

Akademikerförbunden (a confederation of 13 Swedish unions and associations) was represented by Jusek in the negotiations.

During the present agreement term, Jusek is acting as the joint representative of Akademikerförbunden.

Central negotiations, usually after local negotiations in pursuance of Sections 10-12 of the Swedish Co-Determination Act (MBL), are requested from or by Jusek, regardless of whether staff concerned are organised in the union or not.

Negotiations concerning individual members, in pursuance of Section 13 of MBL, take place with the relevant trade union.

**The Swedish University Graduate Unions consist of:**

*The Swedish Association of Graduates in Social Science, Personnel and Public Administration, Economics and Social Work (Akademikerförbundet SSR)*

| *Akavia*

*The DIK Association (DIK)*

*The Swedish Association of Occupational Therapists (FSA)*

*The Swedish Association of Registered Physiotherapists (Legitimerade Sjukgymnasters Riksförbund)*

*The Swedish Association of Scientists (Naturvetarna)*

*The Swedish Pharmacists Association (Sveriges Farmaceutförbund)*

| *SRAT*

*The Swedish Association of Graduate Engineers (Sveriges Ingenjörer)*

*The Swedish Psychological Association (Sveriges Psykologförbund)*

*The Swedish Association of School Principals and Directors of Education (Sveriges Skolledarförbund)*

*Swedish Association of University Teachers, (Sveriges Universitetslärare och forskare)*

*The Swedish Veterinary Association (Sveriges Veterinärförbund)*

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# **Salaries – Unionen**

## **1 Salaries**

### **1.1 General objectives of pay-setting**

Pay-setting is an important driver for good performance, good results and individual development. Pay-setting consequently contributes to the achievement of objectives, productivity, increased profitability and greater innovativeness in the company, which creates the conditions for good salary growth and employment security.

Pay-setting is linked to the company's general objectives and takes place against the background of the company's general financial and market conditions, employees' work, performance and development and relevant factors in the company's business environment.

The focus of the agreement is to create a process in which a salaried employee's results, expertise and proficiency are linked to his or her individual salary growth. Consequently, salaried employees are given the opportunity to influence their own salary growth, and pay-setting contributes to the company's development.

A trusting relationship between the company's management, managers, salaried employees and local trade union representatives is essential to good pay-setting.

On the basis of this agreement, the company's pay policy and the company's conditions and needs, the parties must plan pay revisions by considering conditions, objectives, aims and directions, and forms, etc. Where the employer has not been notified of representatives of Unionen, the employer works instead directly with the employees, where appropriate, and implements the pay process in accordance with this agreement.

## **1.2 Rules for pay-setting**

### **Starting points**

Companies that are profitable and develop create the financial conditions for real salary growth.

It is very important to the development and competitiveness of companies for them to have employees with the right skills, who are given the opportunity and the incentive, throughout their professional lives, to develop their skills appropriately. If there are salaried employees whose skills and salary are not being developed appropriately, they must receive special attention.

If necessary, the parties may, in connection with establishing a timetable, begin negotiations with a review of the content of the contract in order to eliminate any unclear points.

Items for discussion in review and planning:

- experience of the pay process and previous pay revisions
- the financial and market conditions
- the current pay structure and future needs for change that are identified
- how the pay process must prevent there being non-objective pay differences on grounds of gender
- objectives and priorities and associated pay criteria for the future pay revision on the basis of the desired pay structure and the needs for change that have been identified
- forms and conditions for the pay revision
- the timetable for the pay process

Information on the pay process and its timetable must be provided to managers and employees in an appropriate manner.

In connection with mapping salaries in pursuance of the Swedish Discrimination Act, the local parties should find and develop methods of cooperation.

## **The individual salary system**

The salaries must be individual and differentiated.

Market forces and the local parties' perception of a certain pay structure in the company also affect salaries. Each salaried employee must know the grounds on which pay is set and the requirements that apply to receiving a salary increase.

The employer and the salaried employee share responsibility for skills development. Increased knowledge and experience allow the salaried employee to develop to perform tasks that are more qualified and require more responsibility.

It is highly important for the factors that affect a salaried employee's salary to be assessed as objectively as possible. Factors that influence individual salary levels must of course be gender-neutral.

## **Pay-setting, general**

To achieve the objective of good pay-setting, it is necessary for the company to have a well-established pay policy that is clear, based on the agreed rules for pay-setting and well known.

A salaried employee's salary must be fixed to reflect the following:

- the content of the work tasks, the degree of difficulty and the consequent responsibility, plus the salaried employee's performance and ability to meet objectives
- financial responsibility
- operational responsibility
- staff responsibility
- knowledge and experience
- ability to lead, take initiative and work with others, as well as
- the salaried employee's inventiveness and educational skills

## **Salary increases**

- Salary increases for individual distribution are distributed on the basis of the rules in this appendix.
- If a salaried employee has been given more qualified tasks requiring more responsibility, this must produce a salary increase beyond the general scope.

## **Performance review**

Managers and salaried employees must hold performance reviews every year. Performance reviews between managers and salaried employees are a necessary means of obtaining a basis for assessing development initiatives efforts and pay-setting for salaried employees. Reviews are held at the initiative of the employer. The aim is to establish development needs and individual objectives in a dialogue with the salaried employee.

