

University college

Collective- and salary agreement 2022-2025

**Employers' Alliance Sector Committee
Education and Adult Education**

Läraryrket and Lärarnas Riksförbund's Collaboration Council
Akademikerförbunden/SULF
Fackförbundet ST/Vision's Collaboration Council
Ledarna

Contents

Section 1 Scope of the agreement	4
Section 2 General duties	6
Section 3 Qualifications and assessment criteria for appointments	7
Section 4 Employment	8
Section 5 Employment of doctoral students	12
Section 6 Working hours	14
Section 7 Salary for part of the salary period	22
Section 8 Compensation for travel time	23
Section 9 Annual leave	25
Section 10 Sick pay	28
Section 11 Parental pay	35
Section 12 Leave	37
Section 13 Termination	39
Section 14 Application for a lower level of occupation for an employee over the age of 65	43
Section 15 Validity	43
Appendix 1 Other agreements between the parties	44
Appendix 2 Salary agreement	45
Image showing the salary process	52
Appendix 3 The leadership agreement	53
Contact details	59

Statutes and abbreviations

Working Hours Act (1982:673) (ATL)

Employment Protection Act (1982:80) (LAS)

Annual Leave Act (1977:480) (SemL)

Sick Pay Act (1991:1047) (SjLL)

Employment (Co-Determination in the Workplace) Act (1976:580)
(MBL)

Communicable Diseases Act (2004:168)

ITP Supplementary pension for industry and trade

SFB Social Insurance Code

TFA Occupational Injury Insurance

TGL Occupational Group Life Insurance

TRS Trygghetsrådet

Agreement on General Terms of Employment

To be able to recruit and retain the best teachers, researchers and doctoral students, as well as other staff, the higher education institutions affiliated to the Employers' Alliance industry area Higher Education Institution must appear competitive. Therefore, the central parties agree that the employees' salary, work environment and opportunity for good career paths and career-development positions shall be factors that are prioritised during the contract period.

Section 1 Scope of the agreement

Subsection 1 Scope of validity of the agreement

The agreement applies to all employees employed by employers affiliated to the Employers' Alliance Industry Education and Adult Education, contractual sector Higher Education Institution.

Subsection 2 Exceptions to the provisions of the agreement

Subsection 2:1 Managers or equivalent

Employers and employees, who may be considered to have a managerial or comparable position in light of their duties and terms of employment, may reach an agreement on deviation in whole or in part from the provisions of the agreement.

Subsection 2:2 Service abroad

If an employee on the employer's behalf is serving abroad, the terms of employment during the stay abroad must be regulated either by agreement between the employer and the employee or by special foreign regulations or similar at the employer. In the case of service abroad, "Avtal om social trygghet för tjänstemän vid utlandstjänstgöring" (Agreement on Social Security for Salaried Employees During Service Abroad) applies to employees specified in said agreements.

Subsection 3 Local collective agreements, etc.

Subsection 3:1 Local collective agreement and individual agreement

Deviations from the provisions of the agreement may be agreed through a local collective agreement or, where indicated, through a written individual agreement between the employer and the employee.

Individual agreements run until further notice but may be terminated in writing by either party with a period of notice of 3 months.

Subsection 3:2 Local working hours agreements

Local working hours agreements must be signed. Such agreements are valid until further notice with a three-month period of notice. The starting point for the local negotiations is Section 6. If the parties cannot agree during the negotiation of a local collective agreement on working hours, Section 6 applies. Such an agreement is considered to be entered into pursuant to Industry Agreement Higher Education Institution.

Subsection 3:3 Local parties

For Lärarförbundet, the representative or club is a local party. In the absence of local trade union representation, Lärarförbundet's national organisation appoints representatives.

For Lärarnas Riksförbund, the LR association is a local party.

If there is no local party for Akademikerförbunden, SULF is a local party.

If there is no local party for ST/Vision's Collaboration Council, ST is a local party.

If there is no local party for Ledarna, Ledarna appoints a central representative.

Section 2 General duties

Subsection 1 Loyalty, trust, discretion

The relationship between the employer and the employee is based on mutual loyalty and mutual trust. Discretion shall be exercised in respect of operational matters.

Subsection 2 Secondary occupations

An employee may not undertake work or engage in any form of economic activity, whether for another employer or on their own account, that competes with the employer with whom the employee is employed.

An employee may not undertake a secondary occupation that may adversely affect the employee's performance at work.

The employer is obliged to inform its employees about what may make a secondary occupation impermissible. The employee must, on request, provide notification of any secondary occupation, as well as information that the employer considers necessary for the assessment of the secondary occupation.

If a part-time employee is employed by an employer other than the main employer, this is not normally considered to be a secondary occupation, in order to increase the employment rate. However, this presupposes that the work does not adversely affect the employee's performance at work or compete with the main employer's activities.

Subsection 3 Positions of trust

Employees have the right to hold state, municipal or union positions of trust. These assignments are not considered to be a secondary occupation.

Subsection 4 Employment contract

The employer must, directly after the conclusion of an employment contract, clarify in writing for the employee the terms of employment, in accordance with the rules of the Employment Protection Act.

Subsection 5 Identity

In order to obtain employment, the employee must, if the employer so requests at the time of employment, prove their identity.

In activities that are directly or indirectly subject to the Act on Registration and Control (Lag om registerkontroll), the employee must, at the request of the employer, present an extract from the criminal record.

Subsection 6 Trade union activities

Rules on trade union activities can be found in Section 9 of the Cooperation Agreement between the Employers' Alliance, LO and PTK.

Section 3 Qualifications and assessment criteria for appointments

Subsection 1 Professors

A person who has demonstrated both research and teaching expertise shall be qualified for employment as a professor except in disciplines in the fine, applied or performing arts. A person who has demonstrated both artistic and teaching expertise shall be qualified for employment as a professor in disciplines in the fine, applied or performing arts.

The assessment criteria for appointment as a professor shall be the degree of the expertise required as a qualification for employment. As much attention shall be given to the assessment of teaching expertise as to the assessment of research or artistic expertise. Each higher education institution determines itself what assessment criteria should otherwise apply to the appointment of a professor.

Subsection 2 Senior lecturers

Those qualified for appointment as a senior lecturer are

1. except in disciplines in the fine, applied or performing arts, a person who has demonstrated teaching expertise and been awarded a PhD or has the corresponding research competence or some other professional expertise that is of value in view of the subject matter of the post and the duties that it will involve, and
2. in disciplines in the fine, applied or performing arts, a person who has demonstrated teaching expertise and been awarded a doctorate in the fine, applied or performing arts, has demonstrated artistic expertise or has

Section 4 Employment

some other professional expertise that is of value in view of the subject matter of the post and the duties that it will involve.

The assessment criteria for appointment as a senior lecturer shall be the degree of the expertise required as a qualification for employment. As much attention shall be given to the assessment of teaching expertise as to the assessment of other qualifying criteria laid down in the first paragraph above.

Each higher education institution determines itself what assessment criteria should otherwise apply to the appointment of a senior lecturer.

Subsection 3 Associate senior lecturers

A person qualified for appointment as an associate senior lecturer is a person who has been awarded a PhD or has the corresponding research expertise.

Primary consideration should be given to a person who has been awarded a PhD or has achieved the equivalent competence no more than five years before the deadline for application for employment as an associate senior lecturer. However, an applicant who has been awarded a PhD or achieved the equivalent competence at an earlier date may be considered in special circumstances. Special circumstances refer here to leave taken due to illness, parental leave, leave for union positions of trust or other similar circumstances.

Each higher education institution determines itself what assessment criteria should apply to the appointment of an associate senior lecturer. Prior to such an appointment, the higher education institution shall establish the assessment criteria that will be applied in accordance with Section 4 Associate senior lecturers.

Subsection 4 Other positions

As regards other positions, the higher education institutions determine themselves what assessment criteria should apply.

Section 4 Employment

When interpreting and applying the following subsections, the Higher Education Ordinance and the preparatory works for the Higher Education Ordinance shall serve as guidance.

Subsection 1 Indefinite-term employment

Employment continues for an indefinite period unless otherwise agreed in accordance with the Employment Protection Act (1982:80) or posts regulated under subsections 2 and 3. These posts must be advertised and be applied for in competition.

Subsection 2 Fixed-term appointments

The fixed-term forms of employment in the Employment Protection Act apply with additions and exceptions as below. Appointments that are deemed to be longer than three months must be advertised and be applied for in competition, with the exception of appointment as a visiting professor.

Teachers in artistic disciplines

A teacher in disciplines in the fine, applied or performing arts may be employed for an indefinite period, however for no longer than 5 years. Such an appointment may be extended. However, the total period of employment may not exceed 10 years. In other respects, the post is subject to the provisions of the Employment Protection Act (1982:80).

Visiting professor

A visiting professor shall be employed for an indefinite period, but for no longer than until a specified date. Such an appointment may be extended. However, the total period of employment may not exceed 5 years. A visiting professor shall bring research competence to the higher education institution in question that enriches and advances teaching and/or research.

