

SALARIED EMPLOYEES

Agreement on General Terms and Working Hours

Validity: 2023-05-01–2025-04-30

4 | Medieföretagen



UNIONEN

This is an unofficial translation

The original Swedish wording of
the conditions in the agreement
shall prevail in case of dispute

Media Industries Employers Association (Medieföretagen)
Unionen
Swedish Association of Graduate Engineers (Sveriges
Ingenjörer)

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List

of separate agreements
not included in the printed agreement

- Agreement on Suggestion Schemes
The SAF-PTK-LO Agreement on Suggestion Schemes applies
- The Industrial Supplementary Pensions Scheme – the ITP Agreement
- The Agreement on Collective Group Life Insurance (TGL)
- Main Agreement between the Confederation of Swedish Enterprise and PTK
- Security Insurance Upon Work-Related Injuries (TFA)
- Development Agreement
- Agreement on the use of non-competition clauses in employment agreements
- Agreement concerning the right to employees' inventions
- Arbitration rules for the arbitration-committee in disputes on invention and non-compete provisions

Section 1 Scope of the agreement

1.1 Scope

This agreement covers companies affiliated with the the Swedish Media Employers' Association.

Note

For companies that become members of the The Swedish Media Employers' Association and that, on affiliation, are not bound by the collective bargaining agreement, a separate accession procedure is necessary in order to make the agreement applicable.

The Swedish Association of Graduate Engineers acts as a joint representative for the Swedish University Graduate Unions. Central consultations, usually local consultations in accordance with Sections 10–12 of the Co-Determination at Work Act, are requested with or by the Swedish Association of Graduate Engineers, irrespective of whether the affected employees are organised in the association or not.

Consultations in accordance with Section 13 of the Co-Determination at Work Act that concern an individual member are held with the respective trade union.

1.2 Exceptions

The agreement does not apply to

- salaried employees in a top management position
- salaried employees whose employment is to be considered spare-time work, except as to sick pay during the term of employment according to Section 10 of this agreement.

Note

If, for organisational reasons, the local parties wish to change any part of the agreement, such a request shall be considered by the central parties.

1.3 Reached retirement age

For salaried employees who have reached the age of 69 or who were employed by the company after having reached the regular retirement age that applies to them according to the ITP plan, or who were employed after having reached the regular retirement age applied by the company, the agreement applies with the following limitations:

- The right to sick pay after the term of employment requires a special agreement.
- The notice period is specified in Section 13, 13.3.7.

Note

The Employment Protection Act currently provides a right for the salaried employee to remain in service until the age of 69.

1.4 Service abroad

Upon service abroad, the employment terms during the stay abroad shall be regulated through

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

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

1.5 Management – union membership

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

Note to the minutes

The PTK Associations have agreed that local salaried employee unions or representatives appointed by the salaried employees in the PTK area may, concerning the adjustment agreement and concerning issues of personnel reductions according to the Main Agreement between the Confederation of Swedish Enterprise and PTK and the agreements for general employment terms, be represented by a common body, PTK-L, as against the employer.

This body shall be deemed to be the “local employee organisation” according to the Employment Protection Act (1982:80).

If a salaried employee party cannot act through PTK-L, the company shall be able to make agreements with each salaried employee organisation separately.

Section 2 Employment

The forms of employment stated below are an exhaustive regulation of the forms of employment that are available in the agreement area. In terms of the preferential right to re-employment, the Employment Protection Act is applicable if nothing else is stated.

Note: Provisions regarding notice period upon terminating probationary employment and fixed term employments are found in section 13.3.3 and 13.3.4.

2.1 Employment until further notice

Employment is valid until further notice if the employer and the salaried employee have not agreed that the employment is to be fixed-term or for a probationary period.

2.2 Conditions for fixed-term employment

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

- In the case of a substitute to replace a salaried employee during leave, or absence, or in order to maintain a vacant position.
- For an agreed fixed term

An agreement for an agreed fixed term shall consist of a minimum period of employment of seven days if the employer and the salaried employee have not agreed on a shorter period of employment.

Note 1: If the union organisation considers that the possibility to employ for a fixed term for a period shorter than seven days through individual agreement is being misused the organisation can, after local and central negotiations on the matter, recall the possibility for the employer to continue making such individual agreements. The possibility to recall does not apply when a local agreement is reached. Misuse refers to the employer repeatedly employing for short periods even though the needs of the business could have been met with longer fixed-term employment or employment until further notice. In the case of suspicion of misuse, the union organisation has the right to view all employment contracts in which individual agreements have been made regarding employment periods shorter than seven days, applying to the past six-month period.

Local parties may also reach agreement on shorter periods of employment

Note 2 : The intention with a local agreement is for employer and employee parties together to review in what kind of typical situations the need for this kind of fixed-term employment, periodically or regularly, occur in the business and agree in advance about exceptions regarding these situations or, in individual situations, to strike a local agreement.

Students who are registered at a university or college may always be employed for an agreed limited fixed term without the requirement for a minimum employment period.

- For salaried employees who have reached the normal pension age according to the ITP plan (at present from 65).
- For seasonal workers.

Note 3: The parties agree that the definition of seasonal workers follows the Employment Protection Act.

- Doctoral positions, in which the doctoral thesis is to take place partly or completely at the company.
- For school pupils and placements.

In case of a time-limited employment, which is expected to have a duration of not more than a month, no priority to new employment shall apply.

2.3 Conversion rules for substitutes and agreed fixed term

A substitute or an agreed fixed term converts to employment until further notice when an employee has been employed with the employer as a substitute and/or fixed-term employment for more than 36 months during a five-year period.

Note: A salaried employee may, after the period for conversion to employment until further notice has occurred reach a written agreement with the employer to decline the relevant conversion. Any such agreement is valid for six months. An employee may subsequently again decline employment until further notice according to this rule. For those who have reached the ordinary pension age according to the ITP plan (at present 65) an agreed fixed term or a substitute does not convert into employment until further notice.

The general rule is that the same rights regarding general fixed-term employment and substitution, in the case of conversion remain unchanged if the employer and the employee do not agree otherwise. In those cases in which the parties do not reach agreement and the level of employment shortly before the conversion is significantly different to the calculated average level of employment over the past twelve months, employment until further notice can be set at the average amount.

2.4 Probationary employment

Agreement on probationary employment may be met when the aim is for the probationary period to convert to employment until further notice after the probationary period. No particular requirements are made for probationary employment. However, the agreement may apply for a maximum of six months.

If the salaried employee has been absent during the probationary period, the employment can be extended by agreement by the period of time equivalent to the period of absence.

If the salaried employee, directly before the probationary employment, was employed in a similar post in the company, in an agreed fixed term or as a substitute, the probationary period is lowered by the same amount.

2.5 Provisional regulations

These rules will enter into force on November 1, 2017. For employment agreements made before November 1, 2017 the former rules apply completely to such employment. Upon conversion to employment until further notice no regard is to be taken to employments made before November 1, 2017.

Section 3 General directions

3.1 Loyalty

The relationship between employers and salaried employees is based on mutual loyalty and trust. The salaried employee shall observe discretion as to the employer's affairs, such as pricing, computer systems, investigations, operating conditions, business matters and the like.

3.2 Competing activities

A salaried employee shall not conduct business or directly or indirectly conduct economic activities for a company that competes with the employer. Furthermore, the salaried employee shall not undertake any assignments or conduct any activities that may adversely influence his or her ordinary work. This means that before undertaking an assignment or spare-time activity of a more comprehensive nature, the employee shall first consult with the employer.

3.3 Fiduciary assignments

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

Section 4 Overtime compensation

4.1 Right to overtime compensation

Salaried employees have a right to overtime compensation according to 4.3 unless otherwise agreed according to 4.1.1 – 4.1.2.

4.1.1 Agreement with certain salaried employees

The employer may agree with a salaried employee that as compensation for overtime work the salaried employee shall instead receive a higher salary and/or five holiday days in addition to the holiday mandated by law.

Such agreements must apply to salaried employees in management positions and salaried employees whose working hours cannot be verified or who have the freedom to schedule their working hours. If this is not the case, there must be special reasons for such an agreement.

The agreement must relate to a period of one holiday year, unless otherwise agreed by the employer and the salaried employee.

Note

For salaried employees employed before 1 May 2013, the previous wording of the provisions applies.

4.1.2 Preparatory and finishing work

If the employer and a salaried employee have expressly agreed that the salaried employee will on a daily basis carry out preparatory work and finishing work of at least 12 minutes and the salary has not been determined taking this into consideration, the salaried employee shall be compensated by three holiday days in addition to the holiday mandated by law.

4.1.3 Written agreement. Term

Agreements according to 4.1.1 and 4.1.2 shall be in writing.

A party wishing for the agreement to terminate shall notify the other party not less than two months in advance.

The employer shall inform the relevant salaried employee union when an agreement has been made.

4.2 Preconditions for overtime compensation

4.2.1 Definition of overtime work

Overtime work giving the right to overtime compensation means work that is carried out outside the regular daily working hours that apply to the salaried employee, if the overtime work

- has been requested in advance or
- has been approved afterwards by the employer.

As to part-time work, see 4.4.

4.2.2 Preparatory and finishing work

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

4.2.3 Calculation of overtime

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

4.2.4 Overtime work not in connection with regular working hours

If a salaried employee carries out overtime work at times not immediately following regular working hours, overtime compensation shall be paid for at least three hours' overtime work. This does not however apply if only a meal break separates the overtime work from regular working hours.

4.2.5 Travel costs upon overtime work

If the salaried employee reports for overtime work at times not immediately following regular working hours and thereby incurs travelling costs, the employer shall reimburse these costs. This applies also if an agreement has been made according to 4.1.1.

4.2.6 Overtime work upon shortened regular daily working hours

If the regular daily working hours during a certain part of the year, e.g. the summer, have been shortened without a corresponding lengthening during any other part of the year, the following shall apply. The calculation of overtime work that has been carried out during the part of the year when the shorter working hours apply shall be made on the basis of the regular working hours applying during the rest of the year.

4.3 Overtime compensation

4.3.1 Money – Time off

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

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

4.3.2 Amount of the compensation

Overtime compensation per hour shall be paid as follows:

Overtime work 6 a.m. – 8 p.m. Mondays – Fridays that are not holidays:

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

or

by agreement, compensatory leave of 1 1/2 hours for each overtime hour.

Overtime work at other times

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

or

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

Monthly salary means the current fixed monthly salary in cash.

Overtime work during business days during which the salaried employee does not have to work is equated with overtime work at other times. The same shall apply to Midsummer's Eve, Christmas Eve and New Year's Eve.

4.4 Additional hours upon part-time work (overtime for employees working part-time)

4.4.1 Compensation for overtime for employees working part-time

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

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

Monthly salary means the current fixed monthly salary in cash.

The weekly working hours mean the part-time employee's working hours per holiday-free week, calculated as an average per month.

4.4.2 Calculation of overtime for employees working part-time

If the overtime work has been carried out before as well as after the regular working hours that apply to the part-time employment, the time periods shall be added together. Only full half hours are included in the calculation.

4.4.3 Overtime compensation for employees working part-time

A part-time employee has the right to overtime compensation if the overtime work is carried out before or after the times that apply to the regular working hours for a full-time employee in a corresponding position at the company.

Upon calculation of compensation according to 4.3.2, the salary shall be adjusted to correspond to a full-time salary.

Section 5 Staggered working hours

5.1 Staggered working hours

Staggered working hours means the part of the salaried employee's regular working hours that is scheduled on the days and between the times set forth in 5.3.

5.2 Notice concerning staggered working hours

The employer should notify the salaried employee no later than 14 days in advance that the working hours will be staggered. The notice should also contain information about the expected duration of the staggering of working hours.

5.3 Compensation for staggered working hours

Staggered working hours shall be compensated per hour as follows:

Monday–Friday from 6 p.m. to 12 midnight	<u>monthly salary</u> 600
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Monday–Friday from 12 midnight to 7 a.m.	<u>monthly salary</u> 400
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Saturday–Sunday from Saturday 12 midnight to Sunday 12 midnight	<u>monthly salary</u> 300
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from 7 a.m. on Epiphany, 1 May, Ascension Day, the National Day and All Saints' Day to 12 midnight before the first business day after the relevant holiday	<u>monthly salary</u> 300
---	------------------------------

from 6 p.m. on Maundy Thursday and New Year's Eve and from 7 a.m. on Whitsun Eve, Midsummer's Eve and Christmas Eve to 12 midnight before the first business day after the relevant holiday	<u>monthly salary</u> 150
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Compensation for staggered working hours and overtime compensation cannot be paid at the same time.

5.4 Local agreement

The local parties may make an agreement for other compensation for staggered working hours, if there are special reasons therefore.

5.5 Individual agreement

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

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

A party wishing for the agreement to terminate shall notify the other party not less than two months in advance.

5.6 When the salaried employee has previously received other compensation

If a salaried employee, through salary or in any other manner, has been compensated for work during staggered working hours and therefore has not received any special compensation, the terms shall not change by this agreement entering into effect.

Section 6 On-call time

6.1 On-call time

On-call time means time when the salaried employee has no obligation to work but is obligated to be at the employer's disposal in order to carry out work when the need arises.

6.2 Schedule

On-call time shall be allocated so that it does not unreasonably burden any individual salaried employee.

Schedules for on-call time should be made well ahead of the time they concern.

6.3 Compensation for on-call time

On-call time is compensated per on-call hour by monthly salary
600

The following shall however apply:

from Friday 6 p.m. to Saturday 7 a.m. monthly salary
400

from Saturday 7 a.m. to Sunday 12 midnight monthly salary
300

from 6 p.m. the day before to 7 a.m. on Epiphany,
1 May, Ascension Day and All
Saints' Day monthly salary
400

from 7 a.m. on Epiphany, 1 May, Ascension
Day, the National Day and All Saints' Day
to 12 midnight before the first business day after
the relevant holiday monthly salary
300

from 6 p.m. on Maundy Thursday and
New Year's Eve and from 7 a.m. on
Whitsun Eve, Midsummer's Eve and
Christmas Eve to 12 midnight before
the first business day after
the relevant holiday monthly salary
150

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

6.4 Local agreement

The local parties may make an agreement for another solution if there are special reasons to do so.