Performance reviews normally comprise:

- follow-up on previous reviews
- the working situation and issues related to health and safety
- tasks, responsibility, any changes in the content of the work
- the company's needs for skills in the short and long terms and the salaried employee's needs and wishes for skills development
- valuation of the past year and expected results and individual objectives

The employer and the individual salaried employee share responsibility for the salaried employee's skills development. Performance reviews or their equivalent constitute an important basis for planning skills development.

The results of the performance review, including skills development planning, are documented appropriately by the employer and the employee.

## **Pay review**

Pay reviews are held between managers and salaried employees. Reviews are held at the initiative of the employer.

The pay review is a dialogue about pay based on the salaried employee's work, results and development and his or her contribution to the business in the past year. The performance review forms the basis for the pay review.

Pay reviews normally comprise:

- a review of the salaried employee's tasks, responsibility, performance and any changes in the content of the work, development and skills development
- follow-up on the salaried employee's objectives and achievement of objectives, results and contribution to the company's business and operational development
- the salaried employee's salary in relation to the company's pay policy, criteria for pay-setting, pay structure, etc.
- the individual salary growth in the current pay revision and how the salaried employee can influence salary growth in the future

## **Notification of new salary (reasoning behind salary)**

After a new salary has been fixed, in accordance with the negotiation scheme, the manager notifies the salaried employee of the new salary in a separate meeting, and gives the reasoning behind the new salary. It is natural for this reasoning to be linked to the performance and pay reviews that the manager and the salaried employee have held.

## **Measures in connection with low salary increase**

The basic premise is that everybody contributes to the company's operations and development and must therefore have a salary increase in connection with pay revision. Salaried employees who do not perform well enough or do not achieve objectives may receive no salary increase

or a markedly low salary increase.

Where a salaried employee has received no salary increase or a markedly low salary increase, special discussions must be held between the manager and the salaried employee concerning the latter's ability to perform the tasks and need for skills enhancement measures or other appropriate measures.

The employer must report to the trade union the number of members who do not live up to expectations and therefore have an action plan.

An action plan must be created for these salaried employees with a timetable and follow-up. The action plan must be in writing and be created jointly by the manager and the salaried employee. If a member so wishes, the employer must notify the local trade union of the action plan and discuss it with them. The actions in the plan must aim to give the salaried employee the conditions for positive pay development from that time on.

The manager and the salaried employee must agree on how, when and to what extent follow-up is to take place. The manager and the salaried employee must evaluate the action plan. If a member of Unionen so requests, a trade union representative may also participate in the evaluation. Follow-up must take place no later than at the next performance review.

For an action plan to be created for two years in succession, the employer must first request negotiation with the local trade union.

If local parties so wish, central parties may conduct advisory pay consultations concerning the pay process to communicate advice and experience.

### **Pay-setting in connection with employment and promotion**

- The local parties should, within the framework of the company's pay policy, work together on how pay should be set in connection with employment and changes in tasks/promotion.

- If the local trade union so requests, the employer's decision on a suitable initial salary for the person in question must be preceded by negotiation. The local parties should find rational forms for this collaboration.
- The initial salary must be set at the same level as equivalent positions within the company and be fixed according to the rules in this appendix and the company's pay policy, and on the basis of skills (education and experience) and the impact of market forces.
- Salaried employees who have been given completely or partially new tasks that can be regarded as a promotion must receive a salary increase separate from the salary agreement. Such a salary increase must normally take place in connection with the change.

### **Salary conditions**

- There must be a difference in salary between executive salaried employees and subordinate staff who do not have a specialist position. When setting salaries and comparing salaries, benefits in addition to salary must also be taken into consideration.
- The basic principle is that men and women must have equal pay for work that is equal or that is to be regarded as equivalent.
- Salaried employees with extensive experience in the company in their work/professional field must not have less favourable salary growth than salaried employees with less experience.
- Salaried employees who have taken or are taking parental leave must not have less favourable salary growth than other salaried employees in the company on account of the leave.

Where a salaried employee has received no acceptable salary increase, special discussions must be held between the pay-setting manager and the salaried employee concerning the latter's ability to perform the tasks and need for skills enhancement measures or other appropriate measures.

### **1.3 Calculation of scope for individual salary increases**

The total scope for individual salary increases is calculated as 2.9 %, and 1,8 % of the total of fixed cash salaries for salaried employees on 30 November 2020 and 30 April 2022, respectively.

## **Distribution of individual salary increases**

The scope created as described above must be distributed individually according to the rules for pay-setting, sub-clause 1.2.

Individual salary increases must be given as from 1 December 2020 and 1 May 2022.

### **1.4 Minimum salaries**

If a salaried employee, no later than on 30 November 2020 and 30 April 2022, respectively, has turned 20 or 24, respectively, his/her salary must be minimum:

	20 years	24 years
2020	SEK 18,400	SEK 21,320
2022	SEK 18,731	SEK 21,704

The salaried employee's contribution to the scope is used to obtain the applicable salary amount. If the total of these elements is not enough to obtain the salary amount, the remainder must be contributed outside the available scope for salary increases.

The minimum salaries specified concern salaried employees in full-time employment. In connection with the application of these amounts to part-time employees, the amounts must be converted in proportion to the percentage of full-time for which they work.

