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COLLECTIVE AGREEMENT ON WAGE FORMATION FOR INDEPENDENT SCHOOLS AND PRE-SCHOOLS AS WELL AS COMMISSIONED EDUCATION BETWEEN ALMEGA SERVICE EMPLOYERS ASSOCIATION AND THE SWEDISH TEACHERS' UNION 72

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T. nos. 601, 602

List of separate agreements that are not included in the printed agreement:

- ITP retirement pension agreement
- Agreement on group life insurance (TGL)
- Work injury insurance (TFA)
- SAF-PTK end of employment assistance agreement

The above-mentioned collective insurance arrangements apply unless the parties to the collective agreement have agreed otherwise in individual cases.

In schools/preschools where the contract entered into force before 1 July 1996, other rules on collective agreement insurance may apply.

- Development agreement
- Agreement on social security for administrators during service abroad
- Agreement on the right to employees' inventions (SN-PTK)
- Agreement on the use of non-competition clauses in employment contracts (SN-PTK)
- Agreement on arbitration in invention and non-competition disputes (SN-PTK)

1 Scope

This agreement covers all teachers engaged in area of the teachers' agreement in the leisure activities, preschools, schools and commissioned education companies affiliated to Almega Service Employer Association.

Shaded sections of the collective agreement refer to specific employment terms for teachers with recess pay.

1:1 Affiliation procedure

A written request by either party is required for the agreement to enter into effect with respect to a company. The agreement enters into force as of the first day of the following month and shall apply between the parties stated in the request.

Comment

This applies on the condition that the employee organisation has members at the company.

1:2 Travel and service abroad

The terms and conditions for travel or service abroad shall be governed by a separate agreement or special rules.

Furthermore, the 'Agreement on social security for employees during service abroad' shall apply to those employees covered by that agreement.

1:3 Exceptions to the agreement

The agreement does not apply to employees in managerial or similar positions (who are exempt from the *LAS*, the Swedish Employment Protection Act).

2 General conditions

2:1 Definitions

The following definitions apply throughout this agreement.

- **Monthly salary** = fixed monthly salary in cash + any fixed supplements.
- **Weekly working hours** = average number of hours worked per normal business week.
- **Weekly working hours for teachers with recess pay** = 40 hours on average per normal business week. Weekly working hours for calculations under this agreement (sick pay, etc.) are the same as the regulated working hours, i.e. 35 hours.
- **Daily salary** = monthly salary x 12/365
- **Hourly salary** = monthly salary x 12/52 x weekly working hours.
Hourly salary may be calculated using the divisor 167 in cases where the employment is for certain work where annual working hours are less than 40% of annual working hours for full-time employment.
- **Working year for teachers with recess pay** = the period during the year when the teacher is obliged to work.

2:2 Obligations of employee and employer

The employer and the employee shall demonstrate mutual respect, loyalty and trust. The employee shall observe discretion regarding the company's affairs. Employees shall not perform work, on their own behalf or on behalf of others, that competes with the company. Furthermore, employees shall not undertake any assignments or conduct any activities that may adversely influence their work. Employees shall first consult the employer before proposing to undertake incidental employment of a more extensive kind.

Employees are entitled to undertake state, municipal and union commissions of trust.

2:3 Duty of confidentiality

The certificate of employment should note, when applicable, any special duty of confidentiality that may apply, depending on the nature of the activity.

3 Types of employment

Fixed-term employment is governed by this collective agreement, which in every respect supersedes the rules on fixed-term employment in the Swedish Employment Protection Act. As to the right of priority to re-employment, the Swedish Employment Protection Act is applicable, unless otherwise stated.

An employment is permanent unless the employer and the employee have agreed that the post is to be fixed-term, as indicated in the following.

3:1 Probationary employment

For employment agreements concluded before 1 January 2024:

The maximum period for probationary employment is six months.

Probationary employment shall cease one month after written notice from either party. The employment shall automatically be transformed into indefinite-term employment if such notice has not been given within six months.