6.5 Individual agreement

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

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

A party wishing for the agreement to terminate shall notify the other party not less than two months in advance.

Section 7 Standby duty

7.1 Definition

Standby duty refers to the time during which the salaried employee is not obliged to work but must be available to carry out work when the need arises.

7.2 Local agreement

The local parties can reach agreement about standby duty in which, for example, standby duties and forms of compensation are adapted to local conditions.

The following table acts as a basis for such agreements, in which standby duty shifts, standby duty compensation and compensation for worked time during standby duty are defined.

	Standby duty 1		Standby duty 2	
	Compensation for standby duty	Compensation for time worked	Compensation for standby duty	Compensation for time worked
Time 1				
Time 2				

7.3 Standby duty

Standby duty A means that the salaried employee, via a mobile tool or similar, should be accessible to undertake work. Standby duty A does not require that the salaried employee must be available to carry out work at a designated place.

Standby duty B means that the salaried employee must be available to carry out work at the workplace or another place designated by the employer.

Standby duty C means that the salaried employee must be available to carry out work at home.

Note 1

In those cases in which the employer wants to apply Standby Duty C, but the employee does not consider the home to be a suitable workplace, shall the employee be available to carry out work at the workplace or at another designated place. However, compensation is payable in accordance with Standby Duty C.

Note 2

In the case of standby duty, the employer must pay consideration to reasonable time to be accessible for work considering the employee's type of standby duty as well as other practical and objectively relevant conditions. One (1) hour in terms of Standby Duty B and daytime for Standby Duty C, can act as a starting point. The time can be both shorter and longer.

7.4 Schedule

Standby duty should be set in a schedule so that it does not unreasonably burden any individual employee. The schedule ought to be compiled and communicated in good time. Changes to the schedule should be announced at least two weeks in advance. Temporary deviations that cannot be predicted when making the schedule should not be counted as changes to the schedule.

Note 1

As an example, unreasonable burden means that standby duty should not be shared among too few employees or that the schedule for standby duty includes several standby duty shifts during the same 24-hour period without relation to regular working hours.

Note 2

Local agreements are assumed to be made if necessary regarding night time work and resting rules for standby duty.

7.5 Standby duty compensation

If there is no other local agreement, Standby Duty A, B and C will be compensated according to the following:

Scheduled time	Compensation per hour		
	A	B	C
Monday 12 am – Friday 6 pm	<u>Monthly salary</u> 1.750	<u>Monthly salary</u> 1.400	<u>Monthly salary</u> 1.650
Friday 6 pm – Saturday 7 am, and from 6 pm the previous day until 7 am on Epiphany, 1 May, Ascension Day, All Saints' Day and Sweden's National Day	<u>Monthly salary</u> 1.100	<u>Monthly salary</u> 900	<u>Monthly salary</u> 1.050

Saturday 7 am – Sunday 12 am as well as from 7 am on Epiphany, 1 May, Ascension Day, All Saints’ Day and Sweden’s National Day until 12 midnight the first following weekday	<u>Monthly salary</u> 750	<u>Monthly salary</u> 600	<u>Monthly salary</u> 700
From 6 pm on Maundy Thursday and from 7 am on Whitsun, Midsummer, Christmas and New Year’s Eve until 12 midnight the first weekday after each holiday	<u>Monthly salary</u> 450	<u>Monthly salary</u> 350	<u>Monthly salary</u> 400

The salary for part-time employees should be calculated so that it is equivalent to a full-time salary.

Compensation for an employee with standby duty is paid out per shift for a minimum of 1 hour for Standby Duty A, 4 hours for Standby Duty B and 2 hours for Standby Duty C, in relevant cases the compensation is lowered by the time in which the employee has been instructed to be present for work in accordance with 7.6 below.

7.6 Compensation for time worked during standby duty

If there is no other local agreement, compensation per hour of time worked is according to the following:

In the case of instructions to carry out work during standby duty over-time rates are paid for actual time worked, although;

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

An employee with Standby Duty B but who carries out work in accordance with Standby Duty A, should be compensated for at least one hour.

The salary for part-time employees should be calculated so that it is the equivalent of a full-time salary.

Compensation for travel costs linked to Standby Duty B is paid.

7.7 Individual agreement

The employer and an individual employee can reach agreement that the rules for compensation according to the above are not applicable but that the employee instead should receive a reasonable compensation in a different manner. Such agreement shall be in writing and should contain information about the compensation that is received instead of compensation for standby duty.

The agreement applies until further notice and can be revised at the next salary revision.

The party that would like to end a special agreement should inform the other party no later two months in advance.

Note 1

If there are local club/associations, it is advisable for the parties to have discussed the design of individual agreements. It can also be advisable to discuss individual agreements on standby duty at the time of the revision of the pay scale.

Note 2

When an individual agreement ceases to be valid, the agreed compensation or other agreed compensation is no longer paid out. Compensation instead reverts to the main rule of the collective agreement.

Section 8 Travel time compensation

8.1 Right to travel time compensation

Salaried employees have a right to travel time compensation according to 8.3 with the following exceptions:

Exceptions

- 1 An employer and a salaried employee, who have made an agreement for compensation for overtime according to 4.1.1 and 4.1.2, may agree that the provisions for travel time compensation shall not apply.
- 2 The employer and salaried employees may agree that compensation for travel time shall be paid in another form, e.g. that the existence of travel time is taken into consideration upon the determination of the salary.
- 3 Salaried employees with a line of work that normally entails business travel to a significant extent, e.g. travelling salesmen and service technicians, have a right to travel time compensation only if the employer and the salaried employee have agreed on this.

8.2 Travel time

Travel time is the time during ordered business travel taken to travel to the point of destination.

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

If the travel time occurs before as well as after regular working hours on a certain day, the time periods shall be added together. Only full half hours are included in the calculation.

If the employer has paid for a sleeping berth on a train or a boat during the trip or part thereof, the time between 10 p.m. and 8 a.m. shall not be included in the calculation.

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

The trip shall be considered commenced and concluded according to the regulations that apply to the calculation of per diem allowances or the equivalent at the relevant company.

8.3 Travel time compensation

1 Travel time compensation *per hour*

$$\frac{\text{monthly salary}}{240}$$

Travel time compensation according to the divisor 240 is paid for not more than six hours per calendar day.

2 If the travel has occurred during the time from Friday 6 p.m. – Monday 6 a.m.

$$\frac{\text{monthly salary}}{190}$$

3 If the travel has occurred during the time from 6 p.m. on a day before a non-working holiday eve or holiday to 6 a.m. on the day after the holiday

$$\frac{\text{monthly salary}}{190}$$

Monthly salary means the current fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

Section 9 Holiday

9.1 General terms

Holiday shall be granted in line with applicable law, with the additions and exceptions set out below.

9.2 Accrual year and holiday year

The accrual year is counted from 1 April up to and including 31 March the following year.

The holiday year is the 12-month period following thereafter.

The employer may agree with an individual salaried employee or with the local salaried employee union representative that the accrual year and/or the holiday year shall be staggered.

When the accrual year and holiday year coincide, the received holiday pay shall be seen as a payment on account and shall be deducted from holiday compensation as well as from salary. A salaried employee who has received more paid holiday days than accrued shall reimburse the exceeding amount of holiday pay/holiday supplement. A corresponding deduction of salary shall be performed if there has been a change in the number of working hours during the holiday year.

Deduction of salary shall not be made at the termination of employment if due to:

1. the salaried employee's illness or
2. the salaried employee leaving his or her employment under the circumstances stated in Section 4 para. 3 first sentence of the Employment Protection Act or
3. termination by the employer due to circumstances which do not relate to the employee personally.

Note:

It is important that the employer is clear about which accrual and holiday year that is being applied.

9.3 Length of the holiday

9.3.1 Number of holiday days

- 25 holiday days according to the Annual Leave Act
- 3 or 5 holiday days in addition to holiday mandated by law, upon agreement between the employer and the salaried employee according to Section 4 of this agreement.

Holiday days mean both paid and unpaid holiday days.

9.3.2 Number of paid holiday days

The number of accrued holiday days with salary shall be calculated in the following manner:

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

- A = number of agreed holiday days (according to 9.3.1)
- B = number of employment days during the accrual year, minus absence that is not included in the holiday pay calculations
- C = number of calendar days during the accrual year
- D = number of accrued, paid holiday days (fractions are rounded up to whole numbers).

9.3.3 Change of holiday days

If this agreement enters into force for a salaried employee who is covered by a special agreement or collective agreement or service regulation at the company, that salaried employee has the right to at least the same number of holiday days as before.

If holiday provisions in the regulations presently in force are to be changed, the employer shall notify the salaried employee union representative, and if that party so requests, negotiations shall take place before a decision is made.

9.3.4 Promoted or newly hired salaried employee

As to promoted or newly hired salaried employees, employment time at the company or at another company in the same company group shall be included in the accrual year.

9.3.5 Holidays for intermittent working

As to salaried employees who work less than five days on average per week, the number of net holiday days is calculated according to the following:

$$\frac{\text{Number of work days / week} \times \text{number of holidays acc. to 9.3}}{5}$$

- = Number of holiday days (net holiday days) to be scheduled for days that according to the working hours schedule would have been work days. Fractions obtained in the calculation shall be rounded up to the nearest higher number of days.

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

Example

The salaried employee’s working hours are scheduled for an average of the following number of work days per week

Number of net holiday days (upon 25 days’ holiday)

4	20
3.5	18
3	15
2.5	13
2	10

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

Holiday supplements, holiday compensation and salary deductions (upon unpaid holidays) are calculated on the basis of the number of gross holiday days.

9.3.6 Vacation for fixed-term employment

For salaried employee on a fixed term employment whose employment is not intended to and doesn’t last more than three months, holiday will not be scheduled unless it’s agreed upon. The salaried employee is anyhow entitled to holiday pay

On such employment holiday compensation comprises 12.5 percent of the employee’s pay.

Note

Annual Leave Act section 30 b includes provisions regarding aggregation of holiday benefits in conjunction with multiple employments.

9.4 Holiday pay, holiday compensation etc.

9.4.1 Holiday pay and holiday supplement

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

For salaried employees on a weekly salary, the monthly salary shall be calculated as 4.3 x the weekly salary.

The holiday supplement for each paid holiday day is

- 0.8 % of the salaried employee’s current monthly salary at the time of the holiday plus any fixed salary supplements per month. As to changed working time, see 9.4.6.
- 0.5 % of the sum of the variable part of the salary that has been paid during the accrual year.

If the salaried employee has not accrued a full holiday, the holiday supplement of 0.5 % shall be adjusted upwards according to the following:

$$\frac{0.5 \% \times \text{number of holiday days that salaried employee is entitled to}}{\text{number of paid holiday days that salaried employee has accrued}}$$

Fixed salary supplement means in this context, e.g. fixed staggered working hours, on-call, emergency, overtime or travel time supplements, guaranteed minimum commissions or the like.

Variable salary element means in this context, e.g. commission, profit share, bonuses, incentive pay, on-call, emergency, and compensation for staggered working hours or the like, to the extent it has not been included in the monthly salary.

In this context, commission, profit share, bonus and the like refer to such variable salary elements that are directly related to the salaried employee's personal performance at work.

Compensation for overtime, including to part-time employees, and for travel time includes holiday pay.

9.4.2 Calculation of variable salary element upon absence included in the basis for holiday pay calculations

For each day of absence that is included in the calculation of holiday pay, one average daily income from variable salary elements shall be added to the aggregate variable salary elements paid out during the accrual year.

Average daily income =

$$\frac{\text{Variable salary element paid during accrual year}}{\text{Number of days of employment minus holiday days and whole days of such absence that are included in the calculation of holiday pay during accrual year}}$$

Compensation for shift, on-call and emergency duty and compensation for staggered working hours and the like shall not be included in the above- referenced average calculation, if during the accrual year the salaried employee has received such compensation for not more than 60 calendar days.

9.4.3 Payment of holiday pay

The holiday supplement of 0.8 % is paid out together with the salary in connection with or immediately following the holiday.

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

Exceptions

- 1 If a significant part of the salary consists of variable salary elements, the salaried employee has a right to receive a holiday supplement in advance, based on the variable salary elements. The employer shall estimate the amount of the supplement. The supplement shall be paid out together with the salary at the regular payment time in connection with the holiday. The employer shall no later than by the end of the holiday year pay the remaining holiday supplement, if any, after calculation according to 9.4.1 and 9.4.2.
- 2 If an agreement has been made that the holiday year and the accrual year may be one and the same, the employer may pay out the remaining holiday pay attributable to variable salary elements after the end of the holiday year. This shall be done together with the first regular salary payment in the new accrual year in the application of normal salary routines.

9.4.4 Holiday compensation

Compensation for each paid holiday day not taken is 4.6 % of the current monthly salary and holiday supplement according to 9.4.1 and 9.4.2.

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

9.4.5 Unpaid holiday

For each used unpaid holiday day, a deduction shall be made from the salaried employee's current monthly salary in the amount of 4.6 % of the monthly salary. As to the term monthly salary, see 9.4.1.

9.4.6 Change in hours worked

If during the accrual year the salaried employee has worked a different number of hours than at the time of the holiday, the current monthly salary at the time of the holiday shall be prorated in proportion to the share of full regular working hours that applied at the place of employment during the accrual year. If the number of hours worked has changed during the course of a calendar month, the number of hours worked that applied during the majority of the calendar days of the month shall be used in the calculation. As to the term monthly salary, see 9.4.1.

9.5 Holiday for the newly hired

If a newly hired salaried employee's paid holiday days are insufficient to cover the company's main holiday or if the salaried employee otherwise desires a longer holiday than the number of holiday days available, the employer and the salaried employee may agree that the salaried employee shall receive paid leave of absence or leave without salary deduction for a requisite number of days. Such agreement shall be in writing.