In other respects, the post is subject to the provisions of the Employment Protection Act (1982:80).

Adjunct professor

An adjunct professor shall be employed for an indefinite period, but for no longer than until a specified date. Such an appointment may be extended. However, the total period of employment may not exceed twelve years. An adjunct professor shall promote knowledge-building within the higher education institution in question. An adjunct professor has his or her main employment at another employer. In other respects, the post is subject to the provisions of the Employment Protection Act (1982:80).

Associate senior lecturers

Employment as an associate senior lecturer is a career-development position. Employment is for an indefinite period, but a maximum of no less than four years and no more than six years, as determined by the higher education institution prior to employment. The purpose of the appointment is to give the teacher an opportunity to develop research autonomy and acquire the scholarly and teaching qualifications required for eligibility for indefinite employment as a senior lecturer. An associate senior lecturer must principally devote himself or herself to research, at least 75 per cent. Local collective agreements can be signed if resources are to be allocated differently.

An appointment pursuant to the first paragraph shall be extended if additional time is required to achieve the purpose of the appointment, as a result of the associate senior lecturer taking sick leave, parental leave, leave for union positions of trust or other special circumstances.

For an appointment pursuant to the first and second paragraphs, the provisions of the Employment Protection Act (1982:80) otherwise apply.

Promotion to senior lecturer

An associate senior lecturer shall, on application, be promoted to senior lecturer if he or she:

1. is eligible for employment as a senior lecturer, and
2. is assessed as suitable for such an appointment in accordance with the assessment criteria that the higher education institution has determined must be applied in the matter of promotion to senior lecturer. Such a promotion entails indefinite employment as a senior lecturer.

Postdoctoral fellow

A postdoctoral fellow can be employed no more than three years after being awarded a PhD and may be employed for an indefinite period, but no longer than three years. Employment shall be extended by the same time as the employee has been ill, on parental leave, had a union assignment or in other similar circumstances, if the employee so requests.

This fixed-term employment may be combined with other fixed-term employment in accordance with the Employment Protection Act, but is limited to a maximum of four years, not including time when the employee has been ill, on parental leave, on leave for union positions of trust, or in other similar circumstances. A postdoctoral fellow must principally devote himself or herself to research, at least 80 per cent. A prerequisite is that the employee has not previously been employed as a postdoctoral fellow for more than one year in a related subject area at the same higher education institution.

For an appointment as a postdoctoral fellow, the provisions of the Employment Protection Act (1982:80) otherwise apply.

Subsection 3 Employment per hour worked

Employment contracts per hour worked may be entered into. This may apply, for example, to work as an invigilator, teaching of various practical subjects or shorter administrative assignments. Employment contracts may be entered into provided that the employment does not constitute the employee's main occupation. Employment may not exceed 20 per cent of a full-time appointment.

Remark:

The parties agree that the form of hourly employment should not be abused, for example, by calculating 20 % of annual working hours and outsourcing this for a shorter period. The hourly form of employment is intended to be used occasionally and for short periods of time.

Subsection 4 Transition to indefinite employment

If an employee has qualified for indefinite-term employment under Section 5 a of the Employment Protection Act, the employee may, at his or her own request, validly waive his or her right to indefinite-term employment for periods not exceeding six months.

Section 5 Employment of doctoral students

Subsection 1 General provisions

Higher education institutions may establish specific posts for doctoral (third-cycle) students to enable them to complete their third-cycle studies.

Terms in this agreement also apply to those appointed to doctoral studentships, with the following additions:

Subsection 2 Duties, working hours

Those appointed to doctoral studentships shall primarily devote themselves to their studies.

However, those appointed to doctoral studentships may, by agreement, work to a limited extent with educational tasks, research, artistic research and administration. Before a PhD or a doctorate in the fine, applied or performing arts has been awarded, however, duties of this kind may not comprise more than 20 per cent of full working hours.

With regard to doctoral students' working hours, Section 6 Doctoral students in this agreement applies.

Subsection 3 Employment

Only those who are or have been admitted to third-cycle courses and study programmes at a higher education institution may be appointed to a doctoral studentship.

When an appointment to a doctoral studentship is to be made, the ability of the student to benefit from third-cycle courses and study programmes must be taken into account. The higher education institution shall provide information about vacant positions in the form of advertising or some equivalent procedure, so that those who are interested in appointment to a doctoral studentship may notify the institution of their interest within a specified period.

Subsection 3:1 Scope of doctoral studentship

A doctoral studentship shall be a full-time post.

If a doctoral student so requests, the appointment may be a part-time

post, but for no less than 50 per cent of a full-time post, with the exception of the rules on leave in other legislation, such as parental leave or sick leave.

Subsection 3:2 Type of employment

Appointment to a doctoral studentship shall apply for an indefinite period, but for no longer than until a specified date and never for a period of more than one year after the award of a PhD or a doctorate in the fine, applied or performing arts.

The initial appointment may be for a maximum of one year. An appointment may be renewed for a maximum of two years at a time.

A person may be appointed to a doctoral studentship for a total of eight years. However, the total period of employment may not exceed the time corresponding to full-time third-cycle study for four years. For courses or study programmes that conclude with the award of a licentiate degree or a licentiate degree in the fine, applied or performing arts, the total period of employment may not exceed the time corresponding to full-time third-cycle study for two years. The time spent studying by the doctoral student while not appointed to a doctoral studentship shall be deducted from these periods.

However, the total period of employment shall, if requested by the doctoral student, exceed that stated in the third paragraph, if special grounds exist.

Such grounds may include, for example, a leave of absence due to illness, a leave of absence for service in the defence forces or for a position of trust with trade unions and student organisations, or parental leave.

In other respects, the post is subject to the provisions of the Employment Protection Act.

Salary setting for doctoral students

Doctoral students are exempt from the salary agreement in the agreement The Employers' Alliance's Industry and Salary Agreement Higher Education Institution (Arbetsgivaralliansens bransch- och löneavtal Högskola). Salaries for doctoral students shall be regulated in a local collective agreement, with a 4-step salary ladder as per the levels below, which are revised in connection with the regular salary review process.

Level 1: starting salary

Level 2: year 2 or at least 60 credits

Level 3: year 3 or at least 120 credits

Level 4: at least 195 credits

Levels 2 and 3 are achieved after the first and second completed year of third-cycle study respectively as per the agreed individual study plan. Completed time also includes time when the doctoral student has been absent for union work, parental leave or sick leave.

Supervision and other resources for doctoral students

Regarding the study plan, supervision and other resources, Chapter 6, Sections 28-31 of the Higher Education Ordinance apply.

Termination of doctoral studentship

Before the PhD has been awarded, the higher education institution may decide that an appointment to a doctoral studentship shall not be renewed only if the doctoral student himself or herself so requests, or if the doctoral student's right to supervision and other resources has been withdrawn.

For an appointment as a doctoral student, the provisions of the Employment Protection Act (1982:80) otherwise apply.

Section 6 Working hours

Subsection 1 Working Hours Act

The Working Hours Act applies with the additions and deviations specified in this agreement.

Remark:

The parties agree that a holistic approach shall be taken in the planning of activities and the organisation of working time for employees. Both the work environment perspective and operational needs should be taken into account.

Subsection 2 Regular working hours

Organisation of working time for employees with regulated working hours

The organisation of working time is determined by the employer following consultation with the employee. The employer must inform the local employee organisation of the organisation of working time.

The employer must notify the employee of a change in the organisation of working time at least 14 days in advance. Shorter advance notice may be given if unforeseen events warrant this in accordance with Section 12 of the Working Hours Act.

Regular weekly working hours

The regular working hours for a full-time employee may not exceed an average of 40 hours per holiday-free week during a reference period of not more than 12 months. Easter Saturday, Whit Saturday, Midsummer's Eve, Christmas Eve and New Year's Eve are treated as public holidays.

Shortened working days

On the following days, regular working hours are reduced by four hours – Twelfth Night, Maundy Thursday and the day before All Saints' Day. For part-time employees, weekly working hours are proportional to full-time work.

Non-working days

The day before Christmas Eve is a non-working day.

Employees who have regular working hours scheduled on weekdays, but not Saturdays, are given a working day off to take during the calendar year when Swedish National Day falls on a Saturday or Sunday.

Employees who have their working hours scheduled on weekdays, including Saturdays, are given a working day off to take during the calendar year when Swedish National Day falls on a Sunday.

Organisation of working time for employees with unregulated working hours

Teachers, researchers and doctoral students and, by individual agreement, other employees have unregulated working hours. Unregulated working

hours means that the employee, to the extent permitted by the activity, can carry out his or her work with freedom in time and space.

Remark:

The parties agree that the concept of unregulated working hours only implies a linguistic change. The parties' intention is that the concept should be interpreted in the same way as the previous concept of confidence working hours.