Advance notice shall be given to the union organisation to which the employee belongs 14 days before the employment ceases.

If the employee is absent for more than six days, the employer and the employee may agree on a corresponding extension. A recess period or vacation is also considered to be absence. Probationary periods may not be extended by reference to the recess period if the probationary period has been in effect and the employee has been present for at least five months.

For employment agreements concluded on or after 1 January 2024:

Agreements as to probationary employment may be entered into where the objective is that the employment after the probationary period is to become indefinite-term employment. No specific requirements are set regarding the need for probationary employment. Any such agreement, however, may extend to no more than six months. If the employee has been absent during the probationary period, the employment may by agreement be extended by a period corresponding to the period of absence. A recess period or vacation is also considered to be absence. Probationary periods may not be extended by reference to the recess period if the probationary period has been in effect and the employee has been present for at least five months. If the employee immediately prior to the probationary employment has been employed in a similar position at the company but in an agreed fixed-

term or substitute employment, the probationary period of the employment is to be reduced by a corresponding degree.

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

If the employer or the employee does not wish for the employment to continue after the end of the probationary period, written notice to that effect shall be given not less than two weeks before the end of the trial period. If such notice has not been given no later than by the end of the probationary period, the probationary employment becomes indefinite-term employment. Advance notice shall be given to the union organisation to which the employee belongs 14 days before the employment ceases. The above provisions apply to employment agreements concluded on or after 1 January 2024.

Comment

The purpose of extending the probationary period in case of absence is to allow the parties to assess whether the employment should continue after the end of the probationary period.

3:2 Other fixed-term employment

The employer and employee may agree on fixed-term employment in the case of:

1 Substitute employment

Such employment consists of substitute employment during the absence of another employee. Substitute employment does not convert to indefinite-term employment for employees hired as substitute teachers but not qualified under the Swedish Education Act.

Comment

If a need arises for a substitute employment, it should first be investigated whether the situation could be resolved by increasing the working hours of a part-time employee. Any such increase in working hours shall not be regarded as extra hours within the meaning of the Swedish Working Hours Act.

2 For general fixed-term employment (agreements concluded before 1 January 2024)

Such appointment is for a general fixed-term agreement. If the employee has been employed by the employer on a fixed-term

agreement for a total of more than 24 months over a five-year period, the employment is converted into an indefinite-term agreement. A general fixed-term agreement does not convert into an indefinite-term agreement period for employees where the special terms stated in the Swedish Education Act concerning employment as a teacher, pre-school teacher or teacher in after-school care have not been satisfied.

Fixed-term employment agreement (agreements concluded on or after 1 January 2024)

A fixed-term employment agreement does not convert into an indefinite-term agreement period for employees where the special terms stated in the Swedish Education Act concerning employment as a teacher, pre-school teacher in after-school care have not been satisfied.

3 Fixed-term for minor part-time period

Such employment consists of work where annual working hours are at most 40% of annual working hours for full-time employment. Such employment does not afford any priority right under § 25 of the Swedish Employment Protection Act.

4 Fixed-term during recruitment

Such employment consists of a specific period during the recruitment process pending the position being filled. Such employment does not afford any priority right under § 25 of the Swedish Employment Protection Act.

5 Fixed-term on attainment of retirement age

This type of appointment concerns employees who have reached the normal retirement age under the ITP plan (currently 65 years).

6 Fixed-term for unqualified teachers

This type of appointment concerns employees employed for a fixed term, where the special conditions of the Swedish Education Act regarding employment as a teacher, pre-school teacher or teacher in after-school care have not been satisfied. Such employment does not afford any priority right under § 25 of the Swedish Employment Protection Act.

7 Fixed term by local agreement

A local agreement may be concluded for fixed-term employment other than as stated above. In connection with the above-mentioned forms of fixed-term employment, a further form of fixed-term employment applies to teachers employed for work in commissioned education

activities: Such employment does not afford any right of priority under § 25 of the Swedish Employment Protection Act.

