to cooperate and is thereby entitled to take a decision on the matter.

If exceptional reasons exist, the employer may take and execute decisions before central negotiations have been conducted.

Section 8 Formalities

Memoranda must be kept clarifying which issues have been handled in cooperation, which decisions have been taken, or on which issues disagreement has arisen. Minutes shall be taken at all negotiations.

Section 9 Trade union activities

When planning the organisation's operations, consideration must be given to the union representatives and their need for time off work to fulfil their union-related duties. The local parties must consult the employer annually about the necessary extent of time off.

A member of a trade union with a collective agreement has the right to partake of union information during a maximum of five paid working hours per calendar year.

Newly hired employees have the right to one hour of paid work in which they may partake of information about local trade union activities arranged by the trade union.

Section 10 Follow-up

It is the responsibility of the local parties to foster and maintain local cooperation. This is accomplished, inter alia, through regular

follow-up of the local cooperation process.

If the cooperation process does not work, this must be pointed out so that the shortcomings can be rectified.

All employees and employer representatives must have good knowledge of the forms of cooperation.

Section 11 Responsibilities of central parties

The central parties shall follow the development of this Agreement and contribute to the dissemination of information about it. The central parties shall work to establish good forms of cooperation.

Section 12 Negotiation Procedure in the Event of a Legal Dispute

The Parties agree that the Negotiation Procedure between Arbetsgivaralliansen and PTK/LO applies in those parts that are not regulated in the Cooperation Agreement. Legal disputes regarding issues regulated in the Cooperation Agreement and local agreements that have arisen as a result of the Cooperation Agreement are to be decided by the Allråd.

The task of the Council is also to advise employers and local trade unions in the application of the Cooperation Agreement. To the extent possible, the Parties agree to seek consensual solutions and avoid disputes.

Allrådet [The Council of Directors]

The Council of Directors consists of two members from Arbetsgivaralliansen and one from LO and PTK, or those appointed by LO and PTK. The Council also handles any disputes concerning the interpretation of the Negotiation Procedure. At the request of either Party, the Council may also appoint an impartial chairperson.

Agreement on Work Environment, Equal Treatment and Skills Development

Work environment

The work is to be carried out in a healthy and safe working environment. By law, the primary responsibility for this lies with the employer. The work environment aspects must be a natural part of the organisation's activities with a long-term sustainable working life.

The working relationship and collaborations

The work environment management is to be conducted in collaboration between the employer and the employees as well as their local trade unions in order to achieve a good working environment.

Health and safety and other working environment issues are to be dealt with in the organisation by the employer in cooperation with the employees concerned. The forms of the cooperation are to be designed to adapt to the operations.

Occupational Health and Safety Committee (or equivalent)

The local parties can reach an agreement that tasks and responsibilities of the parties which, according to the Swedish Work Environment Regulation and the Swedish Work Environment Act (AML), belong to the Occupational Health and Safety Committee/equivalent body can be dealt with in the organisation's overall cooperation body. In such a situation, trade union health and safety representatives shall be represented when health and safety issues are discussed in the overall cooperation body.

Trade union health and safety representatives (work environment representatives) and the principal trade union safety representative

Trade union health and safety representatives (work environment representatives) are to be appointed by a local trade union/employee organisation, which is or is usually bound by collective bargaining agreements in relation to the employer. If there is no local employee organisation represented at the place of work, health and safety representatives (work environment representatives) are to be appointed by the employees at the place of work. There is doubt among the employees as to the number of health and safety representatives (work environment representatives) who should be appointed at a workplace, or whether the division of the workplace into protected zones, the employer and the Swedish Work Environment Authority should be consulted before the election. If there is more than one health and safety representative (work environment representative) at the workplace, one of the representatives must be appointed as the principal health and safety representative.

Regional health and safety representative (Regional work environment representative)

If the workplace does not have an occupational health and safety committee, the local division, or the equivalent, may appoint a regional health and safety representative within an association. The regional health and safety representative has the same tasks and responsibilities and powers as other health and safety representatives.

Duty of confidentiality

Anyone who gains knowledge or becomes aware of the medical condition or personal circumstances of an employee or applicant for employment via their employment task may not disclose this to any outside party without authorisation. In addition, reference is made to the Swedish Work Environment Act.