'Salary' here means:

- fixed cash salary
- benefits in kind in the form of board or lodging, as defined by the Swedish Tax Agency
- in connection with commission, bonus and similar variable forms of salary: the average value of these according to the standards that apply to determining pensionable salary according to the ITP agreement

The salary amounts specified also apply to substitutes, who are also, under sub-clause 2.2, exempt from the salary agreement.

A salary increase to the above amounts need not be given if the salaried employee has reduced working capacity. In such cases, a local agreement is made about the salary.

### **1.5 Introductory salary**

Introductory salary may be applied, provided that:

- introductory and training programmes and a timetable have been approved by the local trade union and
- the salaried employee has no experience of the tasks in question

Introductory salary applies to new employees who, when they take up the position, are aged 20 – 23 and are to undergo planned training in connection with the work.

The salary for such salaried employees must be minimum 75% of the minimum salary for salaried employees who have turned 20. Introductory salary may be paid for no longer than 12 months, and for no longer than the agreed introductory period.

## **2 Scope**

### **2.1 Scope**

This salary agreement covers salaried employees who commenced their employment at the company no later than on 30 November 2020 and 30 April 2022, respectively.

### **2.2 Exemption of certain categories**

The pay revision does not cover salaried employees who, on 30 November 2020 and 30 April 2022, respectively.,

- have not turned 18 or
- are employed as a substitute or for a specific time and whose employment has not been continuous for 6 months or
- are employed on probation and either have not been transferred directly from previous employment in which they were covered by a salaried employee agreement on general terms and conditions, or whose employment has not been continuous for 6 months or

- have employment that constitutes secondary occupation or
- remain employed by the company after they have reached 68 years (as of 2023, 69) of age or were employed by the company after they reached the pensionable age applied at the company.

Agreement may be made to give a salary increase to a salaried employee who is exempted from the salary agreement as above. In such connection, the provisions in this salary agreement must serve as a guide.

If a salaried employee who, on 30 November 2020 or 30 April 2022, respectively, was employed as a substitute or on probation and is not covered by the pay revision in accordance with the first paragraph is given permanent employment with the company during the term of the agreement, the provisions in this agreement must serve as a guide when determining the salaried employee's salary.

A salaried employee who, on 30 November 2020 or 30 April 2022, respectively, is on leave of absence for at least three months into the future for any reason other than sickness or parental leave is exempt from this salary agreement, unless agreed otherwise. When the salaried employee returns to work, his or her salary must be determined using the standards that applied to other salaried employees at the company under this agreement.

### **2.3 Salaried employees who have terminated their employment**

If a salaried employee has terminated his or her employment on 1 December 2020 or 1 May 2022, respectively, or later and has not received any salary increase in accordance with sub-clause 1.3, he or she must notify the company of his or her claim for a salary increase no later than within one month after the salaried employees at the company have been notified that the pay revision has been implemented. If the salaried employee neglects to do this, this salary agreement no longer entails any right for him or her to receive a salary increase.

### **2.4 Pay revision for specific new employees**

If, on 1 November 2019 or 1 November 2021, respectively, or later, the company and a salaried employee have made an agreement on employment and thus also a specific salary, and they have also expressly

agreed that the agreed salary is to apply regardless of the pay revision in 2020 and 2022 the salaried employee will not be covered by the salary agreement.

#### *Comment*

*Salaries are normally revised annually. The agreement has no pay revision in 2021. This means that the salary increase for salaried employees who is hired in the salary level of 2020 will be subject to revision on May 1, 2022. The company will on request from the salaried employee review whether it is possible for current official to conduct an audit in 2021.*

### **2.5 Pay revision already implemented**

If, pending this salary agreement, the company has already given general and/or individual salary increases, they must be set off against what the salaried employee receives when sub-clause 1.3 is applied, unless expressly agreed otherwise in a local agreement.

## **3 Application rules**

### **3.1 The term ‘company’**

Where a company has its business in different locations or has several units in the same location, the following applies to the calculation of the framework for salary increases in accordance with sub-clause 1.3. If it has been the clear practice of the company, when applying previous salary agreements, or if a local agreement on this has been made, ‘company’ means the company as a whole. Otherwise, the agreement is applied by company unit.

### **3.2 Retroactive conversion**

Where this salary agreement is applied retroactively, the following applies to deductions for sickness, etc., deductions for leave of absence and overtime payments made.

Deductions for sickness, etc. must be converted individually as follows:

- Deductions for sickness up to and including the 14th calendar day must be converted retroactively.

- There must be no retroactive conversion for deductions for sickness as from the 15th calendar day other than to the extent to which the salary increase was taken into consideration when determining the sickness benefit.

Deductions for leave of absence must be converted retroactively. Conversion must take place individually.

Overtime payments must be converted retroactively. Conversion must take place individually.

### **3.3 Change in working hours**

If the length of working hours for salaried employees at the company or for some of them is changed on 1 December 2020 or 1 May 2022, respectively, or later, the salaries for the salaried employees concerned must be changed in proportion to the change in working hours.

## **4 Commission**

### **4.1**

For salaried employees paid in commission and bonuses, the aim should be for the growth in their earnings to follow that of other salaried employees in the long term, taking into account the fact that these forms of pay may result in variation in annual earnings for individual salaried employees.