Upon absence without salary deduction, the following shall apply. If the employment terminates within five years from the day it started, a deduction shall be made from the accrued salary or holiday compensation according to the same principles as with regard to leave, but shall be calculated on the basis of the salary that applied during the leave. No deduction shall be made if the employment terminates due to

- 1 the salaried employee's illness or
- 2 the salaried employee leaving his or her employment under the circumstances stated in Section 4 para. 3 first sentence of the Employment Protection Act,
- 3 termination by the employer due to circumstances which do not relate to the employee personally

To those who have received a greater number of paid holiday days than accrued, the provisions concerning holiday pay advances in Section 29a of the Annual Leave Act shall apply, unless a written agreement according to the above has been made.

9.6 Saving holiday

9.6.1 Saving holiday days

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

9.6.2 Taking saved holiday days

Saved holiday days shall be taken in the order they have been saved. Holiday days that have been saved according to law are to be taken before holiday days that have been saved according to 9.6.1 during the same year.

9.6.3 Holiday pay for saved holiday days

Holiday pay for saved holiday days is calculated according to 9.4.1 and 9.4.2. However, upon the calculation of the holiday supplement of 0.5 %, all absence during the accrual year excluding regular holiday shall be treated in the same manner as absence that is to be included in the calculation of holiday pay.

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

As to the calculation of the share of full regular working hours, see 9.4.6.

Section 10 Sick pay, etc.

10.1 The right to sick pay and notification

10.1.1 The right to sick pay

The employer shall provide sick pay during the first 14 calendar days of the period of illness according to the Act on Sick Pay with the addition stated in 10.2.2 para. 2. The calculation of the amount of sick pay is set out in 10.3.1 – 10.3.2.

The employer shall provide sick pay from the 15th calendar day of the period of illness according to 10.3.6 – 10.3.8 and 10.4 – 10.7.

A new period of illness that starts within 5 calendar days from the end of an earlier period of illness shall be deemed as a continuation of the earlier period of illness as regards the waiting period, amount of sick pay and length of the sick pay period.

10.1.2 Notification

A salaried employee who becomes ill and is therefore unable to work shall notify the employer thereof as soon as possible. Furthermore, the employee shall, as soon as possible, inform the employer of when the employee expects to be able to return to work.

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

Sick pay shall in principle not be paid for the period before the employer has received notice of the illness (Section 8, para. 1 of the Act on Sick Pay).

10.2 Confirmation of illness and medical certificate

10.2.1 Written confirmation

The salaried employee shall provide the employer with written confirmation of having been ill, information as to the extent to which the employee's working capacity has been reduced because of the illness and during which days the salaried employee would have worked (Section 9 of the Act on Sick Pay).

10.2.2 Medical certificate

The employer shall provide sick pay from the seventh calendar day after the day the notice of illness is given only if the salaried employee proves the reduction in working capacity and the duration of the illness period by a medical certificate (Section 8, para. 2 of the Act on Sick Pay).

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

10.3 Amount of sick pay

10.3.1 Amount of sick pay

The amount of sick pay shall be calculated by making salary deductions, as provided below.

10.3.2 Illness up to and including 14 calendar days per illness period

For each hour a salaried employee is absent as a result of illness, an hourly sick deduction shall be made by:

For absence due to illness up to 20 % of average working hours per week (waiting period) in the period of illness	$\frac{\text{the monthly salary} \times 12}{52 \times \text{weekly working hours}}$
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Absence due to illness exceeding 20 % of average working hours per week in the period of illness	$20 \% \times \frac{\text{the monthly salary} \times 12}{52 \times \text{weekly working hours}}$
--	--

If the salaried employee would have performed work during scheduled staggered working hours, additional sick pay shall, after the waiting period, be paid by 80 % of the compensation for staggered working hours that the salaried employee has lost.

Note:

10.1.1 states that a new period of illness that starts within 5 calendar days from the end of an earlier period of illness shall be considered as a continuation of the earlier period of illness. This means that continuing waiting period deductions may have to be made up to 20 per cent of average weekly working hours in the continued period of illness.

10.3.3 Sick pay without waiting period

For a salaried employee who, according to a decision by the social insurance office, is entitled to sick pay without waiting period, sick deductions shall be made according to the rules regarding absence due to illness exceeding 20 % of average working hours per week up to and including day 14 in the period of illness.

10.3.4 When ten deductions already have been made

The number of waiting period deductions in the same period may not, according to the law, exceed ten occasions during a twelve-month period. If, upon a new period of illness, it becomes apparent that the salaried employee has incurred waiting period deductions for ten occasions within twelve months before the start of the new period of illness, the deduction for the first day of absence due to illness shall be made according to the rules that apply starting for absence due to illness exceeding 20 percent of average working hours per week up to and including day 14 in the period of illness.

Note:

All waiting period deductions made according to 10.3.2 on absence until 20 percent of average working hours per week in the period of illness are considered as one deduction even though they are made on different days. 10.1.1 states that a new period of illness that starts within 5 calendar days from the end of an earlier period of illness shall be considered as a continuation of the earlier period of illness.

10.3.5 Definition of monthly salary and weekly working hours

Monthly salary

Monthly salary means the current monthly salary.

The monthly salary includes:

- fixed monthly salary in cash plus any fixed monthly salary supplements (e.g. fixed shift supplements or overtime supplements)
- the estimated average monthly income from commissions, profit sharing, bonuses, incentive pay or similar variable salary elements.

As to salaried employees who receive a substantial part of their pay through such elements, a special agreement should be made concerning the amount of pay that will constitute the monthly salary from which the sick deduction shall be made.

Weekly working hours

Weekly working hours means the number of working hours per normal business week for an individual salaried employee. If the salaried employee has irregular working hours, the weekly working hours shall be calculated as an average per month or some other working hours cycle.

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

If the working hours vary in length during different parts of the year, working hours shall be calculated as an average per normal business week per year.

Note:

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

If the salary is changed

If the salary is changed, the following shall apply. The employer shall make sick deductions on the basis of the former salary until the day the salaried employee is notified of his or her new salary.

10.3.6 Illness from the 15th calendar day

For each day of illness (including non-working weekdays, Sundays and holidays) a sick deduction shall be made according to the following:

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

$$\frac{10 \times \text{price basic amount (pbb)}^1}{12}$$

| *Note: The price basic amount of 10 applies from 1 January 2022.*

Example 2023

Pbb: year 2023 SEK **52 500**

The salary limit is then

$$\frac{10 \times \text{SEK } 52\,500}{12} = \text{SEK } 43\,750 \text{ for } 2023$$

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

| A sick deduction is made by:

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

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

A sick deduction is made of:

$$\left| \quad 90 \% \quad \times \quad \frac{10 \times \text{pbb}}{365} \quad + \quad 10 \% \quad \times \quad \frac{\text{monthly salary} \times 12 - 10 \times \text{pbb}}{365} \right.$$

10.3.7 Maximum sick deduction per day

The sick deduction per day may not exceed:

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

¹ Translator's note: the "price basic amount" (Sw. prisbasbelopp, pbb) is an indexed amount determined each year under the Social Insurance Code (2010:10).

In this context, the following is included in the monthly salary:

- fixed monthly salary supplements (e.g. fixed shift supplements or overtime supplements)
- such commissions, profit sharing, bonuses, or the like, earned during periods of absence without a direct connection to the personal work efforts of the salaried employee
- guaranteed minimum commissions or the like.

For a definition of monthly salary, see 10.3.5.

10.3.8 Duration of the sick pay period

If a salaried employee under this agreement has the right to sick pay from the 15th calendar day of the illness period, the employer shall provide such pay according to the following:

Sick pay shall be paid up to and including the 90th calendar day of the illness period to a person who

- has been continuously employed by the employer for at least one year, or
- has transferred directly from an employment in which the employee was entitled to sick pay for at least 90 days (Category 1).

Sick pay shall be paid up to and including the 45th calendar day of the illness period to all others (Category 2).

The illness period includes all days with sick deductions (including days with waiting period), as well as non-working days that occur during the period.

Maximum number of days with sick pay

If the salaried employee during a 12-month period is ill on two or more occasions, the right to sick pay is limited to an aggregate of 105 days for Category 1 and 45 days for Category 2. Therefore, if during the past 12 months calculated from the beginning of the relevant illness period, the salaried employee has received sick pay from the employer, the number of sick pay days shall be deducted from 105 or 45, respectively. The remainder constitutes the maximum number of sick pay days for the relevant case of illness.

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

10.4 Certain co-ordination rules

10.4.1 Rehabilitation benefits

If a salaried employee is absent with rehabilitation benefits during a period when the employee would otherwise be entitled to sick pay under 10.3.8, salary deductions shall be made as for illness from the 15th calendar day according to 10.3.6.

10.4.2 Compensation from other insurance

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

10.4.3 Other compensation from the state

If a salaried employee receives compensation from the state other than from National Social Insurance, Occupational Security Insurance or under the Act on National Personal Injury Protection, the sick pay shall be reduced by the amount of such compensation.

10.4.4 Annuity

If, due to an occupational injury, a salaried employee draws an annuity instead of sick pay and this takes place during the time that he is entitled to sick pay, the sick pay from the employer shall not be calculated under 10.3, but instead shall comprise the difference between 90 % of the monthly salary and the annuity.

10.5 Limitations on the right to sick pay

10.5.1 Failure to supply a certificate of health

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

10.5.2 Reduced sick benefits

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

10.5.3 Injury in accident caused by a third party

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

10.5.4 Accident at another employer

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

10.5.5 Upon payment of disability pension

If payment of disability pension commences according to the ITP plan, the right to sick pay terminates.

10.5.6 Reached retirement age

As to limitations on the right to sick pay from the 15th calendar day of the illness period for employees who have reached the retirement age, see 1.3.

10.5.7 Miscellaneous limitations on the right to sick pay

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

- if the salaried employee has been excluded from health insurance benefits according to the Social Insurance Code, or
- if the salaried employee's inability to work is self-inflicted, or
- if the salaried employee has been injured as a result of acts of war, unless an agreement providing differently has been made.

10.6 Disease carriers

If a salaried employee is required to refrain from work because of the risk of transmitting a disease and there is a right to compensation according to the Act on Compensation to Disease Carriers, a deduction shall be made according to the following, up to and including the 14th calendar day.

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

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

From the 15th calendar day, deductions shall be made according to 10.3.6 – 10.3.8.

10.7 Miscellaneous

In the application of the provisions of this section, benefits paid according to the Act on Governmental Personal Injury Protection shall be equated with the corresponding benefits under the Social Insurance Code and the Act on Work-Related Injury Insurance.

Section 11 Leave

11.1 Leave of absence, brief leave with pay

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

If Easter Eve, Midsummer's Eve and Christmas Eve are not regular days off, a leave of absence should be granted on these days only to the extent this does not inconvenience the operations of the company.

National Day

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

Note

Existing local agreements are not affected.

The leave shall be prorated for part-time employees.

Leave not taken during the calendar year shall be forfeited.

11.2 Unpaid leave, leave for a whole day without pay

Unpaid leave may be granted if the employer finds that it is possible without inconvenience to the operations of the company, unless it is leave mandated by law, i.e. leave for higher studies or parental leave.

A leave of absence in order to try other work should be granted for rehabilitation purposes. The leave shall be limited to six months but may be prolonged or shortened upon agreement between the employer and the salaried employee.

Upon granting the leave, the employer shall state the period of time that the leave comprises. Leave may not be scheduled so that it starts and/or ends on a Sunday or holiday which is non-working for the individual salaried employee. The corresponding rule shall be applied to a salaried employee whose weekly rest is scheduled on a day other than Sunday.

11.2.1 Salary deduction for the full-time employed, whole day

When a salaried employee is absent at least one day on unpaid leave, a salary deduction shall be made as follows:

- during a period of not more than 5 (6)* work days, a deduction is made for each working day of 1/21 (1/25)* of the monthly salary

- during a period exceeding 5 (6)* work days, a deduction is made amounting to the daily salary for each day on leave. This also applies to the salaried employee's non-working business days and Sundays and holidays.

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

* The number within parentheses shall be used for six-day weeks.

11.2.2 Salary deduction for the part-time employed, whole day

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

A deduction is made according to the following:

The monthly salary divided by

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

* The number within parentheses shall be used for six-day weeks.

Example

The salaried employee's part-time work is scheduled on the following number of work days/week

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

“Number of work days per week” means the number of work days per holiday-free week calculated as an average per month.

11.3 Other leave, leave for part of a day without pay

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

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

11.4 Monthly salary

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

- fixed monthly salary supplements (e.g. fixed shift supplements or overtime supplements)
- such commissions, profit sharing, bonuses, or the like, earned during periods of absence without a direct connection to the personal performance of the salaried employee
- guaranteed minimum commissions or the like.

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

11.5 Parental pay

11.5.1 Preconditions for parental pay

A salaried employee who is on parental leave with parental benefit has a right to parental pay from the employer if

- the salaried employee has been continuously employed by the employer for at least one year, and
- the employment continues for at least three months after the leave of absence.

***Note:** An application for parental leave referred to in the period 1 June to 31 August respective year should be submitted to the employer in connection with the holiday application, ie usually by 1 March.*

11.5.2 Amount of parental pay

The parental pay deduction shall be calculated differently depending on whether the salaried employee's monthly salary is greater or less than a certain salary limit. This **salary limit** is calculated as

$$\frac{10 \times \text{price basic amount (pbb)}}{12}$$

Example 2023:

Pbb: year 2023 SEK 52 500

The salary limit is then

$$\frac{10 \times \text{SEK } 52\,500}{12} = \text{SEK } 43\,750 \text{ for } 2023$$

For salaried employees with a monthly salary not exceeding the salary limit, a parental pay deduction per day shall be made of:

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

For salaried employees with a monthly salary exceeding the salary limit, a parental pay deduction per day shall be made of:

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

For a definition of monthly salary, see 11.6.2.

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

- two monthly salaries minus 60 parental pay deductions calculated per day according to this section.

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

- three monthly salaries minus 90 parental pay deductions calculated per day according to this section.

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

- four monthly salaries minus 120 parental pay deductions calculated per day according to this section.

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

- five monthly salaries minus 150 parental pay deductions calculated per day according to this section.

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

- six monthly salaries minus 180 parental pay deductions calculated per day according to this section.