8 Project employment

Employer and employee may agree on fixed-term employment to satisfy particular needs in the education sector for education or project-related assignments. In such cases, the term of the project/sub-project may not exceed 12 months. This period may be extended further by a local agreement. Such employment does not afford any priority right under § 25 of the Swedish Employment Protection Act.

9 Conversion rule for substitute posts and fixed-term employment

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

***Comment:** For those who have attained the regular retirement age, an agreed fixed-term or substitute employment is not converted to indefinite-term employment.*

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

Transitional rule for substitute and fixed-term employment started before 1 January 2024

The above employment rules will enter into force on 1 January 2024. In the case of employment agreements entered into prior to 1 January 2024, the previous rules on such employments are applicable in their entirety. As regards fixed-term and substitute employment, the following specific rules apply as to calculation of the period of employment for the purposes of conversion to indefinite-term employment.

Any period of substitute employment entered into under the former

rules is taken into account at conversion as specified in subs. 9 as regards any period of employment beginning on or after 1 January 2024.

Any period of fixed-term employment entered into before 1 January 2024 is also taken into account at conversion as specified in subs. 9 as regards any period of employment beginning on or after 1 January 2024.

Clarification:

The forms of employment that do not afford any priority right are not subject to the requirement of notification to the employee and notice to the trade union organisation. Notification and notice shall be given to employees with a priority right if the duration of employment is more than 12 months in the past three years when the employment expires and is not renewed.

3:3 Premature cessation of fixed-term employment

The following applies to agreements concluded before 1 January 2024.

Fixed-term employment may cease before the time intended at the time of employment. The employment shall cease one month, or other period agreed by the parties, upon written notice by either party. However, the employer may not give such notice after six months have elapsed since the start of employment. If the employer wishes for a fixed-term employment to cease after six months of employment, objective reasons are required under § 7 of the Swedish Employment Protection Act. For this provision to apply, the individual certificate of employment must state that such employment may be terminated by giving notice in the manner stated above.

Advance notice shall be given to the union organisation to which the employee belongs 14 days before the employment ceases.

The following applies to agreements concluded on or after 1 January 2024.

Fixed-term employment may cease before the time intended at the time of employment. The employment shall cease one month, or other period agreed by the parties, upon written notice by either party. However, the employer may not give such notice after six months have elapsed since the start of employment. If the employer wishes for a fixed-term employment

to cease after six months of employment, objective reasons are required under § 7 of the Swedish Employment Protection Act.

Advance notice to a union organisation is not required. The above provisions apply to employment agreements concluded on or after 1 January 2024.

Comment

If an employee obtains several fixed-term contracts in direct succession, termination may be made during the first six months of employment. This does not apply if the employee is employed in a different unit or in a different position.

Comment 2:

The employer and employee may agree in writing that a fixed-term employment cannot be terminated on notification by either party.

3:4 Certificate of health

If requested by the employer, the employee shall provide a certificate of health from a physician appointed by the employer prior to the start of employment.

The employer shall pay for the certificate.

3:5 Opting out from indefinite-term employment

Employees may, by written agreement with the employer, waive the right to convert from fixed-term to indefinite-term employment. Any such agreement is valid for six months. Employees may thereafter again waive their right to indefinite-term employment in accordance with this rule.

4 Working hours

4:1 Regular working hours

Regular working hours for full-time employment are 40 hours on average per normal business week over a calculation period of six months, unless otherwise stipulated in the following.

A different calculation period may be agreed locally.

Comment

In the case of term-time activities, the calculation period starts at the beginning of the working period following the particular term.

4:2 Longer working hours during part of the year

Normal working hours may exceed 50 hours per week if a local agreement has been concluded to that effect. Average working hours per calendar year/working year may not exceed 40 hours on average per normal business week (see 4:1).

4:3 Working hours schedule

A working hours schedule shall be drawn up following consultation between employer and employee, specifying the beginning and end of the working hours, as well as the scheduling of rest periods.