Working hours of teachers, researchers and doctoral students

The total annual working hours for teachers are:

- 1,700 hours for employees with 35 annual leave days,
- 1,732 hours for employees with 31 annual leave days, and
- 1,756 hours for employees with 28 annual leave days.

The working hours of teachers must be organised in a way that enables high-quality education and research to be conducted, and the activity to be developed and changed based on needs and established requirements. The objective should be to create balance in the distribution of working hours over the financial year. Staff planning shall be based on a realistic assessment of the actual time required to perform different duties well. When following up on and evaluating the activity, special attention shall be paid to the division of tasks as a means of improving staff planning.

Calculation of annual working hours in case of absence

In the event of sick leave and leaves of absence, the total annual working hours are reduced in accordance with the current work task plan, but at least 8 hours per working day in the case of full-time employment. In the case of an absence lasting one or more months, one month is considered equivalent to 165 hours of work.

Distribution of working hours

The starting point for the duties of teachers is the higher education institution's mandate to, in collaboration with the surrounding community, conduct high-quality research and education on a disciplinary foundation and proven experience. The duties of teaching staff are specified in Chapter 3, Section 1 of the Higher Education Act. Starting points for the distribution of annual working hours for teachers should be to make the best use of available resources for the activity, and to create a good balance between a teacher's different duties and between different categories of teachers.

If a teacher receives external research funding, the research time stipulated in the agreement shall not be reduced. However, agreement can be reached on a changed work task plan.

The distribution of working hours should normally involve a multi-year perspective of no more than three years, as the scope of different duties may vary over time. With such a perspective, all teachers are assumed to be able to participate in first-cycle (undergraduate) courses and study programmes. In addition to educational tasks, scope shall be provided for research and artistic development work, competence development and keeping abreast of developments within one's own subject.

Teachers who so wish should be encouraged to obtain the qualifications necessary for promotion. To the extent that this is economically feasible, such teachers should be given scope for recurring continuous periods of research, third-cycle study or other competence development. This time can be aggregated into longer continuous periods or be scheduled continuously during the period.

Work task plan

The distribution of teachers' working hours shall be determined in an annual work task plan.

Before announcing a decision on the work schedule/work task plan, the employer must notify the local employee organisation, which within seven working days is given the opportunity to call for negotiations. If negotiations are not called for within the specified time, the employer makes a final decision.

For each financial year, this work task plan must be drawn up in consultation with the relevant teacher no later than one month before the start of the activity. This regulates the work obligation, i.e. the scope and organisation of duties in the areas of education, research, development work, examination, administrative work, own competence development, and time to keep abreast of developments in one's own subject area. The planning of annual working hours must be based on operational goals, as well as educational and research assignments and a holistic view of the teacher's overall research, pedagogical and other competence, and that this competence must be developed within the framework of employment. The division of tasks shall take into account the teacher's need for balance between the duties associated with employment. When allocating duties, the nature and degree of difficulty of the duties, as well as the employee's competence and experience in the subject area in question, must be taken into account. The plan must be followed up on. Thus, when the need

arises, an established annual plan can be amended in consultation with the teacher concerned.

Working hours for other duties must also be included in the work task plan. This should include all the time needed to participate in meetings at the workplace, such as information meetings for staff and workplace meetings, and as a member of various boards and committees, normally about ten per cent of the annual working hours.

The parties understand the variations in the nature of teaching that exist between different areas of education and that concepts can have different meanings in different parts of the higher education institution. One consequence of this is that general calculation bases for the duration of different types of teaching are difficult to determine. When calculating the duration of the individual teacher's participation in teaching, account shall be taken of, among other factors, the structure and method of teaching and examination, the number of students, language, the degree of difficulty and level of the course, as well as preparatory work and follow-up work.

The starting point for the work task plan is that one teaching hour, including preparatory work and follow-up work, is converted into between two and seven clock hours. For lectures/classes, the factor 2-4 is normally used. Time for duties related to examination must be agreed in consultation.

For project work and degree projects, a duration of at least two hours per credit is normally calculated.

One teaching hour is equivalent to 45 minutes of activity.

Professor

A professor shall devote the majority of his or her working hours to research and may also teach and/or supervise first-cycle and third-cycle courses and study programmes.

Senior lecturer

A senior lecturer shall devote his or her working hours to both research and education. The proportion of working hours used for education normally amounts to a maximum of 70 per cent. The scope for research and/or subject development normally amounts to at least 20 per cent of working hours.

Lecturer

A lecturer shall devote the majority of his or her working hours to education. The volume of education normally amounts to a maximum of 80 per cent of working hours for the planning period. The scope for third-cycle study or competence development accounts for at least 10 per cent of working hours.

Doctoral student

The provisions above on planning working hours and producing work task plans shall be applied to doctoral students in those parts that do not concern third-cycle study.

In the case of doctoral students, work other than own third-cycle study should be scheduled as evenly as possible. Such work may account for a maximum of 20 per cent of the entire period of study.

Subsection 3 Overtime

The right to compensation for overtime work exists if the work has been ordered in advance or approved afterwards. Compensation is provided in the form of money (overtime pay) or time off (compensatory leave).

Overtime compensation

When calculating overtime work performed, only full half hours are counted. If the overtime work has been carried out both before and after the regular working hours on a given day, the two overtime periods shall be added together.

Hourly overtime pay is paid as follows:

- a) For overtime work between 06:00 and 20:00 Monday-Friday (holiday-free)

$$\frac{\text{månadslön}}{94}$$

- b) For overtime work at other times (including overtime work on a non-working weekday for the individual employee).

$$\frac{\text{månadslön}}{72}$$

Monthly salary refers to the employee's monthly salary excluding salary supplements. For part-time employees, the salary shall be adjusted to a full-time salary.

Overtime pay includes holiday pay.

Compensatory leave

Compensatory leave is provided if the employee so wishes and if the employer deems it possible taking into account operational needs. As far as possible, the employer should take into account the employee's wishes regarding when the leave is to be taken.

Compensatory leave per overtime hour is provided:

- a) For overtime work between 06:00 and 20:00 Monday-Friday (holiday-free) at a rate of 1.5 hours.
- b) For overtime work at other times at a rate of 2 hours.

Individual agreement

The employer and the employee can agree on other compensation for overtime work, for example through higher salary, a fixed salary supplement or additional annual leave. Such an agreement must be in writing.

Compensation for additional time

The right to compensation for additional time exists if the additional time has been ordered in advance or approved afterwards.

Compensation for additional time is provided for up to eight hours per day or the longer working hours of a full-time employee in a corresponding position.

If, on one day, the additional time has been worked both before and after the regular working hours that apply for the part-time employee, the two periods of time shall be added together.

When calculating excess working hours, only full half hours are counted.

Hourly compensation for additional time is paid as follows:

månadslön
3,5 x veckoarbetstid

In this context, monthly salary refers to the employee's part-time salary excluding salary supplements.

Weekly working hours refers to the part-time employee's working hours per holiday-free week, calculated on average per month, or other scheduling period.

Compensation for additional time includes holiday pay.

Subsection 4 Inconvenient working hours

Inconvenient working hours refers to the part of the regular working time measure that is scheduled at a time other than between 07:00 and 18:00 on Monday-Friday.

Compensation rules for inconvenient working hours (inconvenient working hours supplement)

For inconvenient working hours, supplements are paid as follows:

Monday-Friday:

From 18:00 to 24:00 $\frac{\text{monthly salary}}{600}$

From 00:00 to 07:00 $\frac{\text{monthly salary}}{400}$

Saturday-Sunday:

From Sat 00:00 to Sat 07:00 $\frac{\text{monthly salary}}{400}$

From Sat 07:00 to Sun 24:00 $\frac{\text{monthly salary}}{300}$

In addition, the following applies to public holidays:

From 07:00 on Epiphany, 1 May, Ascension Day, 6 June, and Whit Saturday until 00:00 on the first weekday after each public holiday. monthly salary
300

From 18:00 on Maundy Thursday, the day before All Saints' Day and from 07:00 the day before Christmas Eve, Midsummer's Eve, Christmas Eve and New Year's Eve until 00:00 on the first weekday after each public holiday. monthly salary
150

Individual agreement

The employer and the employee can agree on other compensation for work at an inconvenient time in accordance with Section 1, subsection 3:1.

On-call and stand-by duty

Compensation for on-call and stand-by duty is not regulated by this agreement. In cases where on-call and stand-by work is required, a local agreement or individual agreement must be signed before such work begins.

Section 7 Salary for part of the salary period

Subsection 1 Calculation of daily salary

If an employee starts or ends his or her employment during the current calendar month, a daily salary is paid for each calendar day covered by the employment.

Daily salary refers to the fixed cash monthly salary times 12, divided by 365. Monthly salary refers to fixed cash monthly salary and any fixed salary supplements per month.

Subsection 2 Calculation of hourly wages

Hourly compensation is calculated as:

$$\frac{\text{månadslön}}{165}$$

When applying the formula, a part-time employee's salary shall be adjusted to a full-time salary.