Parental pay shall be paid only for a consecutive period of leave. If the leave of absence is shorter than one, two, three, four, five or six months, parental pay shall not be paid for a longer period than the leave comprises, unless otherwise agreed locally or individually.

Parental pay is not paid for annual salaries exceeding 15 price basic amounts.

11.5.3 Payment of parental pay

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

| Absence deductions for the leave are made in accordance with 11.2 - 11.4.

11.5.4 Reduction of parental pay

Parental pay shall not be provided if the salaried employee is excluded from parental benefits under the Social Insurance Code. If these benefits have been reduced, the parental pay shall be reduced to a corresponding extent.

11.6 Leave with temporary parental pay

11.6.1 Deductions

If a salaried employee is on leave with temporary parental pay, a salary deduction per hour of absence shall be made according to the following:

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

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

Weekly working hours

Weekly working hours means the number of working hours per normal business week for an individual salaried employee. If the salaried employee has irregular working hours, the weekly working hours shall be calculated as an average per month or some other working hours cycle.

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

If the working hours vary in length during different parts of the year, working hours shall be calculated as an average per normal business week per year.

If the salary is changed

If the salary is changed, the following shall apply. The employer shall make deductions on the basis of the former salary until the day the salaried employee is notified of his or her new salary.

11.6.2 Monthly salary

Monthly salary means

- fixed monthly salary in cash plus any fixed monthly salary supplements (e.g. fixed shift supplements or overtime supplements)
- the estimated average monthly income from commissions, profit sharing, bonuses, incentive pay or similar variable salary elements. As to salaried employees who receive a substantial part of their pay through such elements, a special agreement should be made concerning the amount of pay that will constitute the monthly salary from which the deduction shall be made.
- Monthly salary means also benefits in the form of meals or housing valued according to the directions of the Tax Agency.

Section 12 Salary for part of a salary period

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

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

X = current monthly salary

Y = number of working days during the relevant month/settlement period and such days that occur on a holiday

Z = number of days of **Y** that fall within the period

L = salary for the period calculation

Upon changes in the time worked, each period and time worked shall be calculated separately.

Section 13 Termination

13.1 Resignation by the salaried employee

13.1.1 Notice period

The notice period upon resignation by the salaried employee is the following, unless otherwise follows from 13.3.2 – 13.3.8.

The salaried employee's notice period in months

Term of employment with the company	Notice period
less than 3 years	1 month
3 to 5 years	2 months
6 years or more	3 months

13.1.2 Written notice

The salaried employee should resign in writing. If the resignation is verbal, the salaried employee should confirm it in writing to the employer as soon as possible.

13.2 Termination by the employer

13.2.1 Notice period

The notice period upon termination by the employer is the following, unless otherwise follows from 13.3.2 – 13.3.8.

The employer's notice period in months

Term of employment with the company	Notice period
less than 2 years	1 month
2 to 3 years	2 months
4 to 5 years	3 months
6 to 7 years	4 months
8 to 9 years	5 months
10 years or more	6 months

Information

Calculation of the time of employment

The method for calculating the time of employment according to the above is set out in Section 3 of the Employment Protection Act.

13.2.2 Extended notice period in certain cases

If a salaried employee whose employment has been terminated because of redundancy, has reached the age of 55 on the day of the notice of termination and at that time has been consecutively employed for at least 10 years, the notice period shall be extended by six months. This applies only until the salaried employee turns 65 years of age.

13.2.3 Advance notice

Advance notice of termination that the employer is required to give to the local union under the Employment Protection Act shall be considered given when the employer has handed over the advance notice to the local salaried employee union representative or two work days after the employer has sent the notice by certified mail to the relevant union. Notice given by the employer during a time when the company has shut down for holidays shall be considered to have been given the day after the holiday stoppage has ceased.

13.3 Miscellaneous provisions upon termination

13.3.1 Salary during the notice period

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

13.3.2 Agreement on different notice periods

Salaried employees who, according to a collective bargaining agreement or special employment agreement, have a longer notice period when this agreement enters into effect, shall keep the longer period.

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

13.3.3 Notice period upon probationary employment

The probationary employment can be discontinued by both the employer and the salaried employee before the end of the probationary period by written request no later than two weeks in advance.

If the employer or the salaried employee does not want the employment to continue after the probationary period has expired, then a written request about this should be submitted no later than two weeks before the end of the probationary period. If no notification has been submitted no later than by the end of the probationary period, the probationary employment converts to employment until further notice.

If the probationary employment does not turn into employment until further notice, the employer must provide a reason for its position if the salaried employee so requests.

These rules will enter into force on November 1, 2017. For employment agreements made before November 1, 2017 the former rules apply completely to such employment.

13.3.4 Notice period upon substitutes and agreed fixed term

A substitute or an agreed fixed term can be brought to an end if the employer or salaried employee submits notification thereof. The employment then ends one month after either of the parties provides written notification to the other party of their intention to end the employment. The possibility to bring the employment to an end by notification only applies up until that time at which the employee has a total employment time of six months at the company. When an agreement on agreed fixed term or a substitution has been preceded by a probationary period in a similar post in the company, the probationary period is lowered by the equivalent amount of time.

If the substitute or the agreed fixed-term employment ceases to apply due to notification from the employer must provide a reason for its position if the salaried employee so requests.

These rules will enter into force on November 1, 2017. For employment agreements made before November 1, 2017 the former rules apply completely to such employment.

Note: The employer and the salaried employee may reach written agreement that a substitute or an agreed fixed term of employment cannot be terminated by either party by notification.

13.3.5 Notice of fixed-term employment

If the employer and the salaried employee have agreed that the fixed-term employment can be terminated in advance, then the parties cannot agree on a shorter period of notice than that which is stated in the collective agreement notice periods.

An agreement on the possibility of early termination of employment will take effect only after any probationary period referred to in clause 13.3.4 has expired.

13.3.6 Reached retirement age – termination of employment

Regardless of previously agreed upon notice period the following applies for salaried employees who reaches the age specified in section 32 a of the Employment Protection Act.

The employment can be terminated at the end of the month the salaried employee reaches the age specified in section 32 a of the Employment Protection Act by a written notification two months in advance from either the employer or the salaried employee.

Employment that continues after the salaried employee has reached the age specified in the first paragraph may be terminated the employer or the salaried employee through written notice. The employment then ends one month after written notice was given by either party.

No requirement to notify local union organization due to the termination is needed.

It is possible to agree upon that the notice period will be longer than one month after the salaried employee has reached the age specified in the first paragraph. It must explicitly be stated in the agreement.

Note:

The age specified in section 32a of the Employment Protection Act is 69 years of age January 1st, 2023.

13.3.7 Pensioners – notice period

For salaried employees who have turned 67 years of age or who were employed by the company after having reached the regular retirement age that applies to them according to the ITP plan, or who were employed after having reached the regular retirement age applied by the company, the notice period is one month for both the employer and the salaried employee.

13.3.8 Shortening of the notice period for the salaried employee

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

13.3.9 Damages for a salaried employee failing to observe the notice period

If a salaried employee leaves his or her employment before the end of the notice period, the employer has a right to damages for the economic damage and inconvenience caused thereby. The damages are at least equal to the amount that corresponds to the salaried employee's salary during the part of the notice period that the salaried employee has failed to observe.

13.3.10 Certificate of employment

When the employer or a salaried employee has terminated the employment, the salaried employee has the right to receive a certificate of employment, showing

- the time that the salaried employee has been employed,
- the work assignments performed by the salaried employee, and

- if the salaried employee so requests, an evaluation of the manner in which the work has been carried out. The employer shall give the certificate of employment to the salaried employee not later than one week after the salaried employee's request.

13.3.11 Certificate of holiday taken

When the employment terminates, the salaried employee has the right to receive a certificate showing how many of the 25 holiday days mandated by law have been taken during the current holiday year. The employer shall give this certificate to the salaried employee not later than one week after the salaried employee's request. If the salaried employee has a right to a greater number of holiday days than 25, the additional holiday shall in this context be considered to have been taken first.

13.4 Order of dismissal due to redundancy

Note

The text of 13.4.1 and 13.4.2 derives from the Main Agreement on Security, Transition and Employment Protection. If the provisions of the Main Agreement are amended or cease to apply to this Agreement Area, the same applies to the identical provisions in 13.4.1 and 13.4.2.

13.4.1

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

In doing so, the local parties must make a selection of the employees to be made redundant so that the employer's need for skills is taken into account in particular as well as the employer's opportunities to conduct competitive business and thus prepare for continued employment.

It is assumed that the local parties agree on the determination of the order of dismissal at the request of either party in accordance with Section 22 of the Employment Protection Act and the necessary derogations from the Act.

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

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

If the local parties do not agree, the association parties may, if either so requests, reach an agreement in accordance with the above guidelines.

It is assumed that the company provides the relevant factual basis to the local or central contracting party prior to the consideration of the matters referred to in this paragraph.

Note

Without local or central agreement as described above, dismissal due to redundancy or re-employment can be tried according to law in accordance with the negotiation procedure.

The Confederation of Swedish Enterprise and PTK note that all relevant PTK unions have agreed that in companies existing white-collar clubs and representatives appointed by the officials in the PTK area can be represented by a joint body, PTK-L, regarding this agreement and regarding personnel reductions under the agreements on general terms of employment vis-à-vis the employer. That body is to be regarded as the 'local employee' for the purposes of the said agreements. PTK-L shall also be considered "the local employee organisation" under the Employment Protection Act.

13.4.2

If an agreement on the order of dismissal due to redundancy cannot be reached, the employer may exempt three employees from the establishment and contract area concerned. Those thus exempted have priority for continued employment.

For the purposes of the first subparagraph, employers who have only one establishment may instead choose to exempt a total of four employees for all areas of the agreement.

With regard to the situation where several establishments are combined into a common order pursuant to the third paragraph of Section 22 of the Employment Protection Act, for the purposes of the first subparagraph, the number shall be three employees plus one employee per establishment covered by the consolidation in addition to the first establishment, per contract area.

Alternatively, with the provisions of the first, second and third subparagraphs, an employer may exempt 15% of the employees who are finally terminated due to redundancy in the relevant establishment and contract area before the list is established. Exemptions under this subparagraph shall not cover more than ten per cent of the employees of the establishment or establishments concerned, per contract area.

An employer who, in the event of dismissal for redundancy, exempts one or more workers under the first, second, third or fourth subparagraph may not, in the case of the establishment and contract area concerned, exempt additional workers in the event of dismissal occurring within three months thereafter.

Note

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

For the purposes of this provision, 'contract area' means the category cleavage between workers and white-collar workers.

What constitutes an operating unit is not regulated in this provision. The definition of what constitutes an operating unit is contained in the third paragraph of Section 22 of the Employment Protection Act, which provision is dispositive.

The term 'employees who are ultimately terminated as a result of redundancy' refers to all employees whose employment is terminated due to redundancy. In addition to the person dismissed by the employer, this also refers to the employee whose employment is otherwise terminated due to redundancy, e.g. where the employment is terminated by individual agreement thereon, through earlier retirement and the like.

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

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

According to the fifth paragraph of the section, the possibility of excluding employees from the rotation does not apply in cases where the employer has previously dismissed employees due to redundancy work within a three-month period at the relevant establishment and contract area and then made use of the exemption option. An employer who has dismissed one or more employees due to redundancy and then excluded employees from the rotation may therefore only after three months have elapsed, from the date of effect of the first dismissal, exclude employees from the rotation in the event of dismissal due to a "new" redundancy in an establishment and contract area that was affected. Otherwise, the employer may be liable for damages for violation of the rules of rotation. The foregoing only applies in cases where, at the time of the previous redundancy, the employer actually made use of the possibility of excluding employees from the rotation. For the purposes of this provision, the term 'establishment' and 'contract area' shall mean an establishment and a contract area in which any worker:

dismissed due to redundancy. In the case of aggregation, this means that the block in the fifth paragraph of the paragraph only applies to establishments and contract areas where an employee has actually been dismissed due to the redundancy.

Section 14 Fiduciary Council

Assignment of the Fiduciary Council

The assignment of the Fiduciary Council is to:

- follow up on the interpretation and application of the agreement's terms with respect to salaries and general terms of employment
- issue recommendations to the parties in matters referred to the Council for hearing
- be a forum for discussion of issues of significance to the areas of agreement between the parties
- constitute an arbitral tribunal upon agreement.

Matters received by the Fiduciary Council shall be considered without delay.

Composition of the Fiduciary Council

The Council shall consist of six members, of which the employer side shall appoint three and the employee side three. The Council shall appoint from among its members one chairman and one vice chairman. The members of the Council are appointed for a term of two years, with the employer and employee side reserving the right to change their own representation.

Decisions of the Fiduciary Council

The Council may unanimously decide on a joint recommendation on a certain matter and on joint information on a certain issue.

Arbitral tribunal

If the parties agree, the Fiduciary Council may, in individual matters, constitute an arbitral tribunal in legal disputes within the parties' legal competence. Disputed matters may not be considered by the Council until central negotiations have been concluded.

If the Fiduciary Council is to constitute an arbitral tribunal, the parties shall jointly appoint an impartial chairman.

The Council may rule in legal disputes only if all members are present. Upon parity of votes, the impartial chairman shall have a casting vote.

Section 15 Term

This Agreement is valid from May 1st 2023 to April 30th 2025.

Unless the agreement is terminated by either party no later than three months before the end of its term, it shall be renewed for one year at a time, with the same notice period. If notice is served, the agreement shall, after the expiration date, run for seven days as a mutual notice period.

Stockholm 26th April 2023

The Swedish Media Employers

Maria Möller

Anna Paulsson

Unionen

Lise Iderström

Elin Svensson

The Swedish University Graduate Unions

Hanneli Lindholm

Agreement on working hour provisions for salaried employees

Section 1 Scope of the agreement

1.1 Scope

This agreement applies to all salaried employees working for employers that are members of the Media Industries Employers Association. The agreement replaces the Working Hours Act in its entirety.

The parties agree that this agreement is within the scope of the EU's Working Time Directive, which aims to provide security and health to employees in the scheduling of working hours. Specific provisions on working hours for minors are contained in the Work Environment Act.