## **5 Specific pension issues**

### **5.1 Pensionable salary increases**

If a salary increase is given to a salaried employee specified in sub-clause 2.3 who is entitled to a pension, the increase must not be pensionable. If the employment has been terminated on account of pension entitlement, the increase must, however, be pensionable.

### **5.2 Notification of pensionable salary**

Companies must notify Collectum and PRI respectively, as pensionable salary, any salary increase in accordance with sub-clause 1.3 as from 1 December 2020 and 1 May 2022.

## **Negotiation scheme in connection with pay revision – Unionen**

The parties agree on the following negotiation scheme for pay revision as of 1 December 2020 and 1 May 2022.

- a) Salaried employees must notify the company in writing, no later than 12 February 2021 or 11 February 2022, respectively, of the members concerned and representatives appointed by them.

No later than 5 March 2021 or 4 March 2022, respectively, the company must notify the representative(s) appointed in writing of the new salaries it plans to pay to the salaried employees concerned.

- b) If salaried employees want to call for local negotiations concerning the pay-setting of which notification has thus been given, representatives of the salaried employees must submit notification of this, with revision proposals, to the company no later than 19 March 2021 or 18 March 2022, respectively. The local negotiations on pay-setting must be started as soon as possible and be concluded no later than 1 April 2021 or 1 April 2022, respectively.
- c) If the local negotiations in accordance with b) do not lead to settlement, the matter must be referred for central negotiation between Almega Service Associations and Media Industries Employers Association and Unionen. A request for such central negotiation must be made in writing to Almega Service Associations and Media Industries Employers Association and Unionen no later than 16 April 2021 or 14 April 2022, respectively. After which it is up to Almega Service Associations and Media Industries Employers Association and Unionen to fix, without delay, a suitable day for central negotiations for the parties.

### ***Comment***

The local parties are entitled to agree on deviations from the negotiation scheme specified under a) and b).

- d) Where this negotiation scheme is not enforced in accordance with a) because there is no local trade union representation, the employer must set new salaries in accordance with the salary agreement. No later than the date specified in a), second paragraph, the employer must notify the members of the new salaries it plans to pay. Unionen is subsequently entitled to request negotiations no later than the date specified in b). The negotiation scheme in b) and c) subsequently applies.

Prior to negotiations, Unionen must notify the employer of the persons who are members, after which the employer supplies lists of proposed new salaries for them.

## **Local salary agreement – Unionen**

### **Introduction**

The traditional central salary agreement specifies how salary increases are to be calculated, for example in SEK, per cent and distribution of pots. This agreement is an alternative and does not specify such rules. The employer and the local trade union organisation together agree on how the negotiations will take place, the salary scope and the individual distribution.

### **Conditions**

Application of this agreement begins by the employer requesting it from the local salaried employee party in the company, in accordance with the negotiation scheme specified below, no later than on 12 February 2021 or 11 February 2022, respectively.

Local salaried employee party under this agreement means the local employee union or, where there is no such union, the trade union representative with the authority to negotiate pay.

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

Prior to each pay revision, the employer and the local salaried employee party concerned must make a joint assessment of the financial conditions of the company. The local salaried employee party concerned must receive all relevant information required for the negotiations, for example the company's profit and outlook, the economy of the various profit units, sales statistics, etc.

A joint assessment must also cover the pay situation in the company, for example pay growth in the past two years, 'internal pay statistics' as well as pay differences between various groups, for example between men and women.

After each pay revision implemented in accordance with this agreement, the employer and the local salaried employee party must jointly evaluate the revision.

The local salary agreement has the same term as the central salary agreement and is terminated at the same time as the central agreement, regardless of any local settlement.

## **Rules for pay-setting**

### **Starting points**

Companies that are profitable and develop create the financial conditions for real salary growth.

It is very important to the development and competitiveness of companies for them to have employees with the right skills, who are given the opportunity and the incentive, throughout their professional lives, to develop their skills appropriately. If there are salaried employees whose skills and salary are not being developed appropriately, they must receive special attention.

### **The individual salary system**

The salaries must be individual and differentiated. Market forces and the local parties' perception of a certain pay structure in the company also affect salaries. Each salaried employee must know the grounds on which the salary is set and what the salaried employee can do to increase the salary.

The employer and the salaried employee must contribute to the salaried employee's skills development. Increased knowledge and experience allow the salaried employee to develop to perform tasks that are more qualified and require more responsibility.

It is very important for the factors that affect a salaried employee's salary to be assessed as objectively as possible. Performance reviews may be a means of obtaining the grounds for assessing development initiatives and pay-setting for salaried employees.

### **Pay-setting**

A salaried employee's salary must be fixed to reflect the following

- the content of the tasks, the level of difficulty and the consequent responsibility, plus

- the salaried employee's performance and approach to meeting the requirements made
- financial responsibility

Other important factors that must be considered in pay-setting are the salaried employee's

- knowledge and experience
- ability to lead, take initiative and work with others, plus
- the salaried employee's wealth of ideas and educational skills

### **Salary increases**

- It is extremely important for the company to have a well-developed, well-established pay policy.
- If a salaried employee has been given more qualified tasks requiring more responsibility, this must be reflected in their salary.
- Salaried employees who have been given completely or partially new tasks that can be regarded as a promotion must receive a salary increase separate from the salary agreement. Such a salary increase must normally take place in connection with the promotion.
- Salary increases that must be distributed individually under the agreement must be distributed on the basis of the above considerations.