Systematic work environment management

The employer must systematically plan, manage and control operations in accordance with the Work Environment Act and its regulations in such a manner that a good working environment is ensured at the workplace. In order for systematic work environment management to work, it must be part of day-to-day activities, by means of a collaboration between employers, the local trade union organisation and the employee.

If there are at least ten employees, the organisation must establish a written work environment policy and routines for the systematic work environment management.

The employer must establish goals for work environment management and prepare action plans and follow up on implemented preventative measures. This means that the employer must, by means of a systemic mapping, obtain a picture of the environmental conditions at the place of work. After a systematic out mapping, the preventative measures that are to be taken to achieve the work environment goals or targets are to be scheduled. The follow-up verifies that the remedial measures have produced the intended results.

Remarks
The Swedish Work Environment Act's requirements are described in detail in the Swedish Work Environment Authority's regulations concerning Systematic Work Environment Management, as well as on the website www.arbetsgivaralliansen.se – see under "rådgivning/arbetsmiljö/'Fyra steg för bättre arbetsmiljö'". [advice/work environment/'Four steps for a better work environment'] .

Support in the work environment management

In preventive work environment management, external expertise can be used in the form of, for example, occupational health care. The task and responsibility of the Occupational Health Care Services is primarily to prevent and eliminate health risks in the workplaces. Occupational health care is an important resource that can help the employer to live up to the requirements of the Swedish Work Environment Act. The legislation requires, among other things, that the employer has access to occupational health care expertise to the extent necessary for the employer to comply with the law's requirements for systematic work environment management, rehabilitation and to meet the requirements of the Work Environment Act in general.

Work environment management is to be conducted within the framework of local collaboration.

The employer is responsible for ensuring that the support for the work environment management that working conditions require, is available.

Adaptation of work tasks and rehabilitation

The employer is obligated to organise work adaptation and rehabilitation activities at the workplace in an appropriate manner. In order to fulfil this rehabilitation responsibility, it is required that the employer allocates the necessary resources and that appropriate skills are available. The employer's responsibility for the employee's rehabilitation includes measures such as ensuring that the employee is able to return to the job at their place of work.

The working conditions at the place of work must be adapted to the various different situation and conditions of the employees. Early intervention is important for a good result of preventive, work-adapting and rehabilitative measures.

The employer, together with the employees, must assist the Swedish Social Insurance Agency with the information needed in order to ensure that the need for possible measures can be clarified and implemented as early as feasible. A prerequisite for a good result is a well-functioning collaboration and working relationship between employers, affected employees, trade union organisations, occupational health care and the Swedish Social Insurance Agency.

Education and training

Occupational health and safety representatives (work environment representatives, members of the organisation-wide liaison body and employees in managerial positions must be regularly trained in occupational safety and health issues. The need for training and learning is to be established in accord with the joint efforts and the goal is to ensure that all parties have sufficiently good knowledge of working environment issues especially those focusing on health and safety.

Leave for occupational safety and health education/training under this Agreement confers the right to retained employment benefits.

Equal treatment and equal opportunities

The employer is obligated to conduct their 'activities in such a manner that employees are treated equally in accordance with the applicable anti-discrimination legislation and regulations, and agrees to do so.'

Gender and transgender identity or expression, sexual orientation, ethnicity, religion or other belief, disability, age, part-time employment or temporary/time-limited employment and parental leave, are examples of protected grounds for which the law prohibits discrimination.

Harassment

By law each employer is obligated to take preventative measures to deter and avoid the risk of any employee being subjected to sexual or other harassment or retaliation.

Proactive preventative measures

According to the Swedish Act to Combat Discrimination, all employers are obligated to engage in targeted efforts to promote equal rights and opportunities in the working life irrespective of gender, ethnicity, religion or other beliefs.

This can be accomplished i.a. by adapting working conditions and forms of recruitment. The measures taken must be proportionate to the employer's resources and circumstances in general such as the purpose of the non-profit organisation's activities.

Efforts to promote gender equality

Actively engaging in efforts to achieve gender equality establishes good preconditions for personal development, productivity and a good working climate. Therefore gender equality is an important collaborative issue.

Equal rights for women and men when it comes to the work, hiring, employment and other terms and conditions of the job position, and opportunities for personal development at work must be promoted. The employer is obligated to actively engage in efforts to ensure gender equality at work.