The term salaried employee union in this agreement means the local union organisation.

1.2 Exceptions

The provisions in Sections 2–5 do not apply to salaried employees in top management positions.

1.3 Agreed exceptions

Salaried employees who make an agreement that the right to overtime compensation shall be replaced with longer holiday and/or higher salary in line with Section 4.1.1 of the general agreement on terms and conditions, may also make an agreement that they shall be exempted from the provisions in Sections 2–5.

Section 2 Regular working hours

2.1 Duration and limitation period

Regular working hours may not exceed 40 hours on average per holiday-free week during a limitation period of six months.

“Total working hours over each period of seven days may not exceed 48 hours per week on average during a calculation period of six months. Total working hours include regular working hours, overtime, overtime for the part-time employed and on-call time.

It may be agreed locally that the calculation period for total working hours should instead be a different period, to a maximum of 12 months.

In the calculation of the total working hours, holiday and sick leave during a time when the employee otherwise would have worked shall be equated to fulfilled working hours.

For salaried employees performing intermittent three-shift work, regular working hours may not exceed 38 hours on average per holiday-free week and year.

At companies where salaried employees work 40 hours per week on intermittent two-shift work, the salaried employee has the right to compensatory leave of two hours per 40 hour week worked. Such leave is to be taken in agreement with the employer.

For salaried employees performing continuous three-shift work or underground work, regular working hours may not exceed 36 hours on average per holiday-free week and year.

Note

Three-shift work may be run with three or more shift teams.

2.2 Different limitation period

Where there are special circumstances, the employer and the salaried employee union may make a written agreement for a different calculation period or different scope of regular working hours with respect to a particular salaried employee or group of salaried employees.

As to the term, see 7.1.

The local parties may come to an agreement on different ways of organising working hours beyond what is stated in the agreement, where these are beneficial to the business, but also meet individual wishes concerning the organisation of working hours.

Note

The central parties agree that working hours of different lengths at different times of the year may be applied.

2.3 Scheduling working hours

Upon the application of Section 2, both the needs of the business and the needs and desires of the salaried employees shall be taken into consideration. The aim shall be, as far as possible, to take into consideration the salaried employee's ability to combine work with family and other social life.

2.4 Long breaks, meal breaks and short breaks

Unless the local parties agree otherwise, long breaks are to be scheduled so that a salaried employee does not work for more than five hours consecutively. A long break is understood to be an interruption to daily work, during which the employee

is not obliged to remain at the workplace. The employer shall state in advance the length and scheduling of long breaks as exactly as the circumstances permit.

Long breaks may be replaced with meal breaks at the workplace. Such meal breaks are part of working hours.

The employer shall organise the work such that the employee is able to take the necessary short breaks in addition to the long breaks. If the working conditions so require, special work breaks may be scheduled instead. Short breaks are part of working hours.

2.5 Daily rest

2.5.1 Main rule

Each salaried employee must have at least 11 consecutive hours of rest during each 24-hour period, calculated from the beginning of the shift according to the salaried employee's current schedule of working hours (daily rest).

2.5.2 Exceptions

1. The local parties may agree on deviations from Section 2.5.1, on condition that the salaried employee is given equivalent leave immediately following the shift that interrupts the daily rest.
2. If a local agreement is not made in line with the first point, there may be a temporary deviation from Section 2.5.1 under exceptional circumstances that could not have been foreseen by the employer, on condition that the salaried employee is given equivalent leave immediately following the shift that interrupts the daily rest.
3. If a local agreement is not made in line with the first point, deviation from Section 2.5.1 is permitted for emergency work, on condition that the salaried employee is given equivalent leave in conjunction with the shift that interrupts the daily rest.

2.5.3 Deviations concerning scheduling of equivalent leave

Where, for objective reasons, it is not possible to schedule the equivalent leave under section 2.5.2 immediately following the shift that interrupts the daily rest, the equivalent leave must be scheduled to be taken within seven calendar days.

Note

When working on an emergency basis for several consecutive days, the equivalent leave for these days may be combined and taken within seven days of the final emergency shift. This assumes that, although the daily rest has been interrupted, the salaried employee has still received sufficient rest during the emergency period.

If the equivalent leave cannot be given within seven calendar days, the local parties may agree on other appropriate protection.

Note

Other appropriate protection does not exclusively mean financial compensation.

2.5.4 Scheduling of equivalent leave in regular working hours

If the employer schedules the equivalent leave in regular working hours, no salary deduction shall be made.

2.5.5 Night rest etc.

2.5.5.1 Night work

Night is considered to be the period between 10 p.m. and 6 a.m.. With the support of a local agreement, night may be defined as a different period of at least seven **hours that includes the period between midnight and 5 a.m..**

All salaried employees shall have time off for night rest. This time off shall include the time between midnight and 5 a.m..

Deviations from the second paragraph may be made if, due to the nature of the work, the needs of the general public or other exceptional circumstances, the work must be performed between midnight and 5 a.m..

Deviations from the second paragraph may also be made with the support of a local agreement.

2.5.5.2 Night-working salaried employee

A night-working salaried employee means a salaried employee who normally performs at least three hours of his or her work during the night and a salaried employee who will probably perform at least half of his or her yearly working hours at night.

The regular working hours for night-working salaried employees must not exceed eight hours per 24 hour period, over a calculation period of 12 months.

Note

- 1. When calculating the average, for each commenced period of seven days the weekly rest is deducted from the calculation period. Holiday and sick leave during the time when the employee otherwise would have worked, shall be equated to performed working hours.*
- 2. It is the intention of the parties that the length of the calculation period shall not be applied in such a way that extremely long shifts without sufficient rest periods are scheduled for a prolonged period.*

2.5.5.3 Night-working salaried employees whose work entails special risks

Night-working salaried employees whose work entails special risks or great physical or mental effort shall not work more than eight hours within a 24 hour period when performing night work.

2.5.6 Weekly rest

The salaried employee shall be given at least 36 hours of continuous rest in each seven day period (weekly rest).

Deviations from the first paragraph may be made through a local agreement that governs when and how deviations may be made and how compensation will be provided.

Time during which the salaried employee is on emergency duty does not constitute weekly rest.

The weekly rest shall, if possible, be scheduled during the weekend.

Section 3 Overtime

3.1 Overtime work

Overtime work means work that has been carried out outside the regular daily working hours for a salaried employee if

- the overtime work has been requested in advance or
- the overtime work has been approved afterwards by the employer.

The time required to carry out necessary preparatory and finishing work that normally forms a part of the salaried employee's work is not considered overtime work in line with 3.2.

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

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

Note

For salaried employees working part-time, work compensated in line with 4.4.1 of the Salaried Employee Agreement shall be deducted from the available overtime in 3.2 below.

3.2 General overtime

When there are special needs, general overtime may be taken out at no more than 200 hours per calendar year. In the calculation of overtime, leave scheduled for the employee's regular working hours or on-call time shall be equated to performed working hours.

3.3 Overtime limit

When general overtime is taken, the total working hours, including regular working hours, must not exceed 48 hours on average per week over the limitation period that applies for salaried employees in line with 2.1 and 2.2.

3.4 Transfer of overtime

If overtime work is compensated by compensatory leave according to section 4.3.2 of the Salaried Employee Agreement, the corresponding number of hours shall be transferred to available overtime according to 3.2 above (general overtime).

During a calendar year, not more than 100 hours may in this manner be transferred to available overtime, unless the employer and the salaried employee union otherwise agree.

Example

A salaried employee performs 4 hours of overtime on a weekday evening. These overtime hours are deducted from available overtime according to 3.2. An agreement is made that the salaried employee will be compensated by time off (compensatory leave) for 6 hours (4 hours x 1.5 hour = 6 hours compensatory leave).

When compensatory leave has been taken, the available overtime in line with 3.2 is extended by the 4 hours that have been compensated for through the leave.

Note

The employer and the salaried employee union may agree that overtime compensated with compensatory leave shall be scheduled within a particular time period, e.g. calculated from the time that the overtime work was performed or by a particular date.

As to the term, see 7.1.

3.5 Additional overtime

In addition to what has been stated above, when there are exceptional reasons, additional overtime may be taken during the calendar year to a maximum of 100 hours by agreement between the employer and the union.

As to the term, see 7.1.

3.6 Emergencies

If a natural disaster or accident or incident of some other comparable nature, that was not foreseeable, causes an interruption of the operations or entails an immediate danger of such interruption or damage to life, health or property, overtime that has been worked by occasion thereof shall not be included in the calculation of overtime according to 3.2 and 3.3 above.

Section 4 On-call time

4.1 Scope of on-call time

If, because of the nature of the operations, it is necessary that the salaried employee is at the employer's disposal at the workplace to carry out work when the need arises, on-call time may be taken out at no more than 48 hours during a period of four weeks or 50 hours during one calendar month. Time when the salaried employee is carrying out work on behalf of the employer is not considered on-call time.

4.2 Other calculation

The employer and the salaried employee union may make a written agreement for another calculation period for on-call time with respect to a certain salaried employee or group of salaried employees.

As to the term, see 7.1.

Section 5 List of overtime and on-call time

The employer shall keep the notes that are required to make the calculations of overtime according to Section 3 and on-call time according to Section 4. The salaried employee, the salaried employee union or representatives of the central employee union have the right to review these notes.

Note

Also with respect to salaried employees who are exempted from Sections 2–5, it is of mutual interest to the employer and the salaried employee union to have information about the total scope of the working hours for these salaried employees. If the salaried employee union so requests, the local parties shall jointly draw up an appropriate basis for assessing the volume of working hours for these salaried employees.

Section 6 Negotiation procedure

The same negotiation procedure that applies in the Salaried Employee Agreement applies for this agreement.

Section 7 Term

7.1 Local agreement

A local agreement may be made with the support of 2.2 for a period of no more than 12 months. Notice of termination of such an agreement shall be given no later than three months before the expiration of the term.

A local agreement made with the support of 3.4, 3.5 and 4.2 shall apply until further notice, with a notice period of three months.

Notice may be served by the employer, the local salaried employee union or the respective central party for the employee.

If either party wishes the local agreement or the right to make a local agreement to remain in effect, the party shall forthwith request that negotiations to that effect be conducted during the notice period. The association parties may extend the notice period of the local agreement to enable the conclusion of negotiations according to the negotiation procedure before the termination of the agreement. In the last instance, the issue of whether the agreement is to remain in effect may be submitted for consideration by the Fiduciary Council.

7.2 Working hours agreement

The provisions of this agreement on working hours have the same term as the Salaried Employee Agreement.

If the working hours agreement terminates, agreements entered into on the basis of the agreement shall terminate as well.

Agreement on continuing education

1. Aim

In order for the business to develop, ongoing and systematic continuing education is necessary. Continuing education shall be based on the company's business concept, objectives and organisation of work. Continuing education is increasingly carried out directly in the workplace through a flexible work organisation where theories meet practice.

2. Right and responsibility

All employees have a right as well as a responsibility to develop continuously in their work. Women and men shall be granted the same possibility for continuing education.

3. Development through co-operation

The development of continuing education is a task for management. It is assumed that employees will be consulted when identifying current and future skill needs. An annual deliberation that follows up and discusses the content and forms of the work on continuing education is recommended.

Plans for continuing education are drawn up and followed up as often as is prompted by competition and business intelligence.

Employee reviews and work place meetings are recommended as a basis for planning continuing education.

In conjunction with an employee's return to work after parental leave, the employer shall consult with the employee about the continuing education needed due to the length of the leave.

4. Stimulate and reward

Continuing education must be noticed, stimulated and rewarded. Upon salary reviews, it should be natural that there is a connection between results and competence.

Information

The parties have jointly developed the following materials:

The policy document "*Continuing Education*"

"*Tools – The Competence Analysis and the Employee Review*".

Agreement on negotiating procedure for legal disputes

Scope

The negotiating procedure applies to all salaried employees who are employed in companies that are covered by collective bargaining agreements on general terms of employment, except for employees who owing to the nature of their work and terms of employment may be considered to have senior management or equivalent positions.

Negotiating limitation

If a party wishes to claim damages or other performance according to law, collective bargaining agreement or individual agreement, that party shall, unless another procedure is stated in the relevant collective bargaining agreement, request negotiations within four months after the party has become aware of the circumstance that the claim is based on. The negotiation must, however be requested within two years of the occurrence of such circumstance.

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

Note

The parties are agreed upon that all disputes where the employment relationship is a necessary condition for a legal claim are covered by the negotiating procedure.

An employer who intends to address a legal claim against a union or member thereof which is covered by a collective agreement where the employment relationship was a necessary condition must first observe the negotiating procedure.

An individual salaried employee has the right to decide to take legal action without any previous negotiations in accordance with the negotiating procedure or without completing central negotiations in accordance with the negotiating procedure.

If an issue of dispute is based on the Employment Protection Act or on an issue relating to a form of employment stipulated in a collective bargaining agreement, the time limits specified in the Employment Protection Act shall apply instead of those specified in this negotiating procedure with the supplements that emerge in the following in respect of time limits that shall be observed between local and central negotiations.

Local negotiations

Negotiations shall primarily be conducted between the local parties (the employer and the local union organisation).

The negotiations shall begin as soon as possible and no later than two weeks after the day the request for negotiations has been confirmed, except when the parties have agreed otherwise.

Central negotiations

Once the local negotiation has been concluded the party which called for the local negotiations and which wishes to pursue the matter further shall refer it to central negotiations.

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

1. within two weeks in the case of dispute concerning a litigation regarding nullification of a termination of employment or an instant dismissal or a claim that a fixed term employment is wrongful and that the employment shall run until further notice and
2. within two months in the case of other legal disputes

A party who fails to do so, loses the right to negotiations.

Central negotiation shall begin as soon as possible and no later than two weeks after the day the request for negotiations has been confirmed, except when the parties have agreed otherwise.

Note

In the normal case the negotiations are completed in conjunction with end of the meeting for negotiations. If this is to take place at a later time this shall be explicitly agreed between the parties. As a last resort the negotiations can be concluded by a party giving notice in writing of withdrawal from the negotiations.