Section 8 Compensation for travel time

Subsection 1 Entitlement to compensation for travel time

The employee is entitled to compensation for travel time in accordance with Section 8, subsections 2 and 3 below, unless the employer and the employee have agreed that compensation for travel time shall be provided in another form.

The existence of travel time may, for example, be taken into consideration when determining the salary. Employees with unregulated working hours are entitled to compensation for travel time only if the travel has been ordered or agreed upon in advance.

Subsection 2 Travel time

Travel time providing entitlement to compensation refers to the time during an ordered business trip actually taken to travel to the destination.

Travel time that falls within the bounds of the employee's regular daily working hours is counted as working time. Therefore, when calculating travel time, only business travel outside the employee's regular working hours is included.

When calculating travel time, only full half hours should be included. If travel time occurs both before and after the regular working hours on a certain day, the two periods shall be added together.

If the employer has paid for a sleeping berth on a train or ferry during the trip or part thereof, the time between 22:00 and 08:00 shall not be included in the calculation.

Section 8 Compensation for travel time

Travel time also includes normal time taken when the employee drives a car or other vehicle during a business trip, regardless of whether the vehicle belongs to the employer or not.

The trip shall be deemed started and completed in accordance with the provisions that apply to the calculation of daily allowances or equivalent at the relevant employer.

Subsection 3 Compensation

Compensation for travel time is paid per hour as follows:

$$\frac{\text{månadslön}}{240}$$

When travel has been undertaken during the period from 18:00 Friday to 06:00 Monday or from 18:00 the day before the non-working eve of a public holiday or public holiday to 06:00 the day after a public holiday, the compensation is instead:

$$\frac{\text{månadslön}}{190}$$

Compensation for travel time according to the divisor 240 is paid for a maximum of six hours per calendar day.

Monthly salary refers to the employee's current fixed cash monthly salary.

When applying the formulas for calculating compensation for travel time, a part-time employee's salary shall be adjusted to correspond to the salary for full regular working hours. Compensation for travel time includes holiday pay.

Subsection 4 Individual agreement

The employer and the employee can agree on other compensation for travel time as per Section 1, subsection 3:1.

Section 9 Annual leave

Subsection 1 General provisions

An employee is entitled to annual leave under the Annual Leave Act with the additions and deviations specified in this agreement.

Subsection 2 Qualifying year and annual leave year

The qualifying year coincides with the annual leave year, which is the current calendar year.

Subsection 3 Annual leave

Subsection 3:1 Length of annual leave

An employee is entitled, for a full calendar year, to:

- 28 days of annual leave, up to and including the annual leave year in which the employee turns 29,
- 31 days of annual leave, from and including the annual leave year in which the employee turns 30, and
- 35 days of annual leave, from and including the annual leave year in which the employee turns 40.

Subsection 3:2 Annual leave for teachers, researchers and doctoral students

Annual leave is scheduled during student holidays or other non-teaching periods. All annual leave is scheduled consecutively during the summer, starting on the Monday after Midsummer, unless otherwise agreed in writing by the employer and the employee.

In cases where employees ask for annual leave to be scheduled at a time other than during the automatically scheduled period, an agreement must be reached by the employer and the employee no later than 15 May in the current annual leave year.

Employees who wish to exercise their right to save annual leave days, or take saved annual leave days, according to the provisions of this agreement, must notify the employer in writing no later than 15 May in the current annual leave year.

Subsection 4 Holiday pay, holiday compensation, etc.

Subsection 4:1 Calculation of holiday pay

Holiday pay consists of the monthly salary at the time of the annual leave in question, plus a holiday supplement for each day of paid annual leave (for the year and saved) that is taken.

The holiday supplement is 0.8 per cent of the employee's monthly salary at the time the annual leave is taken per day of paid annual leave. Holiday pay is paid according to the level of occupation (hours worked) that applies when taking annual leave.

Subsection 4:2 Calculation of holiday compensation

Holiday compensation is paid if the employee has earned but not taken paid or saved annual leave when the employment ends.

Holiday compensation is paid per day of annual leave at a rate of 4.6 per cent of the employee's monthly salary when the employment ends, plus a holiday supplement calculated in accordance with Section 9, subsection 4:1.

An individual agreement can be signed to exchange the holiday supplement for an additional day off. The application must be submitted well in advance and agreements only apply to the current and full annual leave year.

All annual leave for the year must be taken before exchanged days are taken. Exchanged days off must be taken in the same year.

Holiday supplements are converted to days off as follows:

With 28 days of annual leave, 6 days off are provided

With 31 days of annual leave, 6 days off are provided

With 35 days of annual leave, 7 days off are provided

Subsection 4:3 Deductions for unpaid annual leave

For each annual leave day not providing entitlement to holiday pay (unpaid annual leave), 4.6 per cent of the employee's monthly salary is deducted.

Subsection 4:4 Taken too much annual leave

If the employee has received more paid annual leave days than he or she is entitled to during the year, any overpaid holiday pay must be repaid.

Subsection 5 Holiday entitlement with short-term employment

Employment for a fixed term of not more than three months does not provide entitlement to annual leave but to holiday compensation. This is calculated in accordance with the Annual Leave Act, i.e. 12 per cent of the employee's salary that has become due in employment during the qualifying year.

Subsection 6 Saved annual leave

If an employee is entitled to more than 20 days of paid annual leave, surplus days may be saved. This may only be done if, in the same year, the employee does not take previously saved annual leave. A maximum of 30 days may be saved.

Subsection 7 Annual leave in case of concentrated part-time

Subsection 7:1 Scheduling of annual leave

If, according to the current organisation of working time, an employee does not work five days a week (concentrated part-time), the following applies:

The number of gross annual leave days to be scheduled during the annual leave year shall be proportionate to the employee's share of the regular working hours applicable for a full-time employee in a corresponding position. The number of annual leave days then received (net annual leave days) shall be scheduled on the days that would otherwise have been working days for the employee.

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

$$\frac{\text{Number of working days per week}}{5} \times \text{Number of gross annual leave days to be scheduled} = \text{Number of annual leave days to be scheduled on days that would otherwise have been working}$$

days (net annual leave days)

If the calculation results in a fraction, it shall be rounded up to the nearest whole number.

“Number of working days per week” refers to the employee’s scheduled working days per week on average during a four-week period (or other scheduling period).

If the employee works both full days and part of a day in the same week, the partly worked day in this context shall be counted as a full day.

When annual leave is scheduled on days when the employee would only have worked part of the day, one whole annual leave day is used that day too.

If the employee’s organisation of working time changes so that the “number of working days per week” changes, the number of net annual leave days not taken shall be recalculated to correspond to the new working hours.

Subsection 7:2 Calculation of annual leave

Holiday supplements, holiday compensation and salary deductions for unpaid annual leave are calculated based on the number of gross annual leave days.

Subsection 7:3 Individual agreement

The employer and the employee may make individual agreements on this section in accordance with Section 1, subsection 3:1.

Section 10 Sick pay

Subsection 1 Entitlement to sick pay

An employee is entitled to sick pay during the first 14 calendar days of a period of illness according to the Sick Pay Act, with the addition stated in Section 10, subsection 3:2, second paragraph. Sick pay from the employer from the 15th calendar day of the period of illness is paid as per this agreement.

Subsection 2 Notification of illness

An employee who falls ill and is unable to work must inform the employer as soon as possible and indicate when he or she expects to be able to return to work.

The same applies if the employee's capacity for work is reduced on account of an accident or occupational injury, or if the employee has to refrain from work due to the risk of transmitting an infection and is entitled to compensation in accordance with the Compensation for Carriers Act.

As a general rule, sick pay shall not be paid for the period before the employer received notification of the illness.

Subsection 3 Declaration and medical certificate

Subsection 3:1 Declaration

The employee must inform the employer by means of a written declaration that the employee has been ill and provide details about the extent to which the employee's capacity for work has been impaired by the illness, and the days on which the employee should have worked.

Subsection 3:2 Medical certificate

The employer is obliged to pay sick pay from the seventh calendar day after notification of illness only if the employee confirms the impaired capacity for work and the length of the period of illness by means of a medical certificate.

If the employer so requests, the employee must confirm the impaired capacity for work with a medical certificate from an earlier date.

The employer has the right to appoint a doctor. The employer pays the cost for the appointed doctor.

Subsection 4 Amount of sick pay

The sick pay that the employer must pay to the employee is calculated by making deductions from the salary as follows:

Subsection 4:1 Sickness deduction up to and including the 14th calendar day

Qualifying deductions and sick pay are calculated in three steps.

Section 10 Sick pay

In this subsection, monthly salary refers to fixed cash monthly salary and any fixed salary supplements, such as inconvenient working hours supplements, on-call and stand-by duty per month. Supplements are calculated based on a representative period or the current work task plan.