Actively engaging in efforts to achieve gender equality at work means i.a. to:

- facilitating a situation where both women and men can balance gainful employment and parenting;
- via training sessions, skills development and other appropriate measures, promote an even distribution between women and men;
- work to ensure that open positions are applied for by both women and men;
- make efforts to obtain applicants of the underrepresented gender and to attempt to increase the proportion of employees of the underrepresented gender;
- identify the gender pay gap between men and women in different types of positions and for different categories of employees;
- take preventative measures to deter and prevent employees being subject to sexual harassment or otherwise being harassed as a result of filing a report concerning gender discrimination;
- take any other measures which may otherwise, in view of the employer's resources and circumstances, be required for the employment situation and conditions to be suitable for both women and men.

Gender equality plan

Employers with 25 or more employees must prepare and implement a gender equality plan every three years.

The plan must include the gender equality measures to be implemented during the year or later regarding working conditions, parenting, skills development, recruitment and salary issues. It is also to include a general report of the results of the action plan for equal pay drawn up by the employer and an account of fully or partially implemented gender equality measures. The plan must also describe the procedures for deterring and preventing sexual harassment or other harassment on the basis of gender.

The employer is responsible for ensuring that targeted gender equality work is planned and implement and designed in joint collaboration with the local trade unions. The scope and orientation are to be adapted in accordance with the local conditions, taking into account the priority points described above.

Remarks
As regards the above issue, see also the respective industry's Salary Agreement.

Skills and professional development

Skills development is crucial for the organisation's survival, where the employer is responsible for the development of skills. All employees must have the opportunity for individual and professional development at work. The employer and the employee have a mutual interest in and a joint responsibility for the implementation of skills development.

The purpose of the skills development is to add and deepen knowledge and professional experience based on set goals, which makes it possible to maintain a high level of knowledge in the organisation.

The employer must collaborate on the need and design of the organisation's skills development. Skills development can also take place in cooperation with other organisations and companies.

It is necessary to allocate the required resources for skills development.

Remarks
In this context, the Parties take note of the activities conducted under the Career Change/Retraining Agreement (TRS). In this context, KIV (Skills Development for Individuals and the Activities) is noted in particular.

Development and performance reviews

The employer and the employee must, during regular development and performance reviews, together systemically map out the employee's skills needs and this is to result in an individual development plan.

In connection with extended long absences from work, such as parental leave, long-term illness or trade union assignment, special attention must be given to the need for skills development.

To enable good leadership, managers' need for continuous skills development must be taken into account.

Remarks
As regards the above issue, see also the respective industry's Salary Agreement.

Minutes from the Negotiations, 1993-07-01

Adoption of certain agreements

Date printed	1993-07-01
Ref. No.	1188 WPFS3 1
Matter	Adoption of collective agreements in Arbetsgivaralliansen's area
Date	1993-05-28, 1993-06-18, 1993-07-01
Location	The Arbetsgivaralliansen's premises, Göta Ark-huset, Stockholm
Parties	Arbetsgivaralliansen (Aa) The Council for Negotiation and Cooperation (PTK)
These Minutes have been reviewed and signed by	on behalf of Aa: Arne Ahlström on behalf of PTK: Bo Ragnar
Present	on behalf of Aa: Arne Ahlström Lars Henningson Asa Ramel on behalf of PTK: Liisa Öden Vento Harriet Oscarsson Eva Wickström Kjell Andersson Rune Viklund Bo Ragnar

Section 1

It was noted that on 1993-04-01 a new employer organization was formed by the three industry committees Sports, Non-Profit and Non-Governmental Organisations, and Folk High Schools.

In addition to these three industry areas, Aa will offer employer services to the education and adult education sector, as well as to small and medium-sized enterprises (SMEs).

Furthermore, it was noted that undertakings affiliated with Arbetsgivaralliansen's former EL industry committee are now part of Aa. In addition, Aa Teleinvest's subsidiaries and others are included (see attached list, Appendix 1).

Section 2

The Parties note that the current incarnation of Arbetsgivaralliansen and PTK have agreed that the Job Security Agreement will apply during 1993. It is further agreed to review the future of TRS.