Legal settlement

If a legal dispute concerning law, collective bargaining agreement or individual agreement has been the subject of central negotiations without being resolved, a party may refer the dispute to legal settlement within three months after the day when the central negotiation was concluded. Should a party ignore this the party loses the right to take legal action.

Validity

The negotiating procedure applies until further notice with a period of notice of six months. However, it may be terminated no earlier than the time when the collective agreement between the parties on general conditions of employment expires.

Note

This negotiating procedure does not affect the rules on time limits and the obligation of the employer to request negotiations in accordance with Sections 34, 35 and 37 in the Act on Co-Determination at the Workplace.

Provision for Flexible Pensions in Service Companies

General Rules

- § 1 The parties have agreed to introduce a system for Flexible Pensions in Service Companies in the agreement area. This agreement applies to all salaried employees covered by the agreement on general terms and to whom the ITP agreement's retirement pension conditions are or could have been, applicable and constitutes a collective provision for the flexible pensions system. This means that the employer will pay a supplementary premium to the ITP plan as of 1 November 2017 for salaried employees who have reached the age of 25 but not 65, in accordance with item 7.2 in Section 1 and item 6.4 in Section 2 of the ITP plan. From 1 January 2023, supplementary premiums are paid until age 66 for civil servants covered by ITP 1.
- § 2 The supplementary premium shall be paid to Collectum as of 1 November 2017 and thereafter on a monthly basis. The increase of the supplementary premium will then be made in connection with future date of salary review in the collective bargaining agreement and in accordance with the procedures applicable to supplementary premiums to ITP 1 and ITPK in ITP 2. The premium shall supplement the insurance for ITP 1 or ITPK that the salaried employee has in the employment with the employer.

Note

If, during the build-up the date of salary review according to the collective bargaining agreement is earlier than the date of salary review of the agreements that set the norm, the increase in the supplementary premium shall be made at the time of the date of the agreements that set the norm

As far as possible, Collectum shall be assisted by the parties with information about which employers that shall make provisions for Flexible Pensions in Service Companies.

- § 3 As of 2017's agreement negotiations, the premium for Flexible Pensions in Service Companies shall be gradually expanded with a one-year lag in relation to the association agreements that set the norm within the Confederation of Swedish Enterprise. This means that in 2017 a provision is made in Flexible Pensions in Service Companies that corresponds to the 2016 level of 0.2 %. The parties further agree that Flexible Pensions in Service Companies is expanded to the same level as applies for the association agreements that set the norm within the Confederation of Swedish Enterprise with a three-year delay, to a maximum of 2 %. This means that when these norm-setting parties cease their provisions for

Flexible Pensions, or have reached 2 %, additional provisions shall be made for Flexible Pensions in Service Companies over the following three years so that the premium levels are the same, with a maximum premium level of 2 %. The parties note that the difference in premium on the introduction of Flexible Pensions in Service Companies is 0.7 %.

Should the scope for salary increases in the future be significantly lower than the scope in the previous year, the parties shall enter negotiations to delay entirely, or partially, the established provision for the year in question.

Note

Every year that the premium level in Flexible Pensions in Service companies is expanded, the scope for wage increases decreases in relation to the association that sets the norm's cost tag with a corresponding level.

The costs for waiver of premium insurance in Alecta, and the premium transfer to Collectum and insurance companies, as well as administration costs, shall be charged to the allocated premiums.

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

- § 4 Employers who are covered by Flexible Pensions in Service Companies can decide if salaried employees at the company shall have the opportunity to opt out of the provision for Flexible Pensions. The salaried employee's fixed cash salary is raised at the time of opt out with the corresponding current level of the collective premium at that time. The time of opt out means the time when giving notice of opt out takes effect. Such opt outs apply to the current employment with the employer, i.e. the juridical person. Opting out does not affect previously paid premiums for Flexible Pensions in Service Companies.

If the employer has decided that salaried employees at the company may choose to opt out, a salaried employee may, if he so wishes, notify his employer that he wishes to opt out of the provision for Flexible Pensions in the following instances:

- A new salaried employee at the company may state that he choose to opt out, at earliest from the day of appointment and no later than two months thereafter.
- A salaried employee at the company who via transfer of business enters the system for Flexible Pensions in Service Companies may state that he choose to opt out at earliest after the regulation regarding the provision begins to apply and no later than two months thereafter.

- A salaried employee at a company which, by being bound to a collective bargaining agreement, enters the system for Flexible Pensions in Service Companies may, in accordance with § 7 first paragraph, state that he choose to opt out no later than two months from the time they became bound.
- A salaried employee at a company which, by being bound to a collective agreement, enters the system for Flexible Pensions in Service Companies may, in accordance with § 2 second paragraph, state that he choose to opt out after the regulation regarding the provision begins to apply and no later than two months thereafter.

Note 1

In connection with the commencement of employment, it is possible for the employer to state the agreed salary and Flexible Pensions in Service Companies in the employment contract as well as what the salary would be if the event of an opt out from Flexible Pensions. If a salaried employee chooses to opt out from provision for Flexible Pensions, such notice may be given first after commencement of employment.

Note 2

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

Note 3

When an employee has given notice on their choice to opt out, this will take effect from the first day of the first calendar month in the two-month period during which the choice to opt out can be made. This means, for example, that an employee who enters into the collective bargaining agreement on 15 March can give notice of their choice to opt out from 15 March until 15 May, and their choice will be valid from 1 March. The employee's salary will be increased from the time of the opt-out by the level of the collective premium applicable at the time.

Exemptions from the above points apply to an employee who has not turned 25 when the opportunity to submit an opt-out from provision for Flexible Pensions comes into effect no earlier than when the employee turns 25 and no later than two months thereafter.

The employer shall document that the employee has chosen to opt out from the provision for Flexible Pensions in Service companies in accordance with these rules, and then report this to Collectum. If any queries arises, the employer is obliged to show that the employee has chosen to opt out.

Note 4

The employer may change its position under this paragraph by making a new decision. If this takes place, and the employer's decision implies that the employee has the opportunity to opt out from the provision for Flexible Pensions in Service Companies, this applies provided that the deadline(s) above permit this. If the employer's decision means that the employee no longer has the opportunity to opt out, the previously granted opt-out applies unless otherwise agreed under § 5 below.

Note 5

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

- § 5 Salaried employees who have opted out of provision to Flexible Pensions in Service Companies and thereby at the time of the opt out received the current, collective premium level as salary may, if the employer so agrees, withdraw the opt out and receive the current collective premium level as a pension premium instead. How the pension premium according to the collective level is to be deducted against salary is determined by agreement between the salaried employee and the employer.
- § 6 Salaried employees who chose not to opt out of provision to Flexible Pensions in Service Company may reach individual agreements with the employer on further provisions than are stated in the agreement for Flexible Pensions in Service Companies. Such individual agreements apply for as long as the salaried employee and the employer have agreed.

If an individual agreement as set out in the first paragraph ceases, the individually agreed additional provision shall be paid as salary to the salaried employee.

Note 1

The parties to this agreement on Flexible Pensions in Service Companies shall endeavor to ensure that such additional provisions shall be made within the framework of the ITP pension plan to ITP1 or ITPK.

Note 2

Salary exchange systems applied without connection to Flexible Pensions in Service Companies are not affected by this regulation.

§ 7 Companies already covered by another flexible pension system at the time of being bound to the collective bargaining agreement shall continue to expand the company's premium level, regardless of how that level has been reached within the scope of centrally agreed schemes for Flexible pension/part-time pension, with the provisions made in accordance with Flexible Pensions in Service Companies until the company reaches the fully expanded premium level for Flexible Pensions in Service Companies of 2 %, as stated in § 3.

Note 1

When the relevant centrally agreed collective bargaining agreement stipulates that part of the pot for salary increase has been used for further provision for Flexible Pensions in Service Companies, such provisions should instead be paid out as salary when the fully-expanded level of provision of 2 % has been attained in the company.

In addition to what is stated in § 3, the following applies to companies not previously covered by flexible pension systems at the time of binding to the collective agreement:

- 12 months after the company has become bound by the collective bargaining agreement, the company shall pay 10 % of the premium level that applied at the time of binding.
- 24 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 20 %, in total 30 %, of the premium level that applied at the time of binding
- 36 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 20 %, in total 50 %, of the premium level that applied at the time of binding
- 48 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 25 %, in total 75 %, of the premium level that applied at the time of binding
- 60 months after the company has become bound by the collective bargaining agreement, the company shall pay an additional 25 %, in total 100 %, of the premium level that applied at the time of binding

Apart from the introduction of the premium level linked to the time of binding the company also must increase salaries according to the respective salary agreement and eventual further provision to Flexible Pensions in Service Companies as regulated in the existing collective bargaining agreement.

The company may choose to introduce provision for Flexible Pensions in Service Companies for all salaried employees at the company at a faster rate than stated in this paragraph, which does not lead to any deduction from the scope for wage increases in the current wage agreement.

Nor is it considered as an individual agreement for further provision within the framework of the flexible pension agreement.

Note 2

As regards the business, or part of the business, which is transferred from one employer to another by a transfer of business as referred to in 6b, the Employment Protection Act, the following applies when the acquirer is bound by a collective bargaining agreement for Flexible Pensions in Service Companies and the transferor and acquirer have built up their respective premium levels differently: When the acquirer's collective bargaining agreement becomes applicable to the salaried employees that have been taken over, the premium level for Flexible Pensions in Service Companies as stated in the acquirer's collective agreement applies.

Supplementary premiums to ITP 1

- § 8 The supplementary premium is to be paid at earliest from the month the salaried employee turns 25 and at longest up to and including the month before which the salaried employee turns 65.
- § 9 The supplementary premium is to be calculated on the pensionable salary for pension benefits, in accordance with ITP 1, item 6.

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

Supplementary premiums to ITPK and ITP 2

- § 10 The supplementary premium is to be paid for salaried employees born 1978 or earlier and at longest up to and including the month before which the salaried employee turns 65.
- § 11 The supplementary premium shall be calculated on the pensionable salary for pension benefits, in accordance with ITP 2, item 3.

For an employee who has been granted part-time work for the purpose of retirement, even during this period, the employer shall continue to report income based on the previous employment rate.

Note

It is assumed that an agreement will be reached on how to report the variable salary components. Agreement is reached on the basis of the previous employment rate, taking into account actual earnings, new employment rate and any change in the wage system.

- § 12 The employer is entitled to unregister salaried employees on parental leave. Since such a period of leave with parental benefit is pensionable, the Confederation of Swedish Enterprise and PTK recommend employers to continue paying the premiums to ITP 2 during the first eleven months of parental leave. The parties to the agreement are therefore agreed that this recommendation should also apply to supplementary premiums to ITPK.

Payment rules

- § 13 Withdrawal of pension insurance based on the supplementary premiums for Flexible Pensions in Service Companies is made in accordance with the terms and conditions for the withdrawal of ITP 1 and ITPK respectively.
- § 14 Issues regarding the interpretation and application of these terms and conditions shall be dealt with with in the ITP Board to the extent that they concern the application following the rules in the ITP plan. Other issues regarding the interpretation and application of this agreement shall be dealt with in accordance with the negotiation procedure in the collective bargaining agreement.

Employees without ITP 1 or ITPK

- § 15 For salaried employees who are aged between 25 and 66 (ITP 1) and between 25 and 65 (ITP 2) and for whom the ITP agreement is or could have been applicable but who do not have any current earning from ITP or ITPK with the employer, the employer reaches individual agreement with the employee on how the provision for Flexible Pensions in Service Companies should be managed, based on current conditions. Such agreement can also be reached between the employer and the local union organization.

§§ 4 and 5 also apply to a salaried employee who has no current earnings from ITP 1 or ITPK at the employer.

Common information

- § 16 To provide support for the administration of Flexible Pensions in Service Companies, the collective parties will produce common information material, which will be distributed to the companies, the elected representative and the companies' salaries employees.

Agreement on part-time for retirement purposes

This agreement is a part of the Agreement on General Terms

A salaried employee has an enhanced opportunity to apply to the employer to reduce his working hours from the age of 62 (official covered by ITP 2) and 63 years of age respectively (official covered by ITP 1) in order to make Flexible Pension possible. A prerequisite for an agreement to be reached is that this can be done with reasonable consideration to the requirements and needs of the business.

A salaried employee who wants to use the right to apply shall do so in writing. The employer shall promptly consider the application and assess the opportunities to enter an agreement on part-time employment.

If the employer and the salaried employee agree that the salaried employee may reduce his working hours the employment is, from the time the agreement begins to apply, a part-time employment with the employment rate that follows from the agreement.

If no agreement is reached about reduction of working hours, the employer shall inform the salaried employee and his local union organization (if there is a local club/association at the company) of this and of the reasons why an agreement cannot be reached. The union organization can then request both local and central negotiation about the application and the conditions for the application. In the event of negotiation, the salaried employee's application to reduce his working hours is considered to pertain a reduction to 80%.

If the negotiation doesn't lead to an agreement, the company's assessment continues to apply. The fact that no agreement is reached cannot be legally challenged provided that the employer examined the application and justified his assessment with reference to the requirements and needs of the business.

For a salaried employee who has reached an agreement in accordance with the above regulation and belongs to ITP 2, the employer shall continue to report his income to Collectum based on his previous employment rate. However, this obligation ceases if the salaried employee takes employment with another company or otherwise engages in business of a financial nature which may give the salaried employee an income.

Preferential right for part-time employees to additional working hours in accordance with § 25 a, the Employment Protection Act(1982:80) , does not apply to a salaried employee who has reduced his working hours for retirement purposes.

Note 1

The parties are agreed that the agreement shall be adapted to the statutory rules governing pensions at any time.

Note 2

Regarding variable salary components, it is presupposed that agreement is reached on how these are to be reported. Agreement is reached on the basis of the previous employment level, taking into account actual earnings, new level of employment and any change in the wage system.