### **Salary conditions**

- There must be a difference in salary between executive salaried employees and subordinate staff who do not have a specialist position. When setting salaries and comparing salaries, benefits in addition to salary must also be taken into consideration.
- Men and women must have equal salaries for work that is equal or is to be regarded as equivalent unless the differences in salary are based on factors that apply to the individual salary levels.
- Salaried employees with extensive experience in the company in their work/professional field must not have less favourable salary growth than salaried employees with less experience.

- Salaried employees who have taken or are taking parental leave must not have less favourable salary growth than other salaried employees in the company on account of the leave.
- Where a salaried employee does not receive an acceptable salary increase, special discussions should be held between the pay-setting manager and the employee concerning the latter's ability to perform the tasks, his or her working conditions and his or her need for skills enhancement measures or other appropriate measures.

### **Initial salaries**

Initial salaries concerns pay-setting at the time of employment, on promotion and when a salaried employee is given new tasks in the company.

- An initial salary must be set on a level with equivalent positions in the company.
- Consideration must be paid to the business environment, the salaried employee's knowledge and experience and the requirements made in the new position.
- The initial salary must be fixed according to the premises for the individual pay system and the principles for initial salaries outlined above. Increased proficiency and experience must result in salary growth.
- If the local trade union so requests, the employer's decision on a suitable initial salary for the person in question must be preceded by negotiation. The local parties should find rational forms for this collaboration.

### **Negotiation scheme**

**The negotiation scheme below applies:**

1. No later than on 12 February 2021, no later than on 11 February 2022, respectively, the employer must notify the local salaried employee party of its desire to apply the local salary agreement. Local salaried employee party under this agreement means the local employee union or, where there is no such union, the trade union representative with the authority to negotiate pay.
2. The employer and the local salaried employee party must jointly

inform all salaried employees concerned of the content and aim of the agreement. If, in connection with the provision of this information, the parties find that it makes no further sense to continue to apply the agreement, its application must be terminated and, as soon as possible, negotiations must proceed according to the provisions of the central salary agreement.

3. If the local parties agree to continue to apply the local salary agreement, a negotiation scheme must be created, i.e. when the negotiations are to start and when they are to have been concluded. In connection with this, the local salaried employee party must inform the employer of the salaried employees it represents in the negotiations.

However, the negotiations must be implemented in such a way that they can be concluded before the time specified in item 5 below.

4. During the negotiations, the local parties may request advice/assistance from the central parties.
5. If the local parties are unable, with or without advice from the central parties, to reach agreement, the negotiations under this agreement must be terminated. Subsequently, the employer and the local salaried employee party must, as soon as possible and no later than on 5 March 2021 or 4 March 2022, respectively, start negotiations under the central salary agreement.

If no local agreement is reached, central negotiations must be called for no later than within ten days from the conclusion of the local negotiations.

### **Procedure and managers' responsibility**

Managers must discuss results and their link to pay-setting with each of their employees. Central parties concerned must prepare joint material that may be of help in such discussions.

Each manager must devote particular care to the employees who, in the opinion of the company, are not achieving the objectives agreed and therefore receive a lower salary increase than the majority in the group/company. Such employees must be given the opportunity to improve their performance at work, for example via training and changes in the allocation and organisation of work. A special plan for such

initiatives must be drawn up.

If a local salaried employee party or member concerned so requests, the local salaried employee party must contribute to any changes/development initiatives that may be needed to achieve a positive change in results.

Developments must be continuously monitored by the manager and trade union representative. Great emphasis is placed on analysing the reasons why certain salaried employees receive lower salary increases than the majority in the group/company. The employer may not assert non-achievement of objectives by an individual salaried employee if no opportunities were provided for development initiatives.

### **Evaluation of the pay revision**

The employer and the local salaried employee party must perform a joint evaluation after the pay revision has been concluded. The following points should be taken into consideration:

- The general reactions of the employees and management to the attempt to apply local pay-setting without a traditional central salary agreement.
- The managers' ability to inform their employees about the new salary in relation to their tasks and performance.
- Results of separate development initiatives for specific salaried employees.
- For example, have non-objective pay differences between men and women been corrected? Comparison with what is known about salaries at competitors in the industry.
- Comparison with salary growth in previous years in the company.
- Changes that need to be made in order to continue using the local salary agreement next agreement term.

The respective parties may also make separate evaluations to find out how their objectives and expectations were met.

# **Salaries and negotiation scheme – Akademikerförbunden**

## **1. Scope of the agreement**

The agreement applies to members of Akademikerförbunden. The Swedish Association of Graduates in Social Science, Personnel and Public Administration, Economics and Social Work (Akademikerförbundet SSR), Akavia, The DIK Association (DIK), The Swedish Association of Occupational Therapists (FSA), The Swedish Association of Registered Physiotherapists (Legitimerade Sjukgymnasters Riksförbund), The Swedish Association of Scientists (Naturvetarna), The Swedish Pharmacists Association (Sveriges Farmaceutförbund), SRAT, The Swedish Association of Graduate Engineers (Sveriges Ingenjörer), The Swedish Psychological Association (Sveriges Psykologförbund), The Swedish Association of School Principals and Directors of Education (Sveriges Skolledarförbund), Swedish Association of University Teachers, (Sveriges Universitetslärare och forskare), The Swedish Veterinary Association (Sveriges Veterinärförbund) The agreement applies for member companies of Almega Service Associations/Media Industries Employers Association – the salaried employee agreement, to which the collective agreement is linked.