1. First, absence per hour is calculated as
 $(\text{Monthly salary} \times 12) / (52 \times \text{weekly working hours})$. In case of illness for part of the day, see Calculation of deductions in case of illness for part of the day below.
2. Sick pay per hour is calculated as follows
 $(\text{Monthly salary} \times 12) / (52 \times \text{weekly working hours}) \times 0.8$
3. Qualifying deductions that amount to 3.68 % of monthly salary as per the definition above are deducted from sick pay until the full qualifying deduction has been made.

Full deduction

Full salary deduction due to sick leave is calculated per working day, from day 1, until the current period with sick pay ends.

Sick pay is added

Sick pay is paid on days 1-14, which corresponds to 80 % of the monthly salary the employee would normally have received as defined above.

Qualifying deductions are deducted from sick pay

A qualifying deduction will be made from the sick pay. The qualifying deduction corresponds to 3.68 % of the employee's monthly salary as defined above.

Remarks

1. In the case of unregulated working hours, a working day is considered to be 8 hours for a full-time employee.

2. For intermittent employees, an average is calculated over a representative period. In the case of irregular employment, an average is calculated over a representative period or current work task plan.
3. A new period of illness starting within 5 calendar days of the end of a previous period of illness shall be considered a continuation of the previous period of illness. This means that qualifying deductions may need to continue to be made up to 20 per cent of the average weekly working hours in the continued period of illness. Also applies to deductions made in accordance with Section 10, subsection 4:2 of the agreement.
4. According to the law, the number of qualifying deductions may not exceed ten occasions during a twelve-month period. If, in case of a new period of illness, it turns out that the employee has had qualifying deductions on ten occasions in a twelve-month period prior to the start of a new period with sick pay, the deduction for the first 20 per cent of sick leave shall be calculated according to the rules that apply from day 2 up to and including day 14 of the period of illness (no qualifying deduction).
5. In total, the qualifying deduction can never be greater than what would have been paid in the form of sick pay without a qualifying deduction.
6. For an employee who, according to a decision by the Swedish Social Insurance Agency, is entitled to sick pay without a qualifying period, sickness deductions are made according to the rules that apply to sick leave exceeding 20 per cent of the average weekly working hours up to and including day 14 of the period of illness.

Calculation of deductions in case of illness for part of the day

After calculating the qualifying deduction as per the above, the calculated deduction shall be divided by 8, providing the hourly qualifying deduction, which is multiplied by the number of hours of absence.

Subsection 4:2 Change of salary or weekly working hours

If a change of salary or weekly working hours is made, the following applies:

The employer must make sickness deductions based on the previous salary and/or working hours during at most the month when the employee was notified of their new salary and/or changed working hours.

If the calculation periods the employer uses for salary payments do not coincide with the calendar months, the employer is entitled, under this provision, to replace the term “month” with “calculation period”.

Subsection 4:3 Sickness deductions from the 15th calendar day

For each sick day (including non-working weekdays, Sundays and public holidays), sickness deductions are made as follows:

For employees with a monthly salary up to the maximum sickness benefit qualifying income (SGI)

$$\frac{10 \text{ x prisbasbelopp}}{12}$$

deductions are made per calendar day of:

$$90 \% \text{ x } \frac{\text{månadslön x 12}}{365}$$

For employees with a monthly salary above

$$\frac{10 \text{ x prisbasbeloppet}}{12}$$

deductions are made per calendar day of:

$$90 \% \times \frac{10 \text{ pbb}}{365} + 10 \% \times \frac{(\text{månadslön} \times 12 - 10 \text{ pbb})}{365}$$

The sickness deduction per day may not exceed

$$\frac{\text{den fasta kontanta månadslönen} \times 12}{365}$$

For the purposes of this limitation rule, monthly salary also means fixed salary supplements per month.

Subsection 5 Duration of the period with sick pay

An employee who has been employed by the employer for at least one consecutive year (or has transferred directly from employment in which the employee was entitled to sick pay for at least 90 calendar days) is entitled to sick pay up to and including the 90th calendar day of the period of illness.

Other employees are entitled to sick pay up to and including the 45th calendar day of the period of illness.

An employee who, during the last 12 months, calculated from the beginning of the current period of illness, is ill on two or more occasions is entitled to sick pay for a total of 105 and 45 days.

The period of illness includes all days with sickness deductions, including qualifying deductions, and non-working days that fall within a period of illness.

The right to sick pay according to law during the first 14 calendar days of the period of illness is not affected by these limitation rules.

Subsection 6 Sickness deduction where there is no entitlement to sick pay

Where there is no entitlement to sick pay, salary deductions are made for each calendar day covered by the absence at:

$$\frac{\text{månadslön} \times 12}{365}$$

If the sickness deduction covers one or more full calendar months, the employee's entire monthly salary shall be deducted for each of the calendar months.

Subsection 7 Restrictions on entitlement to sick pay from the 15th calendar day of the period of illness

Subsection 7:1 Reduced sick pay

If the employee's sickness benefits have been reduced under the Social Insurance Code, sick pay shall be reduced correspondingly.

Subsection 7:2 Sick pay in damages cases

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

Subsection 7:3 Disability pension under the ITP plan

If the employee receives a disability pension under the ITP plan, entitlement to sick pay ceases.

Subsection 8 Coordination rules

Subsection 8:1 Sick pay and annuity

If, due to an occupational injury, an employee collects an annuity instead of sickness benefit during the period when the employee is entitled to sick pay, the sick pay from the employer shall constitute 90 per cent of the monthly salary and the annuity.

Subsection 8:2 Occupational injury or rehabilitation allowance

There is no right to sick pay on salary components up to the maximum SGI for the period when sickness benefit under the Social Insurance Code is paid or for the period when rehabilitation allowance is paid.

Subsection 8:3 Sick pay and insurance other than ITP and TFA

If the employee receives compensation from insurance policies other than ITP or TFA and the employer has paid the premium for this insurance, the sick pay shall be reduced by the amount of such compensation.

Section 11 Parental pay

Subsection 1 Entitlement to parental pay

Employees are entitled to parental pay from the employer if the employee is on parental leave with entitlement to parental benefit or is in receipt of pregnancy benefit.

Parental pay is not payable if the employee is exempt from parental benefit according to the Social Insurance Code. If this benefit has been reduced, the parental pay shall be reduced correspondingly.

Subsection 2 Amount of parental pay

Parental pay is ten per cent of the daily salary for a maximum of 360 days on salary components up to the maximum SGI (sickness benefit qualifying income). On salary components that exceed the maximum SGI, parental pay is 90 per cent of the daily salary for a maximum of 300 days per birth.

Parental pay is calculated based on the current daily salary.

Parental pay is paid for such days during parental leave when the employee receives parental benefit above the minimum level.

Parental pay is paid after the employer has received a payment notice from the Swedish Social Insurance Agency.

Subsection 3 Salary deductions where there is no entitlement to parental pay

Subsection 3:1 Salary deductions per calendar day

If an employee on parental leave is not entitled to parental pay, a salary deduction is made for each day of absence (also non-working weekdays, Sundays and public holidays) according to the formula:

$$\frac{\text{månadslön} \times 12}{365}$$

Subsection 3:2 Salary deductions per hour

In the case of absence for part of the day – when the period of leave is shorter than one calendar month – a salary deduction is made for each hour of absence according to the formula:

$$\frac{\text{månadslön}}{165}$$

When applying the formula, a part-time employee's salary shall be adjusted to a full-time salary.

Subsection 3:3 Salary deductions per calendar month

Where parental leave relates to part of the day and covers one or more calendar months, the employee's full-time salary shall be reduced in proportion to the reduction in working hours. The same applies in cases where the leave has been scheduled only on certain days of the week.

Subsection 4 Salary deductions for parental leave with temporary parental benefit

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

$$\frac{\text{månadslön}}{165}$$

When applying the formula, a part-time employee's salary shall be adjusted to a full-time salary.

Subsection 5 Certificate from the Swedish Social Insurance Agency

An employee must, on request, confirm the parental leave by means of a certificate from the Swedish Social Insurance Agency.

Section 12 Leave

Subsection 1 Leave with pay

Leave with pay can be granted. In special cases, the employer shall grant leave for one or more days, e.g. in the event of a sudden illness affecting a close relative, or the death of a close relative, as well as funeral, burial and probate.

Medical appointments may be attended during working hours when the activity allows.

Antenatal appointments and appointments at child health centres for both parents may be attended during working hours when the activity allows.

Subsection 2 Study leave

If training is of importance to the employer's activities or the employee's employability, the employer may allow all or part of the study leave to provide entitlement to salary.

Subsection 3 Leave without pay

Leave without pay can be granted if the employer determines that it can be done without inconveniencing activities. When an employee is on leave without pay, a deduction is made as shown below.

Subsection 3:1 Hourly leave

If the leave relates to part of a working day, an hourly deduction is made of

$$\frac{\text{månadslön}}{165}$$

When applying the formula, a part-time employee's salary shall be adjusted to a full-time salary.