NEGOTIATION MINUTES (extract and salaries)

Date	26 th April 2023
Parties	The Media Industries Employers Association Unionen The Swedish Association of Graduate Engineers
Present	for the Media Industries Employers Association Maria Möller Anna Paulsson and delegation for the Swedish Association of Graduate Engineers Hanneli Lindholm and delegation for Unionen Lise Iderström Elin Svensson and delegation
Location	Almega's offices, Sturegatan 11, Stockholm
Case	Settlement of salaries and general terms and conditions for salaried employees during the period of the agreement from 1 May 2023 to 30 April 2025 (the Grey agreement, former Sif-Miaagreement)
Section 1	<p>The collective agreement concerning the current salaried employee agreement will be extended for the period from 1 May 2023 to 30 April 2025 with the following amendments and additions.</p> <p>Appendix 1 Salaries and negotiation procedure Unionen Appendix 2 Local salary agreement Unionen Appendix 3 Salaries and negotiation procedure Swedish Association of Graduate Engineers Appendix 4 Editorial changes</p>
Section 2	<p>For the year 2023 there will be no increase in the deposition to Flex Pension. In accordance with the principles laid down in the agreement of 22 February 2017, 0.2 percent supplementary premium shall be paid to Flex Pension in Service Companies from 1 May 2024 . The supplementary premium thus amounts to a total 1.3 percent as of 1 May 2024.</p>

The parties note that Appendix 1 to the collective agreement, Agreement on allocation to Flexpension in Service Companies, has been edited by agreement during the previous agreement period. The parties agree that the supplementary agreement amending section 7 Flexpension in Service Companies shall apply from 1 January 2023.

Section 3 The total value of this contact area, including the value of the special increase of the minimum wages 2023, is for the period 7,4 percent.

Section 4 The negotiations have been declared completed.

Stockholm, 26th April 2023

For the Media Industries Employers Association

Maria Möller

Anna Paulsson

For the Swedish Association of Graduate Engineers

Hanneli Lindholm

For Unionen

Lise Iderström

Elin Svensson

(Unionen) Salaries

1.1 Overall objectives of salary-setting

Salary-setting is an important incentive for good work performance, good results and individual development. Salary-setting consequently contributes to the achievement of targets, productivity and increased profitability as well as a driver of development in the company, which creates the conditions for good salary development and employment security.

Salary-setting is linked to the company's overall goals and takes place in the light of the company's overall economic and market preconditions and employees' work, performance and development as well as relevant factors in the business environment.

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

A trusting working co-operation between the company's management, executives, salaried employees and local trade union representatives is a precondition for good salary-setting.

On the basis of this agreement, the company's salary policy and the company's conditions and needs, the parties must plan the salary review by going through the preconditions, goals and focus as well as forms, etc. Where representatives of Unionen have not been notified to the employer, the employer co-operates instead directly with the employees, where appropriate, and performs the salary process in accordance with this agreement.

1.2 Rules for salary-setting

Starting points

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

It is of utmost importance for the companies' development and competitiveness that they 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 salaries are not developed appropriately, special attention must be paid to them.

If necessary, the parties may, in connection with establishing a timetable, commence negotiations by reviewing the content of this agreement in order to eliminate any unclear points.

Items for discussion during review and planning:

- experience of the salary process and previous salary reviews
- the economic and market preconditions
- the current salary structure and future needs for change that are identified
- how the salary process shall prevent there being non-objective pay differences on the basis of gender
- objectives and priorities and associated salary criteria for the future salary review on the basis of the desired salary structure and the needs for change that have been identified
- forms and conditions for the salary review
- timetable for the salary process

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

In connection with the salary survey and analysis pursuant to the Discrimination Act, the local parties should find and develop methods of collaboration.

The individual salary system

The salaries must be individual and differentiated.

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

The employer and the salaried employee have joint responsibility for skills development. Increased knowledge and experience allow the salaried employee to develop in order to perform tasks that are more demanding and require more responsibility.

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

Salary-setting, general

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

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

- the content of the tasks, the degree of difficulty and the responsibility connected therewith plus the salaried employee's performance and ability to meet targets
- financial responsibility
- operational responsibility
- staff responsibility
- knowledge and experience
- ability to lead, take initiative and work with others, plus
- the salaried employee's inventiveness and pedagogical 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 demanding tasks requiring more responsibility, a salary increase beyond the general scope must be given.

Development Talk

Managers and salaried employees must hold development talks every year. Development talks between managers and salaried employees are a necessary means of obtaining a basis for assessing development initiatives and salary-setting for salaried employees. The talks are held on the initiative of the employer. The aim is to establish development needs and individual goals in a dialogue with the salaried employee.

Development talks normally comprise:

- follow-up on previous reviews
- the working situation and questions related to health and safety
- tasks, responsibility, possible changes in the content of the work
- the company's need for skills in the short and long term and the salaried employee's needs and wishes for skills development
- evaluation of the past year as well as expected results and individual goals.

The employer and the individual salaried employee share responsibility for the salaried employee's skills development. Development talks or their equivalent constitute an important basis for planning skills development. The results of the development talk, including skills development planning, are documented appropriately by the employer and the employee.

Salary talk

Salary talks are held between the manager and the salaried employee. The talk is held on the initiative of the employer.

The salary talk is a dialogue about salary based on the salaried employee's work, results and development as well as his or her contribution to operations in the past year. The development talk forms the basis for the salary talk.

Salary talks normally comprise:

- a review of the salaried employee's tasks, responsibility, performance and any changes in the content of the work as well as development and performed skills development
- follow-up on the salaried employee's goals and goal achievement, results and contribution to the company's operations and operational development
- the salaried employee's salary in relation to the company's salary policy, salary-setting criteria, salary structure, etc.
- the individual salary development in the current salary review and how the salaried employee can influence salary development in the future.

Establishment of new salary negotiation procedure

The parties agree on the following negotiation scheme for pay revision as at 1 May 2023 and 1 May 2024.

- a) Salaried employees must notify the company in writing, no later than 25 August 2023 or 9 February 2024, respectively, of the members concerned and representatives appointed by them.

No later than 15 September 2023 or 1 March 2024, 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 29 September 2023 or 15 March 2024, respectively.

The local negotiations on pay-setting must be started as soon as possible and be concluded no later than 13 October 2023 or 29 March 2024, 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 Media Industries Employers Association and Unionen no later than 27 October 2023 or 12 April 2024, respectively. After which it is up to 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.

Communication of new salary (reasoning behind salary)

After the new salaries have been fixed in accordance with the negotiation procedure, the manager informs 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 development and salary talks that the manager and the salaried employee have held.

Actions in connection with low salary increase

The starting point is that everybody contributes to the company's business and development and must therefore have a salary increase in connection with the salary review. Salaried employees who do not perform well enough or do not achieve set goals can receive no salary increase or a noticeably low salary increase.

Where a salaried employee has received no salary increase or a noticeably low salary increase, special deliberations must be held between the manager and the salaried employee concerning his or her preconditions to perform the work tasks, the need for skills improvement actions or other appropriate actions.

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

An action plan must be drafted 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 show the action plan to the local trade union and discuss it with them. The actions in the plan must aim to give the salaried employee the conditions for positive salary development from that point 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 development talk.

In order to be able to draft an action plan two years in a row, the employer must first request consultation with the local trade union.

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

Salary-setting in connection with recruitment and promotion

- The local parties should, within the framework of the company's salary policy, co-operate on how salary should be set in connection with recruitment and changes in work tasks/promotion.
- If the local trade union so requests, the employer's decision on a suitable starting salary for the person in question must be preceded by consultation. The local parties should find rational forms for this co-operation.
- The starting 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 salary 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 work 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 managerial salaried employees and subordinate staff who do not have a specialist position. When setting 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 within their work/professional field must not have less favourable salary development than salaried employees with less experience.
- Salaried employees who have taken or take parental leave must not have less favourable salary development than other salaried employees in the company due to the leave.
- Where a salaried employee has not received an acceptable salary increase, special deliberations must be held between the salary-setting manager and the salaried employee concerning his or her ability to perform the work tasks and need for skills enhancement actions or other appropriate actions.

1.3 Calculation of scope for individual salary increases

The total scope for individual salary increases is calculated as 4,1 %, and 3,1 % of the total of fixed cash salaries for salaried employees on 30 April 2023 and 30 April 2024, respectively.

Distribution of individual salary increases

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

Individual salary increases must be given as from 1 May 2023 and 1 May 2024.

1.4 Minimum salaries

If a salaried employee, no later than on 30 April 2023 and 30 April 2024, respectively, has turned 20 or 24, respectively, his/her salary must be minimum:

	20 years	24 years
2023	SEK 20,081	SEK 23,054
2024	SEK 20,704	SEK 23,769

The salaried employee's contribution to the scope is used to obtain the applicable salary amount. If the sum is not enough to obtain the salary amount, the remainder must be contributed outside the available framework 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 their part-time percentage of full-time 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 forms of variable 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, under section 2.2, otherwise exempted 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 about the salary is made.

1.5 Introductory salary

Introductory salary can 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 a minimum of 75 % of the minimum salary for salaried employees who have turned 20. Introductory salary may be paid for a maximum of 12 months, however 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 April 2023 and 30 April 2024, respectively.

2.2 Exemption of certain categories

The pay revision does not cover salaried employees who, on 30 April 2023 and 30 April 2024, respectively.

- have not turned 18 years of age or
- are employed as a substitute or trainee or in some other capacity for a specific term, 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 or
- have employment that constitutes ancillary occupation or
- remain employed by the company after they have reached 69 years of age or were employed by the company after they reached the pensionable age applied at the company.

Agreement can be made to give a salary increase to a salaried employee who is exempted from the salary agreement as above. In that case, the provisions in this salary agreement must serve as a guideline.

If a salaried employee who, on 30 April 2023 or 30 April 2024, 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 April 2023 or 30 April 2024, 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 May 2023 or 1 May 2024, 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 2022 or 1 November 2023, 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.

2.5 Salary review already carried out

If, pending this salary agreement, the company has already given general and/or individual salary increases, the increases must be set off against what the salaried employee receives when section 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 operations in different locations or has several units in the same location, the following applies to the calculation of the scope for salary increases in accordance with section 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 per 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 May 2023 or 1 May 2024, 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 development of their remuneration to follow that of other salaried employees in the long term, taking into account the fact that it is the nature of these forms of salary that the annual remuneration for individual salaried employees can vary.

5 Certain pension issues

5.1 Pensionable salary increases

If a salary increase is given to a salaried employee specified in section 2.3 who is entitled to a pension, the increase must not be pensionable. If the employment is terminated due to retirement, 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 May 2023 and 1 May 2024.

(Unionen) Local salary agreement

Introduction

The traditional central salary agreement specifies how salary increases are to be calculated, for example in SEK, percentage and distribution of salary pots. This agreement is an alternative and does not specify such rules. The employer and the local trade union together agree on how the negotiations will take place, the salary scope as well as 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 25 August 2023 or 9 February 2024, respectively.

Local salaried employee party under this agreement means the local salaried employee union or, where there is none, the trade union representative with the authority to negotiate salaries.

Information about 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 salary review, 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 prospects, the finances of the various profit units, sales statistics, etc.

A joint assessment must also cover the salary situation in the company, for example salary development in the past two years, "internal salary statistics" and salary differences between different groups, for example men and women.

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

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

Rules for salary-setting

Starting points

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

It is of utmost importance for the companies' development and competitiveness that they 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 salaries are not developed appropriately, special attention must be paid to them.

The individual salary system

The salaries must be individual and differentiated. Market forces and the local parties' perception of a certain salary structure in the company also affect the 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 in order to perform tasks that are more demanding and require more responsibility.

It is highly important that the factors that affect a salaried employee's salary are assessed as objectively as possible. Development talks may be a means of obtaining the grounds for assessing development initiatives and salary-setting for salaried employees.

Salary-setting

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

- the content of the work tasks, the level of difficulty and the responsibility in connection therewith, plus
- the salaried employee's performance and approach to meeting the requirements made
- financial responsibility.

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

- knowledge and experience,
- ability to lead, take initiative and work with others, plus
- the salaried employee's inventiveness and pedagogical skills.

Salary increases

- It is extremely important for the company to have a well developed and established salary policy.
- If a salaried employee has been given more demanding tasks requiring more responsibility, this must be reflected in their salary.
- Salaried employees who have been given completely or partially new work 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 shall be distributed on the basis of the above considerations.

Salary conditions

- There must be a difference in salary between managerial salaried employees and subordinate staff who do not have a specialist position. When setting 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 setting.
- Salaried employees with extensive experience in the company within their work/professional field must not have less favourable salary development than salaried employees with less experience.
- Salaried employees who have taken or take parental leave must not have less favourable salary development than other salaried employees in the company due to the leave.
- Where a salaried employee has not received an acceptable salary increase, special deliberations should be held between the salary- setting manager and the employee concerning his or her ability to perform the work tasks, his or her working conditions, his or her need for skills enhancement actions or other appropriate actions.

Starting salaries

Starting salaries means salary-setting at the time of recruitment, on promotion and when a salaried employee is given new work tasks in the company.

- A starting 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 starting salary must be fixed according to the grounds of the individual salary system and the principles for starting salaries outlined above. Increased skills and experience must result in salary development.
- If the local trade union so requests, the employer's decision on a suitable starting salary for the person in question must be preceded by consultation. The local parties should find rational forms for this co-operation.

Negotiation procedure

The negotiation procedure below applies:

1. No later than on 25 August 2023, no later than on 9 February 2024, 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 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 procedure 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 section 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 15 September 2023 or 1 March 2024, respectively, start negotiations under the central salary agreement.

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

Procedure and managers' responsibility

Managers must discuss work results and their link to salary-setting with each of their employees. Central parties concerned must prepare joint material that can be of assistance in such discussions.

Each manager must devote particular care to the employees who, in the company's opinion, do not achieve the goals 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 work allocation and organisation of work. A separate plan for such initiatives must be drawn up.

If a local salaried employee party or concerned member so requests, the local salaried employee party must contribute to any changes/development initiatives that may be needed to achieve a positive change in work 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 cite non-achievement of goals by an individual salaried employee if no opportunities were provided for development initiatives.

Evaluation of the salary review

The employer and the local salaried employee party must perform a joint evaluation after the salary review 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 salary-setting without a traditional central salary agreement.
- The managers' ability to inform their employees about the new salary in relation to their work tasks and performances.
- Results of separate development initiatives for specific salaried employees.
- For example, have non-objective salary differences between men and women been corrected? Comparison with what is known about salaries at competitors in the industry.
- Comparison with salary development in previous years in the company.
- Changes that need to be made to continue with the local salary agreement for the next agreement term.