In order to ensure that both Aa's and PTK's members have the protection TRS offers in the event of a shortage of work, Aa and PTK agree that the Social Job Security Agreement from 1993-04-01 shall apply between the Parties. The Agreement shall apply in accordance with the wording agreed between Arbetsgivaralliansen and PTK on 1993-03-31.

Furthermore, the parties agree that Aa will be added as a founder or otherwise receive a share in the TRS Fund.

Section 3

Aa and PTK agree to adopt, from 01.04.1993, the following agreements.

- Agreement on Social Security for Salaried Employees Working Abroad – PTK (edited out later).
- Agreement on Occupational Group Life Insurance between SAF and PTK.
- Agreement on Occupational Injury Insurance (TFA) between SAF and LO/PTK.
- Supplementary Occupational Pension Agreement (ITP) between SAF and PTK.

It is possible to insure one's employees through a provider other than SPP/Trygg Hansa. A prerequisite for this is that the so-called ITP Plan is the primary basis for the policy and that the employees' insurance benefits are secured.

Derogation from the standard ITP model shall only be permitted with the consent of the contracting parties.

- Travel Agreement (edited out later).

Section 4

The parties agree that the agreements regulated under Sections 2 - 3 apply with a notice period of six months.

Section 5

PTK notes that the agreements described above are preliminary, pending approval by PTK's Board of Directors.

Section 6

The negotiations are declared concluded on 1993-07-01

Minutes taken by
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Contribution to the Flex Pension Scheme in Arbetsgivaralliansen

General rules

Section 1

The parties have reached an agreement on a system for Flex Pension in Arbetsgivaralliansen's three Industries Sports, Experience & Culture, and Non-Profit and Non-Governmental Organisations. This agreement applies to all salaried employees covered by the general terms agreement and to whom the ITP agreement's retirement pension provisions are (or could have been) applicable, and entails a collective contribution for the Flex Pension Scheme. This means that with effect from 1 November 2017, the employer must pay a supplementary premium into the ITP Plan for salaried employees who have reached the age of 25 but not 65, in accordance with Item 7.2 of Section 1 and Item 6.4 of Section 2 of the ITP plan. With effect from 1 January 2023, supplementary premiums are paid up to the age of 66 for salaried employees covered by ITP 1.

Section 2

The supplementary premium shall be paid to Collectum on a monthly basis, starting on 1 November 2017. The supplementary premium shall subsequently be increased in connection with future salary review dates in the Collective Agreement and in accordance with the procedures that apply to supplementary premiums for ITP 1 and ITPK respectively within ITP 2. The premium shall supplement the insurance for ITP 1 or ITPK that the salaried employee has through their employment with the employer.

Remarks
If the salary review date of the Industry Agreement during the build-up phase is earlier than the salary review date of the industry-leading agreements, the increase in the supplementary premium must take place at the time of the salary review of the benchmarking agreements.

As far as possible, the Parties shall assist Collectum by providing it with information about which employers in Arbetsgivaralliansen's three industries Sport, Experience & Culture and Non-Profit and Non-Governmental Organisations should make a contribution to the Flex Pension Scheme.

Section 3

With effect from the 2017 contract negotiations, the Flex Pension premium in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations will be gradually expanded with one year's delay in relation to the agreements of industry-leading unions within the Confederation of Swedish Enterprise. This means that in 2017, a contribution corresponding to the 2016 level of 0.2 per cent is made toward Flex Pension in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-profit and Non-Governmental Organisations. The Parties also agree that the Flex Pension premium for Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations will be expanded to the same level as applies to industry-leading unions within the Confederation of Swedish Enterprise with a three-year delay, but to a total maximum of 2 per cent. This means that once industry-leading unions cease contributions to the Flex Pension Scheme (or the 2 per cent maximum has been reached), additional contributions must be made to the Flex Pension Scheme over the three following years, so that the premium levels are equal to (but do not exceed) a premium level of 2 per cent. The Parties note that at the time of the introduction of the Flex Pension Scheme, the premium difference is 0.7 per cent.

If, in future, the salary increase margin is significantly lower than the salary increase margin for the previous year, the Parties shall enter into negotiations to postpone all or part of the current year's established contribution.

Remarks
For every year that the premium level in Flex Pension in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations is expanded, the salary increase margin decreases in relation to the industry-leading union's cost benchmark with the corresponding level.