Subsection 3:2 Leave of maximum five working days

If the leave comprises a maximum of five working days, a deduction shall be made for each working day of:

$$\frac{\text{månadslön}}{21}$$

Subsection 3:3 Leave of more than five working days

If the employee takes leave for more than five working days, deductions shall be made for each calendar day (including weekdays that are non-working days for the employee, Sundays and public holidays) using the daily salary rate.

Daily salary rate means:

$$\frac{\text{månadslön} \times 12}{365}$$

Subsection 3:4 Leave for a full calendar month

Where a period of leave comprises one or more full calendar months, the employee's entire monthly salary shall be deducted for each of the calendar months.

Subsection 4 Concentrated part-time

Subsection 4:1 Leave for part of a calendar month

If a part-time employee's regular working hours are scheduled only for certain working days of the week (concentrated part-time), deductions shall be made as follows if the employee is on leave for part of a calendar month.

Monthly salary divided by:

$$\frac{\text{antal arbetsdagar/vecka}}{5} \times 21$$

Example:

Number of working days per week	Deductions per working day
4	$\frac{\text{monthly salary}}{16.8}$
3.5	$\frac{\text{monthly salary}}{14.7}$
3	$\frac{\text{monthly salary}}{12.6}$
2.5	$\frac{\text{monthly salary}}{10.5}$
2	$\frac{\text{monthly salary}}{8.4}$

Number of working days per week refers to working days per holiday-free week, calculated as an average per month or longer scheduling period.

Deductions as described above shall be made for each day that the employee is on leave without pay and which would otherwise have been a working day for the employee.

Subsection 4:2 Leave for a full calendar month

Where a period of leave comprises one or more full calendar months, the employee's entire monthly salary shall be deducted for each of the calendar months.

Section 13 Termination

Subsection 1 Notice of termination given by the employee

Subsection 1:1 Form of termination

In order that there should be no dispute as to whether or not notice of termination has been given, the employee should provide their notice in writing in an e-mail or a signed document. If notice of termination is given verbally, the employee should as soon as possible confirm this in writing with the employer.

Subsection 1:2 Period of notice on the part of the employee

An employee has a three-month period of notice, unless otherwise provided for in Section 13, subsection 3:1 or an individual agreement.

Subsection 2 Notice of termination given by the employer

Subsection 2:1 Period of notice on the part of the employer

In the event of termination of an employee, the following periods of notice apply on the part of the employer, unless otherwise provided for in Section 13, subsection 2:3 or 3:1 below or an individual agreement.

Total period of employment with the employer	Period of notice
0-6 years	3 months
6-8 years	4 months
8-10 years	5 months
More than 10 years	6 months

The duration of employment is calculated in accordance with Section 3 of the Employment Protection Act.

If an employee who is on parental leave under Section 4 or 5 of the Parental Leave Act (1995:584) is given notice due to redundancy, the period of notice begins when the employee returns fully or partially to work or, in accordance with the application for parental leave that applies when notice is given, when the employee should have resumed work.

Subsection 2:2 Order of priority rules in connection with termination due to redundancy

The local parties shall, in the event of confirmed staff reductions, evaluate the employer's requirements and needs in terms of staffing. If these needs cannot be met by application of the law, order of priority shall be determined by way of derogation from the provisions of the law.

In such a case, the local parties shall select the employees to be terminated, taking into particular account the employer's need for competence and its ability to conduct competitive activities and thus provide continued employment.

It is assumed that the local parties, at the request of either party, reach an agreement on the determination of the order of priority in connection with termination pursuant to Section 22 of the Employment Protection Act and the necessary derogations from the law.

The local parties may also, by way of derogation from the provisions in Sections 25-27 of the Employment Protection Act, agree on the order of priority in the event of re-employment. In such a case, the criteria above shall apply.

It is the responsibility of the local parties, on request, to conduct negotiations referred to in the preceding paragraphs and to confirm in writing any agreements reached.

If the local parties fail to reach an agreement, the central union parties may, if either of the parties so requests, enter into an agreement in accordance with the guidelines set out above.

It is assumed that the employer provides the local and central contracting party with relevant factual information before addressing the issues raised above.

Remark

Without a local or central agreement as described above, termination due to redundancy and re-employment may be examined in accordance with the law, with observation of the negotiation procedure.

Subsection 2:3 Extended period of notice

For employees who have been made redundant and who have reached the age of 55 years and who have ten years' continuous service, the period of notice in force in the industry agreement or the Employment Protection Act is extended by six months.

Subsection 2:4 Written advance notice

Advance notice of termination for personal reasons that the employer is required to give the local employee organisation under the Employment Protection Act shall be deemed to have been given when the employer has submitted a letter of notice to the local employee party or two working days after the employer has sent the letter by registered post to the address of the relevant union.

Advance notice given by the employer during the holiday period is considered to have been given on the day following the end of the holiday period.

Subsection 2:5 Salary during the period of notice

In connection with Section 12 of the Employment Protection Act, the following applies for employees who cannot be provided with work during the period of notice:

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

Subsection 3 Other provisions concerning termination

Subsection 3:1 Fixed-term employees

For fixed-term employment in accordance with Section 5 a of the Employment Protection Act and entered into for more than three months, a mutual period of notice of one month applies. Notice of termination by the employer requires objective grounds under the Employment Protection Act.

Subsection 3:2 Damages in the event of the employee not observing the period of notice

If the employee leaves his or her employment without observing the period of notice or part thereof, the employer is entitled to damages for the financial damage and inconvenience thereby caused, but not more than an amount equal to the employee's earned and outstanding salary, holiday compensation, saved annual leave, summer pay, overtime pay or other outstanding salary component.

Subsection 3:3 Termination of employment due to reaching retirement (LAS) age or receiving full sickness compensation

Irrespective of the agreed period of notice, the following applies to salaried employees who, within one month, reach or have reached the age specified in Section 32 a of the Employment Protection Act:

The employment may be brought to an end by both the salaried employee and the employer through written notification. The employment ends one month after the notification is provided to the other party. Advance

Section 14 Application for a lower level of occupation for an employee over the age of 65

notice does not need to be given to the trade union organisation. Written agreement on a notification period longer than one month may be reached.

If an employer wishes an employee to leave their employment in connection with the employee being entitled to full sickness compensation without time constraints in accordance with the National Insurance Act (1962:381), the employer shall notify the employee of this in writing as soon as the employer becomes aware of the decision regarding sickness compensation.

Section 14 Application for a lower level of occupation for an employee over the age of 65

In order to facilitate a longer working life, employees over the age of 65 can apply for a re-regulation of the employment contract to a lower level of occupation. The employer can grant this if the activity allows. On request, the employer shall justify its decision in writing.

Section 15 Validity

This agreement is valid until 30-06-2025. After this date, the agreement is extended by seven days at a time.

Appendix 1 Other agreements between the parties

Other agreements between the parties

- Agreement on negotiation procedure Employers' Alliance – LO/PTK
- Agreement on negotiation procedure Employers' Alliance – Fackförbundet ST
- Cooperation Agreement Employers' Alliance – LO/PTK
- Pension Agreement (ITP) Employers' Alliance – PTK
- Agreement on Occupational Group Life Insurance (TGL) Employers' Alliance – LO/PTK
- Agreement on Occupational Injury Insurance (TFA) Employers' Alliance – LO/PTK
- Agreement on Social Security for Salaried Employees During Service Abroad Employers' Alliance – PTK
- Agreement on certain specific measures for employees exposed to asbestos exposure Employers' Alliance – LO/PTK
- Stand-by Agreement Employers' Alliance – LO/PTK
- Framework agreement on security, employment transition and employment protection Employers' Alliance – PTK

Appendix 2 Salary agreement

1. Operational development

General starting points

Employers and employees have a common interest in creating viable operations.

The local parties shall contribute to creating good conditions for developing operations in order to improve results and goal achievement. This requires systematic development and quality work. The employee's contribution to the achievement of goals should be reflected in the development of salary.

The central cooperation agreement can create the conditions for continuous dialogue between employers and employees in order to develop both the individual and the operation and create a good work environment.

It is important that there is a developed and well-known salary policy. The employer and the local employee organisations together develop a salary policy and the criteria for salary setting based on the goals and needs of the operation.

The salary criteria shall be formulated in such a way as not to create improper salary setting, to prevent unjustified differences in pay and other conditions between women and men who perform equal work or work of equal value, through an annual salary survey. Local parties must ensure that the salary criteria are known to all employees.

Measures to eliminate improper salary setting should not affect the scope of a salary review.

The salary setting shall make it easier for the employer to recruit, motivate and retain employees.

Effective salary formation stimulates commitment, development and good work efforts and contributes to achieving the goals of the operation.

Parents on leave and those on sick leave are also entitled to development reviews and are covered by the salary review and are entitled to salary discussions.

The salary review shall normally be planned so that the employee's new salary can be paid in the month that is the review date of the central salary agreement. When paying retroactive salary, the employer must also pay the difference that arises as a result of the Swedish Social Insurance Agency not retroactively changing sick pay qualifying income.