Each party may also make separate evaluations to find out how their own goals and expectations were met.

(Swedish Association of Graduate Engineers)

Salaries and negotiation procedure, the Swedish Association of Graduate Engineers

Scope of the agreement

The agreement applies to members of the Swedish Association of Graduate Engineers and other SACO associations affiliated with PTK who are employed by a company affiliated with the The Swedish Media Employers' Association and covered by the collective agreement.

The local employee party in this agreement is called the graduates' association. The graduates' association acts as *one* party locally and centrally.

1 Salaries

1.1 Local salary-setting

Local salary-setting depends on the local circumstances that create the company's financial conditions and the individual member's contribution to the business. Salary-setting is therefore a natural part of a process of productivity and income generation and is designed to stimulate improved performance.

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

1.2 Assumptions

The joint principles for salary-setting under this agreement assume that the local parties conduct an examination of the agreement's intentions and application at the company. With their knowledge of the company's conditions, the local parties must participate in the salary-setting by means of mutual consideration and understanding.

Prior to each salary review, the respective local party shall present their assessment of the financial conditions of the company.

1.3 Transfer of party status

If there is no local salaried employee union at the company, the individual member assumes the role of negotiating party on the employee side.

1.4 Evaluation

Following completion of a salary review, the parties shall conduct a joint evaluation.

2 Rules for salary-setting

For members of the graduates' association, the following rules on local salary-setting apply.

2.1 Starting points

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

It is of utmost importance for the companies' development and competitiveness that they 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 salaries are not developed appropriately, special attention must be paid to them.

2.2 The individual salary system

The salaries must be individual and differentiated.

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

The employer and the salaried employee have joint responsibility for skills development. Increased knowledge and experience allow the salaried employee to develop in order to perform tasks that are more demanding and require more responsibility.

It is highly important that the factors that affect a salaried employee's salary are assessed as objectively as possible.

Factors that influence individual salary-setting must of course be gender-neutral.

On the initiative of the employer, every manager and salaried employee must hold development talks every year, the purpose of which is to develop the salaried employee and to provide the basis for the annual salary-setting.

In connection with the salary survey and analysis pursuant to the Discrimination Act, the local parties should find and develop methods of collaboration.

2.3 Salary-setting, general

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

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

- the content of the work tasks, the level of difficulty and the responsibility in connection therewith, plus
- the salaried employee's performance and ability to meet goals
- 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 pedagogical skills
- salary increases for individual distribution are distributed on the basis of the rules in this appendix
- if a salaried employee has been given more demanding tasks requiring more responsibility, a salary increase beyond the general scope must be given.

2.4 Salary-setting in connection with recruitment and promotion

The local parties should, within the framework of the local salary policy, co-operate on how salary should be set in connection with recruitment and changes in work tasks/promotion.

If the local trade union so requests, the employer's decision on a suitable starting salary for the person in question must be preceded by consultation. The local parties should find rational forms for this co-operation.

The starting 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 salary 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 work 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.

2.5 Salary conditions

There must be a difference in salary between managerial salaried employees and subordinate staff who do not have a specialist position. When setting 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 within their work/professional field must not have less favourable salary development than salaried employees with less experience.

The salary-setting principle must not be discriminatory. Employees on parental leave are covered by the annual salary review. Non-objective pay differences must be eliminated. The same valuation and application in relation to salary-setting must apply to both women and men.

Where a salaried employee has not received an acceptable salary increase, special deliberations must be held between the salary-setting manager and the salaried employee concerning his or her ability to perform the work tasks and need for skills enhancement actions or other appropriate actions.

3 Local salary review

The parties agree on the following procedure for salary review as at 1 May 2023 and 1 May 2024.

a) Introduction

The parties shall jointly establish the goal and schedule for the salary review and discuss the issues which the parties wish to address under points 1 and 2 above.

b) Information on members

The local salaried employee union must notify the company in writing, no later than 25 August 2023 or 9 February 2024, respectively, of the trade union members concerned and representatives appointed by them. The employer must, as soon as possible, and no later than 14 days thereafter, provide a list of the salaries of the members concerned.

c) Individual salary talk

The salary talk is a key part of the salary-setting process in the company and part of the salary review. The focus is on creating a process in which a salaried employee's performance, expertise and capabilities are linked to his or her individual salary development. It gives salaried employees the opportunity to influence their own salary development.

Every salaried employee, even those on parental leave, must annually be given the opportunity for such a talk with his or her salary-setting manager.

The aim of the salary talk is to clarify

- the new salary
- the company's salary policy and criteria for individual salary-setting
- the salaried employee's work tasks, how these have changed and what results have been achieved
- set targets for the member as related to the company's operational goals
- new targets for the member's performance at work
- the salary in relation to the working situation and individual development and any changes to the work tasks and areas of responsibility.

If either party so requests, the new salary shall be documented. The result of the salary talk shall serve as the basis for local negotiations. If central negotiations are not initiated, the agreement on a new salary, in line with the salary talk, shall apply.

d) Local negotiations

Local negotiations are conducted between the company and the local salaried employee union.

The local salaried employee union or equivalent may leave it to the individual member to conduct individual negotiations with the employer in the salary talk. If there is disagreement, and the member so requests, the negotiations shall be switched to the local parties. The result of this negotiation will become valid once the graduates' association has concluded its negotiations or, if central negotiations are requested, once these are concluded.

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

Local negotiations must commence in as good time before the revision date as possible and be concluded no later than 29 September 2023 or 15 March 2024, respectively. Minutes must be kept of the negotiations.

e) Evaluation

The local parties carry out a review of the salary process after the salary review has been implemented.

Note

The local parties are entitled to agree to deviate from the procedure specified under a) – e).

4 Scope

This salary agreement covers salaried employees who began their employment at the company no later than on 30 April 2023 and 30 April 2024, respectively.

4.1 Exemption of certain categories

The salary review does not cover salaried employees who, on 30 April 2023 and 30 April 2024, respectively,

- have not turned 18 years of age or
- are employed as a substitute or trainee or in some other capacity for a specific term, 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 or
- remain employed by the company after they have reached 69 years of age or were employed by the company after they reached the pensionable age applied at the company.

Agreement can be made to give a salary increase to a salaried employee who is exempted from the salary agreement as above. In that case, the provisions in this salary agreement must serve as a guideline.

If a salaried employee who, on 30 April 2023 and 30 April 2024, respectively, was employed as a substitute or on probation and is not covered by the salary review 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 guideline when determining the salaried employee's salary.

A salaried employee who, on 30 April 2023 and 30 April 2024, respectively, is on leave of absence for at least three months onwards for any reason other than sickness or parental leave is exempted 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.

4.2 Salaried employees who have terminated their employment

If a salaried employee has terminated his or her employment on 1 May 2023 or 1 May 2024, respectively, 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 salary review has been implemented. If the salaried employee fails to do this, he or she is no longer entitled to receive a salary increase under this salary agreement.

4.3 Employment agreement on 1 November 2022 or 1 November 2023 respectively,

If, on 1 November 2022 or 1 November 2023, respectively, or later, the company and a salaried employee have entered into an employment agreement and thus also a specific salary, and they have also expressly agreed that the agreed salary is to apply regardless of the salary review in 2023 and 2024 the salaried employee will not be covered by the salary agreement.

4.4 Salary review already carried out

If, pending this salary agreement, the company has already given general and/or individual salary increases, the increases must be set off against what the salaried employee receives when section 3 b) is applied, unless expressly agreed otherwise in a local agreement.

5 Application rules

5.1 The term “company”

Where a company has its operations in different locations or has several units in the same location, the following applies to the calculation of the scope for salary increases. 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 per company unit.

5.2 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 where 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. The conversion must be applied to the average salary increase for salaried employees at the company, unless it is locally agreed that the conversion shall be applied individually for each salaried employee.

5.3 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 May 2023 or 1 May 2024, respectively, or later, the salaries for the salaried employees concerned must be changed in proportion to the change in working hours.

6 Commission

For salaried employees paid in commission and bonuses, the aim should be for the development of their remuneration to follow that of other salaried employees in the long term, taking into account the fact that it is the nature of these forms of salary that the annual remuneration for individual salaried employees can vary.

7 Certain pension issues

7.1 Pensionable salary increases

If a salary increase is given to a salaried employee specified in section 4.2 who is entitled to a pension, the increase must not be pensionable. If the employment is terminated due to retirement, the increase must, however, be pensionable.

7.2 Notification of pensionable salary

Companies must notify Collectum or PRI respectively of any salary increase in accordance with section 3 b) from 1 May 2023 and 1 May 2024 as pensionable salary.

8 Negotiation procedure

8.1 Local negotiations

The local salaried employee union or equivalent may leave it to the individual member to conduct individual negotiations with the employer in the salary talk. If there is disagreement, and the member so requests, the negotiations shall be switched to the local parties. The result of this negotiation will become valid once the graduates' association has concluded its negotiations or, if central negotiations are requested, once these are concluded.

If there is no local salaried employee union at the company, the individual member assumes the role of negotiating party on the employee side.

Local negotiations must start in as good time before the revision date as possible and be concluded no later than on 29 September 2023 or 15 March 2024, respectively.

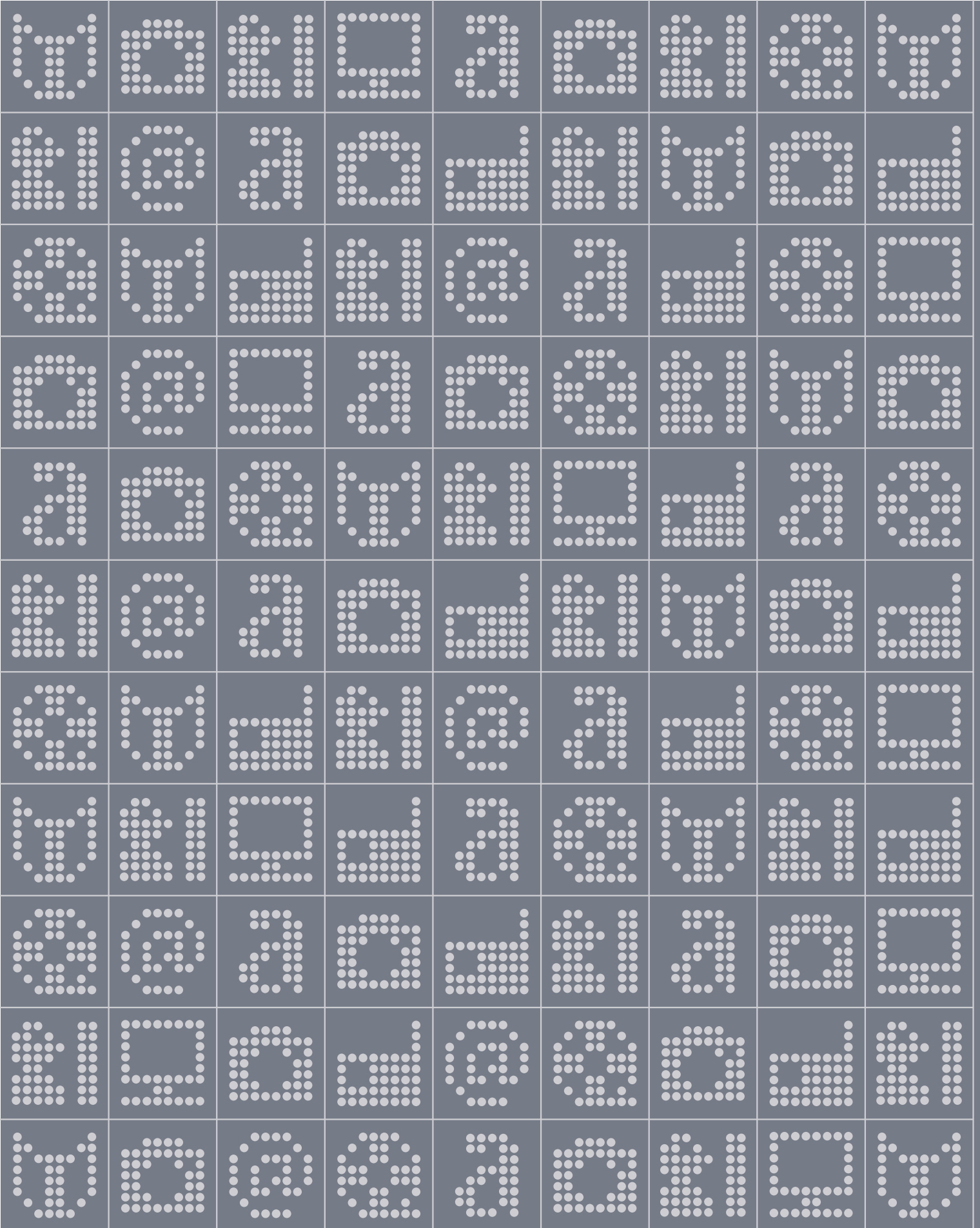
8.2 Central negotiations

If the local negotiation does not lead to settlement, it may be referred for central negotiation between the The Swedish Media Employers' Association and the Swedish Association of Graduate Engineers.

A request for such central negotiation must be made in writing to the The Swedish Media Employers' Association and the Swedish Association of Graduate Engineers no later than 27 October 2023 or 12 April 2024, respectively. Thereafter, it is up to the the Swedish Media Employers' Association and the Swedish Association of Graduate Engineers to agree, without delay, a suitable day for the parties for central negotiations.

If the central parties are unable to agree in the central negotiations on the salary review as at 1 May 2023 and 1 May 2024 respectively, the level of the members' total salary increases is fixed at 4.1 % and 3.1 % which is distributed by the employer locally.

The parties agree that the third paragraph in this section may not be invoked for companies that only have one or just a few members who are represented by the Swedish Association of Graduate Engineers/the graduates' association. However, the salary agreement must serve as a guideline and apply in its remaining parts.



The agreement can be downloaded
in www.arbetsgivarguiden.se

Order no: 6563 2305

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