Costs for premium waiver insurance with Alecta and the transfer of premiums to Collectum and the insurance companies, as well as management costs, shall be charged to the contributed premiums.
Compensation from the premium waiver insurance is paid in accordance with Collectum's and Alecta's terms and conditions for supplementary premiums to ITP 1 and ITPK, respectively.

Section 4

Employers covered by the Flex Pension Scheme in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations can decide whether their salaried employees should have the opportunity to opt out of contributing to the Flex Pension Scheme. When they opt out, the salaried employee's base cash salary will be increased by the corresponding collective premium level prevailing at that time. Such a decision to opt out applies to the current position with the employer, i.e. the legal person. Opting out does not affect premiums previously paid into the Flex Pension Scheme in Arbetsgivaralliansen's three industries Sports, Experience & Culture, and Non-Profit and Non-Governmental Organisations.

If the employer has decided that salaried employees of the undertaking may choose to opt out of the Flex Pension Scheme, any salaried employee who so wishes may notify the employer that they wish to refrain from contributing to Flex Pension. They may give such notice on the following occasions:

- A newly hired salaried employee of the undertaking may submit an opt-out notice no earlier than the date on which they enter into employment and no later than two months thereafter.
- Salaried employees of undertakings that enter the Flex Pension system in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-profit and Non-Governmental Organisations through the transfer of operations can first submit an opt-out notice once the regulation regarding contribution enters into force, and are subject to a two-month deadline for doing so.
- Salaried employees of undertakings that enter the Flex Pension system in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-profit and Non-Governmental Organisations through the obligations of a collective agreement pursuant to Section 7, Paragraph 1 can first submit an opt-out notice once the regulation regarding contribution enters into force, and must do so no later than two months from the date on which the agreement's obligations entered into force.
- Salaried employees of undertakings that enter the Flex Pension system in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-profit and Non-Governmental Organisations through the obligations of a collective agreement pursuant to Section 7, Paragraph 2 can first submit an opt-out notice once the regulation regarding contribution enters into force, and are subject to a two-month deadline for doing so.

Remarks 1
In connection with the conclusion of the employment agreement, it is possible for the employer to specify in the employment agreement the agreed salary and Flex Pension contribution in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations, as well as what the salary in such a case would be should the employee choose to opt out of the Flex Pension Scheme. If the salaried employee chooses to opt out of contributions to Flex Pension, such notice can only be given from the first day of employment.

Remarks 2
In the event that a newly hired salaried employee is granted annual leave during the period June to August, and this period falls wholly or partly within the framework of the two months that constitute the opportunity for the salaried employee to choose to opt out of contributing to the Flex Pension Scheme, the opportunity to opt out shall be extended by the corresponding number of calendar days.

Remarks 3
Once a salaried employee has notified of the decision to opt out, opting out takes effect from the 1st day of the first calendar month of the two-month period during which the opting out may be done. This means, for example, that salaried employees who enter into the collective agreement on 15 March can give notice of opting out during the period 15 March - 15 May, which takes effect on 1 March . The salaried employee's salary will be increased from the date of opting out by the collective premium level current at the time.

Employees under the age of 25 are exempt from the above points, as the first opportunity to submit an opt-out notice for contribution to Flex Pension occurs on the salaried employee's 25th birthday, whereupon they have two months to do so.

The employer must document that the salaried employee has chosen not to contribute to Flex Pension in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations in accordance with these rules, and then report this to Collectum. If the question arises, the employer must be able to demonstrate that the salaried employee has chosen to opt out of contribution.

Remarks 4
The employer may change its position under this section by taking a new decision. If this occurs, and the employer's decision means that its salaried employees are given the opportunity to opt out of contributing to the Flex Pension Scheme, they may do so provided that the deadline/s above allow it. If the employer's decision means that its salaried employees are no longer given the opportunity to opt out, previously granted opt-outs apply unless otherwise agreed in accordance with Section 5 below.

Remarks 5
The parties agree that it must be the salaried employee's own decision to opt out, and that such a waiver must therefore not be conditional in relation to employment benefits beyond what is regulated in this agreement. Nor can the employer otherwise generally require individual opt-outs at the undertaking.