Competence development

Here, competence implies the collective knowledge, skills, abilities and approaches that make it possible to perform current tasks in line with the defined goals and requirements for how these are to be achieved.

Competence development for all personnel categories is of great importance for a positive development of the institution. In order to create opportunities for the individual, it is necessary for competence development to be linked to operational needs, now and in the future.

Development reviews and workplace meetings provide an important basis for planning competence development. During the annual development review, an individual competence development plan is drawn up. It is necessary for the employer to allocate the necessary resources.

2. Development reviews

The manager and employee must have continuous dialogue during the financial year. Each financial year, the reviews shall include the following points:

- the employee's duties, responsibilities, any changes in work content and expected work results/objectives linked to the requirements of the operation, working hours and recovery, and
- the employee's contribution to the achievement of goals.

An individual competence development plan is drawn up and signed by the salary-setting manager and the employee.

The salary-setting manager must document the results of the development review, which are then communicated to the employee.

This documentation should form the basis for the salary-setting discussion or salary discussion.

3. Deliberation

Prior to the salary review, the employer must analyse the future direction, development and economic conditions of the operation, taking into account, among other things, last year's reconciliation. The need for a change in salary structure – existing and desired salary relationships between and within occupational groups – should be considered in order for the employer to be able to retain and recruit employees. The annual analysis should lead to a wide-ranging discussion of desirable changes and can show that, in addition to the salary review, there are reasons to make individual adjustments to address any unjustified pay gaps based on discrimination legislation.

The employer must justify their proposals for a salary structure.

It is the parties' opinion that the employer should primarily carry out the salary review through individual salary-setting discussions in accordance with point 4 Individual salary-setting discussions and point 5 Reconciliation. If a local party requests that the salary review be carried out as a negotiation instead, point 6 Negotiations applies.

Central consultation

The local parties have the right at any time during the process to request that the central parties be consulted. In such cases, the central parties shall contribute, through deliberations with the local parties, to the conclusion of an agreement on the salary process.

4. Individual salary-setting discussions

Salary setting must be individual and differentiated. The agreement does not contain any individual guarantees.

The employee's salary is affected by the responsibility and difficulty of the tasks, as well as by the employee's work results, contributions to operational development and goal achievement. Market forces can also affect salaries.

The employee's salary shall be determined on the basis of the salary policy developed in collaboration and locally developed criteria.

Salary setting must be objectively based. Under the applicable anti-discrimination legislation, an employer may neither directly nor indirectly discriminate against an employee in the application of salary or other conditions of employment.

Each employee should know on what basis the salary is set and what he or she can do to influence his or her salary. Employers and employees shall maintain a dialogue about the employee's contribution to the past year's activities, goal achievement and development, and evaluate the employee's efforts/achievements based on established salary criteria. Previous development reviews should form the basis of the dialogue.

The dialogue should follow up on:

- set goals and the employee's contribution to the achievement of the goals,
- the employee's duties, responsibilities, performance and any changes in work content, as well as their own competence development, and
- their ability to cooperate and take initiative.

If an employee's salary development has been unfavourable, the salary-setting manager should discuss the employee's conditions for performing their duties, the need for competence development or other measures. The discussion should result in a development plan.

The individual salary-setting discussion shall end with the salary-setting manager setting out proposals for a new salary for the employee, unless a negotiation has been requested.

Enhanced salary discussions (so-called four-party discussions) may be possible in case of disagreement following salary-setting discussions. In addition to the manager and employee, a union representative and another employer representative participate in an **enhanced salary discussion**. The aim is to reach a consensus between the parties. If the disagreement persists, the employer makes the final decision.

5. Reconciliation

The employer calls the local employee organisations to a reconciliation meeting no later than three weeks after the review has been completed.

The employer informs the local employee organisation of the outcome for their members.

The parties evaluate the completed salary review as a basis for the budget process and future deliberations. It is important that employees and the salary-setting manager are involved in the evaluation.

Local negotiations may be called for if the result of the local salary review deviates from the intentions of the salary agreement or if special reasons exist. Local negotiations must be called for no later than three weeks after the conclusion of the reconciliation.

Central negotiations must be called for no later than three weeks after the conclusion of the local negotiation¹.

6. Negotiations

Before local negotiations begin, individual salary discussions must have been conducted according to the same principles as salary-setting discussions.

Central negotiations must be called for no later than three weeks after the conclusion of the local negotiations².

Upon conclusion of the negotiations, the parties shall evaluate the completed salary review as a basis for the budget process and future deliberations. It is important that employees and the salary-setting manager are involved in the evaluation.

¹⁻² *In their negotiations the parties take as their starting point the Swedish labour market in general, where the benchmark for the industry is normative.*

Rules of application

Review date

If, despite the intentions of this agreement, the local parties cannot agree otherwise, the salary review date shall be 1 January of each year.

Scope of the agreement

The agreement covers employees who have been employed by the employer continuously for six months before the established date for the salary review.

Exceptions

In connection with an employee being appointed or receiving a higher salary, the employer and the employee may agree that the employee will not be subject to the next salary review.

Employees who, at the time of the salary review, are on leave for at least three months hence, for reasons other than illness or parental leave, are exempt from this salary agreement unless otherwise agreed.

Employees who terminate their employment no later than the date of the salary review are not covered by the agreement.

Retroactive recalculation

Retroactive recalculations are made from the date of the salary review on paid benefits and deductions made as below.

Sickness deductions and parental leave deductions

Sickness deductions during calendar days 1-14 are recalculated retroactively. Parental leave deductions shall not be recalculated retroactively.

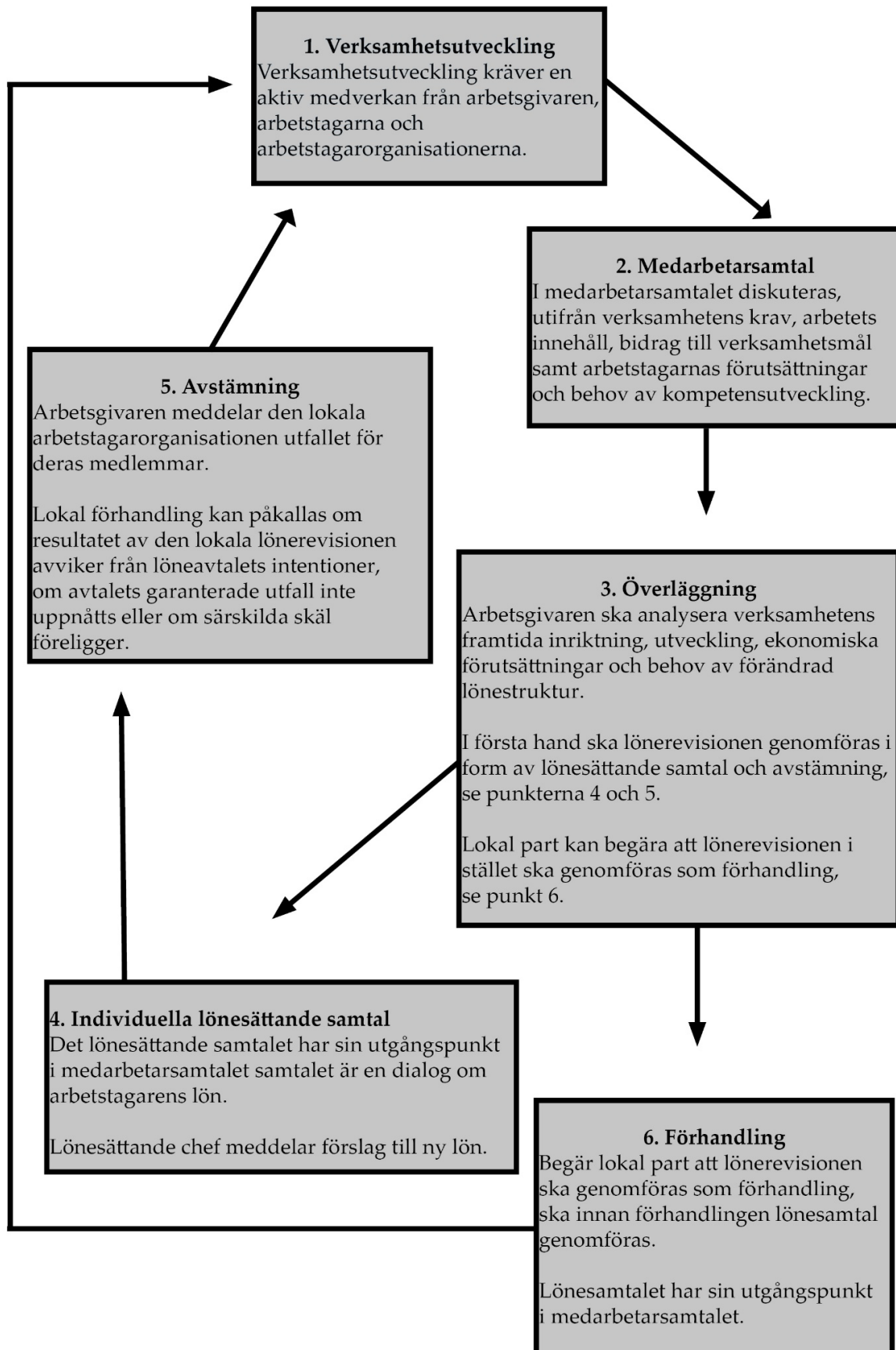
Leave deductions

Leave deductions are recalculated retroactively.