This salary agreement covers salaried employees who began their employment at the company no later than on 30 November 2020 and 30 April 2022, respectively.

## **2. Exemption of certain categories**

The pay revision does not cover salaried employees who have not turned 18 on the day before the pay review date or

- are employed as a substitute or trainee or in some other capacity for a specific time, specific season or specific work and whose employment has not been continuous for 6 months or
- are employed on probation and either have not been transferred directly from previous employment in which they were covered by a salaried employee agreement on general terms and conditions, or whose employment has not been continuous for 6 months.

Agreement may be made to give a salary increase to a salaried employee who is exempted from the salary agreement as above. In such connection,

the provisions in this salary agreement must serve as a guide.

If a salaried employee who, on the day before the pay revision date, was employed as a substitute or on probation and is not covered by the pay revision in accordance with the first paragraph is given permanent employment with the company during the term of the agreement, the provisions in this agreement must serve as a guide when determining the salaried employee's salary.

A salaried employee who, on the day before the pay revision date, is on leave of absence for at least three months into the future for any reason other than sickness or parental leave is exempt from this salary agreement, unless agreed otherwise. When the salaried employee returns to work, his or her salary must be reviewed using the standards that applied to other salaried employees at the company under this agreement.

### **2.1 Salaried employees who have terminated their employment**

If a salaried employee has terminated his or her employment after the pay revision date and has not received any salary increase, he or she must notify the company of his or her claim for a salary increase no later than within one month after the salaried employees at the company have been notified that the pay revision has been implemented. If the salaried employee neglects to do this, this salary agreement no longer entails any right for him or her to receive a salary increase.

### **2.2 Pay revision for specific new employees**

If, on 1 November 2019 or 1 November 2021, respectively, the company and a salaried employee have made an agreement on employment, and they have also expressly agreed that the agreed salary is to apply regardless of the pay revision in 2020 and 2022 the salaried employee will not be covered by the current year's pay revision.

#### *Comment*

*Salaries are normally revised annually. The agreement has no pay revision in 2021. This means that the salary increase for salaried employees who is hired in the salary level of 2020 will be subject to revision on May 1, 2022. The company will on request from the salaried employee review whether it is possible for current official to conduct an*

*audit in 2021.*

### **2.3 Pay revision already implemented**

If, pending this salary agreement, the company has already given general and/or individual salary increases, they must be set off against what the salaried employee receives when the salary agreement is applied, unless expressly agreed otherwise in a local agreement.

## **3. General objectives of pay-setting**

Local pay-setting depends on the local conditions that create the company's financial conditions and the individual salaried employee's contribution to operations. Pay-setting is therefore a natural part of a process of productivity generation and income generation that is designed to stimulate improved performance.

The level of the salaried employees' total salary increases may vary from company to company. This depends, for example, on the company's profitability and innovativeness, the expertise of the salaried employees, how objectives are achieved, supply and demand for specific expertise and the salary level on the local labour market for the categories concerned.

### **3.1 Starting points**

Companies that are profitable and develop create the financial conditions for real salary growth.

It is very important to the development and competitiveness of companies for them to have employees with the right skills, who are given the opportunity, throughout their professional lives, to develop their skills appropriately.

### **3.2 Performance reviews**

Pay-setting managers and salaried employees must hold performance reviews every year at the initiative of the employer. The results of performance reviews are an important part of the annual pay review.

A performance review must be implemented in good time before a pay

review and is an occasion when it is natural for the employee and his or her line manager to follow up on and define individual objectives and development plans. The result of a performance review must be documented in writing.

### **3.3 Principles for individual pay-setting**

The salaries must be individual and differentiated. Each salaried employee must know the grounds on which pay is set and the requirements that apply to receiving a salary increase.

The employer and the salaried employee share responsibility for skills development.

Increased knowledge and experience allow the salaried employee to develop to perform tasks that are more qualified and require more responsibility.

The pay-setting principle must not be discriminatory. Non-objective pay differences must be eliminated. Salaried employees must be assessed on the basis of the same principles, regardless of age and experience with the company. The same valuation and application in relation to pay-setting must apply to both women and men.

Employees on parental leave and sickness absence are covered by the annual pay revision.

There must be a difference in salary between executive salaried employees and subordinate staff who do not have a specialist position. When setting salaries and comparing salaries, benefits in addition to salary must also be taken into consideration.

If there are salaried employees whose skills and salary are not being developed appropriately, they must receive special attention.

### **3.4 Pay-setting in connection with employment and promotion**

The local parties, i.e. the employer and the graduates' association, should, within the framework of the local pay policy, collaborate on how pay is to be set in connection with employment and changes in tasks/promotion.

If the graduates' association so requests, the employer's decision on a

suitable initial salary for the person in question must be preceded by negotiation. The local parties should find rational forms for this collaboration.