Section 5

A salaried employee who has opted out of contributing to the Flex Pension Scheme in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations and thus received the collective premium level for Flex Pension as salary at the time of opt-out, may, if the employer allows it, withdraw their waiver and receive the current collective premium level as a pension premium instead. Whether the pension premium at the collective level is to be offset against salary is determined by agreement between the employee and the employer.

Section 6

Salaried employees who have chosen not to opt out of contributing to the Flex Pension Scheme in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations can enter into an individual agreement with their employer on additional contributions other than those specified in the Flex Pension agreement. Such an individual agreement is valid for as long and as agreed between the salaried employee and the employer.

If the individual agreement concluded as described in the first paragraph ceases to apply, the individually agreed

additional contribution shall be paid out as salary to the salaried employee.

Remarks 1
The contracting parties to this agreement on Flex Pension in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations shall work to ensure that such additional contributions are made within the framework of the ITP Pension Plan, to ITP 1 or ITPK.

Remarks 2
Salary exchange systems applied without connection to Flex Pension in Arbetsgivaralliansen's three industries Sports, Experience & Culture, and Non-Profit and Non-Governmental Organisations are not affected by this regulation.

Section 7

Undertakings already covered by another Flex Pension system when they enter the collective agreement shall continue to expand the undertaking's premium level with the contributions made according to the Flex Pension Scheme in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations until the undertaking reaches the fully expanded premium level for Flex Pension, as specified in Section 3.

Remarks 1
When it is stated in the respective central collective agreement that part of the salary increase is used for additional contributions to Flexpension, such contributions shall instead be paid as salary when the fully expanded premium level of 2% has been reached in the undertaking.

For undertakings that have not previously been covered by a Flex Pension Scheme when they enter into the collective agreement, in addition to Section 3 the following applies:

- 12 months after joining the collective agreement, the undertaking shall pay 10% of the premium level that was current at the time of joining.
- 24 months after joining the collective agreement, the undertaking shall pay a further 20%, in total 30%, of the premium level that was current at the time of joining.
- 36 months after joining the collective agreement, the undertaking shall pay a further 20%, in total 50%, of the premium level that was current at the time of joining.
- 48 months after joining the collective agreement, the undertaking shall pay a further 25%, in total 75%, of the premium level that was current at the time of joining.
- 60 months after joining the collective agreement, the undertaking shall pay a further 25%, in total 100%, of the premium level that was current at the time of joining.

In addition to the above phasing-in of the premium level linked to the date of joining, the undertaking also has to pay salary increases in accordance with the applicable salary agreement, as well as any additional premium contributions to Flexpension that are regulated in the current agreement.

The undertaking may choose to introduce contributions for all employees to the Flex Pension Scheme in Arbetsgivaralliansen's three industries Sports, Experience & Culture and Non-Profit and Non-Governmental Organisations at a faster pace than stated in this paragraph, which may not entail any deduction from the salary increase margin in the current salary agreement. Nor is this to be considered as an individual agreement on additional contributions within the framework of the Flex Pension agreement.

Remarks 2
With regard to undertakings or parts of undertakings that are transferred from one employer to another through a transfer of an undertaking as referred to in Section 6b of the Employment Protection Act, the following applies when the transferee is bound by a collective agreement on Flex Pension and the transferor and transferee have developed the respective premium level differently: When the transferee's collective agreement becomes applicable to the salaried employees it has taken over, the premium level for Flex Pension set out in the transferee's collective agreement applies.

Supplementary premium contributions to ITP 1

Section 8

At the earliest, the supplementary premium shall be paid from the month in which the salaried employee reaches the age of 25 and until no later than the month preceding that in which the salaried employee reaches the age of 66.

Section 9

The supplementary premium shall be calculated based on the pensionable salary for pension benefits, pursuant to ITP 1, Item 6.

The supplementary premium is charged to the employer by Collectum on the same basis as the basis for the premium for ITP 1. With effect from 1 January 2023, supplementary premiums will not be charged for parts of salary that exceed 30 income base amounts/12 for a given month

Supplementary premium contributions ITPK within ITP 2

Section 10

The supplementary premium shall be paid for salaried employees born in 1978 or before, and until no later than the month preceding that in which the salaried employee reaches the age of 65.

Section 11

The supplementary premium shall be calculated based on the pensionable salary for pension benefits, pursuant to ITP 2, Item 3.