Validity

The salary agreement is valid until 30 June 2025.

Image showing the salary process



Appendix 3 The leadership agreement

The manager, in his role as supervisor, is the employer's representative in the workplace. It is therefore assumed that the manager is loyal to the employer and defends their interests.

The manager is the one who, regardless of title and level, represents the employer and leads function, operations and/or employees.

The role of manager involves demanding and qualified tasks. In order to have long-term sustainable managers, clarity about the assignment, freedom of action and backing from the organisation is a prerequisite.

The relationship between the Employers' Alliance and Ledarna is characterised by the fact that Ledarna is an organisation for managers, and solutions to any disputes between the parties focus on measures that strengthen trust between the parties.

Scope of the agreement

This agreement covers members of Ledarna who are the employer's representatives at workplaces in operations/organisations that are affiliated to the Employers' Alliance's Industry Committee Education and Adult Education.

Individual agreement (optional rule)

A manager covered by this agreement may enter into an individual and operationally adapted agreement with the employer on other terms and conditions without prejudice to the general terms and conditions agreement. Such agreement shall be in writing and shall in particular disclose the terms and conditions.

The terms of the individual agreement are valid until further notice and can be revised at the next salary discussion.

A party that wants the terms and conditions to end shall notify the other party no later than one month before the salary discussion. From the time of the salary discussion, the general terms and conditions agreed between the central parties apply.

The individual agreement shall not be contrary to mandatory legislation.

Salary formation agreement for the organisation/operation

Starting points

The salary formation process shall be based on the organisation's financial conditions and the manager's contribution to this development. The individual-based salary setting contributes to the clear connection between operational goals, own development, effort and salary. In this way, the salary can become a driving force in a person's own performance and thereby positively affect both the development of the operation and the development of own salary.

The salary formation process is based on dialogue between the manager and the immediate superior. In the dialogue, competence and results are important concepts. The organisation's business idea and goals are linked to personal development and salary development. Salary and other benefits are linked to performance, goal achievement and how the manager leads operations and employees.

The salary formation process should be transparent, clear and known within the operation/organisation. The process is defined in the salary policy of the operation.

There are high demands on managers and they must in turn have realistic conditions to be able to successfully manage their assignment. A dialogue between the manager and the immediate superior regarding assignments and conditions aims to create sustainable managers, which benefits the operation, employees and the manager personally. This dialogue should be conducted in connection with the performance review/development review.

The importance of competence development

In order to meet quality requirements and ensure development of the industry, a determined effort is required to develop competence within the business. Managers' know-how, personal commitment and development are crucial. All managers should, as needed, be given the opportunity and space for competence development in their work.

Competence development is an important factor in the salary formation process. The employer and the manager have a joint responsibility for the manager's competence development and it is necessary for the employer to allocate the necessary resources for this.

The internal dialogue on competence development is an important basis for the development of the overall competence of managers and the organisation. Goals for individual competence development must be set. The dialogue can be conducted at, for example, planning or performance reviews/development reviews, where goals for individual competence development are set.

Salary and salary development

The annual salary process is based on dialogue between the manager and the immediate superior. Salary and salary setting should support the organisation's goal fulfilment and development. Salary is therefore set based on the manager's performance and goal achievement.

The immediate superior, the salary-setting manager, is the person who has the best knowledge of the manager's competence and performance. It is therefore important that the salary-setting manager has the authority to engage in dialogue.

The timetable for the annual salary process, performance reviews/development reviews and salary discussions are covered by the intentions found in the Cooperation Agreement between the Employers' Alliance – LO/PTK.

Salary reviews shall be carried out at least once a year. Salary review sessions for managers can be scheduled at personally agreed times. If the manager and the organisation do not agree, salary reviews shall be carried out according to the relevant industry agreement's salary review date.

The salary process is an ongoing process that extends throughout the year. The salary process should be linked to the organisation's overall goals that are broken down at the individual level so that the salary process is transparent, clear and known to everyone. Properly applied, this agreement can contribute to the development of both organisation and leadership. The following steps create the basis for such a salary process.

Step 1 Conditions

The salary must be individual and differentiated. Salary policy, salary agreements, salary criteria and the organisation's economic and market

conditions provide a snapshot of the current situation, which should be known to everyone prior to the upcoming salary setting. The manager's own current situation description complements this analysis.

Those on parental leave and sick leave shall be offered performance reviews/development reviews, and are covered by the salary review and offered salary discussions.

Step 2 Performance reviews/development reviews

All managers must have at least one performance review/development review per year with their salary-setting manager. During this, conditions, goals and competence development are discussed. The manager's individual goals and competence development must be documented.

Step 3 Continuous follow-up

Changes in the outside world create the need to regularly follow up on and possibly correct the objective and the goals that have been set. Each manager should be given the opportunity for continuous follow-up with the salary-setting manager.

Step 4 Assessment

Prior to the salary discussion, the salary-setting manager must assess the manager's performance during the year. This is to be able to set salary based on the result and the goal achievement that has taken place during the year. The organisation's salary policy, salary criteria and salary-setting manager's assessment from performance reviews/development reviews and the continuous follow-up form the basis. The corresponding preparation is also done by the manager whose salary will be set.

Step 5 Salary discussions

In the salary discussion, a dialogue will be conducted between the manager and the salary-setting manager regarding the year's work effort, based on step 4. As part of this, the manager's salary level and salary development will be discussed. The salary-setting manager puts forward and justifies his proposal for a new salary. New salary is determined in writing and signed by both parties.

For managers who have not been offered any or noticeably low salary increases, special discussions shall be held about the manager's conditions for performing their duties, the need for competence-enhancing measures or other measures. A personal development plan must then be drawn up.

Step 6 Evaluation

The salary process requires constant development. A joint evaluation with the aim of improving the salary process shall be carried out annually. The result forms a platform for next year's salary process. The evaluation shall be carried out between the manager and the salary-setting manager or in forums for managerial issues or equivalent.

Negotiation procedure

Salary dialogue and local negotiations

The salary issue should be resolved in connection with the salary discussion.

In case of disagreement in the salary discussion, Ledarna can be consulted and deliberation may be requested. Such deliberation shall be called for within 14 days of the salary discussion being conducted.

If either party so wishes and the matter concerns the salary process, the matter can be dealt with directly in local negotiations without prior deliberation. The negotiations shall be held no later than three weeks after the request was made.

In the event of disagreement, the central parties should be consulted on the application of the agreement before the conclusion of local negotiations. The focus is that central negotiation should not have to be resorted to.

In organisations where a local application agreement has been reached, the employer submits the result of the individual salaries in the manner agreed by the local parties.

Central negotiations

If the local parties cannot reach an agreement during local negotiations, central negotiations may be called for.

Central negotiations must be called for no later than three weeks after the date on which local negotiations were declared closed.

Salary Committee

If the parties cannot reach an agreement during central negotiations, the matter may be referred to the Committee for Salary Matters for an opinion. This shall take place no later than three weeks after the conclusion of the central negotiations. The Committee has two months to give an opinion on the dispute arising from this agreement

Statute of limitations

A party that does not comply with the above deadlines loses the right to raise the matter and the employer thus has the right to determine the salaries.

Duty of peace

This salary formation agreement imposes a duty of peace on both the local and central parties in the matters governed by this agreement.

If an agreement on individual salaries has not been reached at central negotiations, the Employers' Alliance or Ledarna may decide that the duty of peace ceases at the organisation or part of the organisation covered by the negotiations. This will be communicated immediately to the Employers' Alliance and Ledarna.

A party may not give notice or resort to industrial action for an organisation or part thereof until the matter has been referred to the Committee for Salary Matters and its opinion has been communicated to the parties.

In order to be valid, notice of conflict measures must have been issued by the National Board of Directors of Ledarna or the relevant Board of Directors of the Employers' Alliance.

Otherwise, conflict rules are applied in accordance with applicable legislation and agreements.

Committee for Salary Matters

The Committee for Salary Matters consists of four members, of which the Employers' Alliance and Ledarna appoint two members each and a secretary each.

If the Committee agrees, it may act as an arbitration panel with an impartial chairman appointed by the Committee.

Termination

This agreement is valid from 30 June 2022 and until further notice with a mutual period of notice of three months.

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**Fackförbundet ST and Vision have a collaboration council. Fackförbundet ST is a contracting party and Vision is a local party at three workplaces

*** Lärarförbundet and Lärarnas Riksförbund are merging to form Sveriges Lärare on 1 January 2023



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