The initial salary must be set at the same level as equivalent positions within the company and be fixed according to the rules in this appendix and the company's pay policy.

Salaried employees who have been given completely or partially new tasks that can be regarded as a promotion must receive a salary increase separate from the salary agreement. Such a salary increase should take place in connection with the change.

## **4. Local pay revision**

The union/association parties agree on the following scheme for pay revision as at 1 December 2020 and 1 May 2022, respectively.

### **4.1 Introductory work**

The local parties must jointly determine the application and timetable for the pay revision.

With their knowledge of the company's conditions, the local parties must participate in the pay process by means of mutual consideration and understanding. The result will be a functioning pay-setting process that is well known by both the employer and the employees.

The local parties must meet in good time before the pay revision date to plan the implementation of the pay revision. This includes the following, for example:

- a joint review of the content and intentions of the agreement
- a report on the company's general financial and market conditions and the financial basis on which the company bases its opinion must be presented to the graduates' association
- a review of the company's need for resources and skills development
- a report on the company's general pay structure and its change over time

- discussion of the pay-setting criteria in accordance with the agreement
- preparation of a timetable, taking into account factors such as the individual pay reviews
- information to managers and employees on how the pay process will take place

If the parties are unable to reach agreement on the above points, the central parties must be contacted in order to clarify the principles of the agreement and to get the pay process at the company started without delay.

## **4.2 Pay-setting criteria**

To achieve the objective of good pay-setting, it is necessary for the local parties to have a pay policy that is clear, based on the agreed rules for pay-setting and well known.

Individual salaries and salary growth must primarily be based on:

- the content of the tasks, the level of difficulty and the consequent responsibility
- the salaried employee's performance and ability to meet objectives
- financial responsibility
- operational responsibility
- staff responsibility
- the salaried employee's ability to apply his or her own knowledge and experience
- ability to lead, take initiative and work with others, plus
- the salaried employee's inventiveness and educational skills

## **5. The pay negotiation process**

### **5.1 Information on members**

The graduates' association must provide the company with a written list of its members no later than on 12 February 2021 or 11 February 2022, respectively. The list may be supplemented with additional members of

which the graduates' association gains knowledge during the pay process. Members must be added as soon as such knowledge is attained. The employer must, as soon as possible, and no later than 14 days after the list was provided/supplemented, provide the graduates' association with a list of the members' salaries.

## **5.2 Local negotiations**

Local negotiations are conducted between the company and the graduates' association.

Individual members' salaries are determined in individual pay reviews with the employer. If there is disagreement during the pay review, the matter is referred for local negotiation if the member so requests. If an agreement is reached in the individual pay review this applies, unless central negotiations are requested.

The pay revision is concluded when local or central negotiations have been concluded.

If there is no graduates' association, negotiations take place with the individual member.

Local negotiations must commence as soon as possible prior to the revision date and be concluded no later than on 19 March 2021 or 18 March 2022, respectively.

Minutes must be kept of the negotiations.

### **5.2.1 The individual salary agreement**

The individual salary agreement is an important part of the company's pay-setting process. It gives salaried employees the opportunity to influence their own salary growth.

Pay reviews must take place annually at the initiative of the employer. The review is held directly with the pay-setting manager. All salaried employees, including those on parental leave and those on sickness absence, must be given the opportunity to have a pay review. The aim of the pay review is to work together to:

- describe the company's pay-setting principles and other factors of importance to individual pay-setting
- follow up on and discuss objectives set for the employee, and the pay-setting manager's general assessment of the results achieved
- discuss the working situation in terms of tasks and responsibilities
- discuss the salaried employee's salary growth
- determine the new salary and provide the reasoning behind it

The result of the pay review must be documented.

### **5.2.2 Enhanced pay review**

If there has been disagreement in the individual pay review, the salaried employee may request the assistance of the graduates' association in an enhanced pay review.

### **5.2.3 Conclusion of the local negotiations**

When pay reviews have been implemented, the company submits proposals for new salaries for the members to the graduates' association. Where it has not been possible to determine the salary in the individual pay review, the local parties negotiate on the new salary. The local negotiations are subsequently considered to have been concluded. The graduates' association must be permitted to take part of the new salaries for specified members. The negotiation minutes must show the total salary increase results for specified members of the graduates' association.

If there is no graduates' association, negotiations take place with the individual employee.

The pay-setting manager gives notice of the new salary

### **5.2.4 advisory pay consultations**

If local parties so wish, central parties may conduct advisory pay consultations concerning the pay process to communicate advice and experience.

### **5.3 Evaluation**

The local parties make a review of the pay process after the pay revision has been implemented.

Where a salaried employee has received no acceptable salary increase, special discussions must be held between the pay-setting manager and the salaried employee concerning the latter's ability to perform the tasks and need for skills enhancement measures or other appropriate measures.

#### ***Comment***

The local parties may agree to deviate from the scheme specified under clause 5.

## **6. Negotiation scheme**

### **6.1 Local negotiations**

Individual members' salaries are determined in individual pay reviews with the employer. If there is disagreement during the pay review, the matter is referred for local negotiation if the member so requests. If an agreement is reached in the individual pay review this applies, unless central negotiations are requested.

The pay revision is concluded when local or central negotiations have been concluded.

If there is no local graduates' association at the company, the individual member assumes the role of employee negotiating party.