For salaried employees who have been granted partial retirement, the employer must continue to report income based on their previous FTE percentage, even during such a period.

Remarks
With regard to variable salary components, it is assumed that an agreement is reached on how these are to be reported. Agreement is reached on the basis of previous FTE percentages taking into account actual earnings, a new FTE percentage and any changes in the payroll system.

Section 12

The employer has the right to deregister a salaried employee who is on parental leave. As such a period of parental benefit is pensionable, Arbetsgivaralliansen and PTK recommend that the employer continues to pay the premiums to ITP 2 during the first eleven months of parental leave. The parties to the agreement therefore agree that this recommendation shall also apply to supplementary premiums to ITPK.

Payout rules

Section 13

Withdrawals of pension insurance based on the supplementary premiums for Flex Pension are made in accordance with the terms and conditions that apply to the withdrawal of ITP 1 and ITPK, respectively.

Section 14

Issues regarding the interpretation and application of this Agreement shall be dealt with in accordance with the Industry Agreement's Negotiation Procedure. With regard to matters in which the application of these conditions is pursuant to the rules of the ITP Plan, the ITP Board should also be involved in their interpretation and application.

Employees who do not have ITP 1 or ITPK

Section 15

For salaried employees between the ages of 25 and 66 (ITP 1) and 65 (ITP2) respectively, to whom the ITP Agreement is (or could have been applicable), but who have no ongoing accrual of ITP 1 or ITPK with the employer, the employer must reach an individual agreement with the employee on how contribution to Flex Pension is to be handled, based on current conditions. Such an agreement can also be reached between the employer and the local trade union.

Sections 4 and 5 also apply to salaried employees who have no ongoing accrual of ITP 1 or ITPK with the employer.

Annual leave exchange

Conversion of holiday pay supplements into days off

Prior to a particular holiday year, the employer and an individual worker may, by written individual agreement, exchange holiday supplements for extra paid days off (annual leave exchange).

Example:
For an employee entitled to 25 days of annual leave, the holiday supplements for these 25 days can be exchanged for five extra days off without a salary deduction. The employee then receives no holiday supplement for the year's annual leave days.

An agreement to exchange the holiday supplement for time off work cannot be made if the employee has saved annual leave or wishes to save annual leave days for the current year.

The organisation of days off must be agreed between the employee and the manager according to the same principles that apply to regular annual leave days.

Holiday-exchanged days that are not taken during the current annual leave year are due for payment one month after the end of the annual leave year. The same applies to withdrawn days of annual leave that exceed the earned holiday exchange value.
The repayment value for each day off corresponds to the holiday supplement for five vacation days. Withdrawn days of annual leave that exceed the earned holiday exchange value can only be deducted from holiday supplements and/or holiday allowance. This risk exists when an organisation applies coinciding qualifying and annual leave years.

Remarks 1
If there is a local club/union, it is advisable for the parties to have discussed the wording of individual agreements.

Remarks 2
When an individual agreement ends, leave and compensation are instead paid out in accordance with the collective agreement and the employment contract.

Information
Exchanging holiday supplements for days off may affect sickness benefit-qualifying income and pension-qualifying salary.

List of agreements not included in the printed publication

List

Other agreements between the Parties

Applies to all employees

- Standby Duty Agreement between Arbetsgivaralliansen and LO/PTK
- Agreement on Certain Special Measures for Workers exposed to Asbestos, Arbetsgivaralliansen and LO/PTK
- Main Agreement on Job Security, Transition and Employment Protection, Arbetsgivaralliansen – PTK
- Agreement on Transition and Skills Support - Arbetsgivaralliansen, the Swedish Performing Arts Association – PTK
- Agreement on Occupational Injury Insurance (TFA) between Arbetsgivaralliansen and LO/PTK
- Agreement on Occupational Group Life Insurance (TGL) between Arbetsgivaralliansen and PTK
- Agreement between Arbetsgivaralliansen and PTK on Social Security for Salaried Employees Working Abroad

Applies solely to salaried employees

- Supplementary Occupational Pension Agreement Agreement (ITP) between Arbetsgivaralliansen – PTK
- Agreement on Social Security for Salaried Employees Working Abroad – PTK
- Agreement on Contributions to the Flex Pension Scheme
- Agreement on the Negotiation Procedure in the Event of a Legal Dispute