Local negotiations must start as soon as possible prior to the revision date and be concluded no later than on 19 March 2021 or 18 March 2022, respectively.

### **6.2 Central negotiations**

If the local negotiations do not lead to settlement, they may be referred for central negotiations between the employers' association and Akademikerförbunden.

A request for such central negotiations must be made in writing to the employers' association / Akademikerförbunden no later than on 16 April 2021 or 14 April 2022, respectively. The employers' association and Akademikerförbunden must subsequently set a suitable date for central negotiations without delay.

If the central parties are unable to agree in the central negotiations on the pay revision as of 1 December 2021 or 1 May 2022, respectively, the level of the members' total salary increases is fixed at 2,9 % and 1,8 %, which is distributed by the employer locally.

The framework for the salary increases is determined on the basis of the company/the legal entity, unless the parties have agreed otherwise.

The parties agree that the third paragraph in this sub-clause may not be invoked for companies that only have one or just a few members who are represented by Akademikerförbunden. However, the salary agreement must serve as a guide and apply in its other parts.

## **7. Retroactive conversion**

Where this salary agreement is applied retroactively, the following applies to deductions for sickness, deductions for leave of absence and overtime payments made.

Deductions for sickness must be converted individually as follows:

Deductions for sickness up to and including the 14th calendar day must be converted retroactively.

There must be no retroactive conversion for deductions for sickness as from the 15th calendar day other than to the extent to which the salary increase was taken into consideration when determining the sickness benefit.

Deductions for leave of absence must be converted retroactively. Conversion must take place individually.

Overtime payments must be converted retroactively. Conversion must take place individually.

## **8. Changes to working hours**

If the length of working hours for salaried employees at the company, or for some of them, is changed on the respective pay revision date or later, the salaries for the salaried employees concerned must be changed in proportion to the change in working hours.

## **9. Commission**

Concerning salaried employees paid in commission and bonuses, the aim should be for their salary growth to follow that of other salaried employees in the long term, taking into account the fact that these forms of pay may result in variation in annual earnings for individual salaried employees.

## **10. Specific pension issues**

### **10.1 Pensionable salary increases**

If a salary increase is given to a salaried employee who has terminated his or her employment in accordance with sub-clause 2.1 and who is entitled to a pension, the increase must not be pensionable.

If the employment has been terminated on account of pension entitlement, the increase must, however, be pensionable.

### **10.2 Notification of pensionable salary**

Companies must notify Collectum/PRI of any salary increase in accordance with this agreement as from the pay revision date as pensionable salary.

## **Joint recommendation by the parties of Akademikerförbunden's salary agreement**

The salary agreement contains several important components that allow pay to be set as intended by the central parties. The employer and the graduates' association play an important role in converting the intentions of the central agreement into practical application. This recommendation represents instructions for the application of the central salary agreement.

### **Joint work on local pay-setting**

The employer and the graduates' association must jointly review:

- The agreement text
- The company's financial conditions
- The company's pay structure
- Criteria for pay-setting
- Salaried employees' training requirements

The local parties must agree on a timetable for the implementation of the pay process, taking into account factors such as the individual pay reviews.

The graduates' association must provide a list of its members and the representatives appointed by them to the company, after which the employer provides a list of the salaries of the specified members to the graduates' association.

### **Mutual undertakings for the implementation of pay reviews**

The employer must:

- Ensure that pay-setting managers are very familiar with the company's pay policy and the criteria for pay-setting and are authorised to set pay
- Inform salaried employees of the pay policy
- Hold pay reviews according to the timetable

The salaried employee must:

- Be very familiar with the company's pay policy and the criteria for pay-setting
- Be well prepared for the pay review

### **Implementation of pay reviews**

- The review should be held in an undisturbed environment
- The manager and the salaried employee review the points to be discussed at the review
- In dialogue and with fact-based arguments, the manager and the salaried employee must:
  - o Describe tasks and results achieved
  - o Discuss current and any future tasks and areas of responsibility and what is required in order to attention a positive salary growth
- The salary is set
- The result of the review is documented
- The salaried employee has the opportunity to request assistance from the graduates' association in an enhanced pay review with the employer.
- If there is disagreement and if the salaried employee so requests, the member is covered by the continued pay negotiations between the graduates' association and the employer.

### **Local negotiations**

- If there was disagreement in the pay review and if the member requests it, the matter is referred for negotiation between the employer and the graduates' association.
- The total salary outcome for the members of the graduates' association is checked and any questions relating to the pay structure are discussed. The graduates' association must be permitted to take part of the new salaries for specified members.

- A record of the total salary increase outcome for specified members of the graduates' association must always be kept.

### **Pay revision at companies linked to the collective agreement but which have no graduates' association**

- Individual salaried employees assume the role of negotiating party and the negotiations may only concern them individually.
- The result of the negotiations must be documented.
- Central negotiations may be requested.

### **Central negotiations**

- Negotiations cover the specified members of the graduates' association at the company.
- In the event of disagreement, sub-clause 6.2, paragraphs 3 and 4, is applied.

### **After pay revision**

- The employer notifies the salaried employee of the new salary.
- The local parties evaluate the pay revision.
- Special evaluation is carried out for salaried employees who have received a low salary increase or no salary increase.