A new working hours schedule should be posted no later than two weeks before it enters into force, unless otherwise agreed with the local union organisation at the workplace or, if there is none, with the employees concerned.

If a full-time employee, or a part-time employee with average working hours of at least 16 hours/week, who works according to a certain schedule, is ordered to work according to a different schedule, the working hours of the latter schedule shall constitute regular working hours.

This shall also apply if the working hours in the employee's own schedule are staggered or if the scheduling of free days is changed.

Any change in accordance with the above shall be made no later than the day before the intended change.

If it is not possible to post a new working hours schedule no later than two weeks before it is to enter into force, a special salary supplement will be paid for the working hours scheduled outside the hours of the old schedule. The salary supplement will include holiday pay and will be paid for ten days from the instruction, as shown below:

1 November 2023: SEK 18.30 per hour

1 November 2024: SEK 18.90 per hour

4:4 Teachers' working hours and job content

Scheduling of working hours and structuring of job content will be planned before each working year or term and must be carried out in

consultation between the employer and the teacher/team of employees concerned (see also section 4:3 regarding working hours schedules).

When determining working hours and job content, the conditions of individual teachers, the subjects taught, tasks in addition to teaching, the nature of the post, trade union duties, competence development etc. shall be taken into account. It is in the interests of both teacher and employer that sufficient time be set aside for planning and follow-up work, irrespective of model for working hours, so that the teacher can perform his/her tasks in the best way possible. This enables good quality in activities to be achieved.

It is important that employer and teacher maintain continuous dialogue as to how working hours are used in relation to the teacher's tasks, in order to ensure that teachers are able to perform their tasks within the limits of their total working hours, including both regulated and non-regulated hours. In the event of any change in circumstances, the need for reprioritisation is to be agreed in discussions between manager and employee. This is part of the employer's responsibility for systematic work environment management, which aims to prevent ill-health and ensure a good working environment.

4:4:1 Working hours models

Local working hours agreement

Local parties are fully at liberty to conclude a local working hours agreement.

Holiday service

Regular working hours for full-time employment for teachers employed with holiday service are 40 hours on average per normal business week over a calculation period of six months.

A different calculation period may be agreed locally, e.g. per month or quarter.

Recess service

The following applies to teachers at compulsory and upper secondary schools (also applies to education for pupils with learning disabilities), who are employed with recess service, unless a local agreement to other effect is concluded. See also Appendix 2 to this agreement.

Working hours are 1,807 hours per year. This corresponds to 40 hours per normal business week on an annual basis for full-time employees. The employer is to schedule 1,360 of the 1,807 hours over 194 days per working year (regulated working hours). When scheduling the 1,360 hours, working hours may not exceed 35 hours per week on average, calculated over a period of six months. These working hours shall be allocated so that teachers shall to the greatest extent possible have an even workload over the working year. The remaining working hours (non-regulated) are primarily intended to be used for planning and follow-up work, unplanned parent and student contacts, competence development and other similar duties.

Comment

In the case of term-time activities, the calculation period starts at the beginning of the working period following the particular term.

4:4:2 Regular working hours for teachers within commissioned education

Regular working hours in full-time employment shall amount to 40 hours per normal business week over a calculation period of six months, unless an individual or local agreement is otherwise concluded.

4:4:3 Working hours for teachers working both within commissioned education and at schools

A written agreement between employer and employee is to be concluded prior to each academic year or, if necessary, each term. Such agreement shall regulate, among other things, the scheduling and allocation of working hours, leave, etc.

4:5 Deviations from the Swedish Working Hours Act (ATL)

Employees are subject to collective agreements concluded between employer and local employee organisation with respect to deviations from ATL in the following respects:

- § 5, second paragraph concerning limitation periods of more than four weeks.

Comment:

Current schedules may be maintained unchanged irrespective of the provision that a collective agreement is required in the case of limitation periods of more than four weeks.

- § 6 concerning on-duty hours
- § 7, second paragraph (§ 10, first paragraph) concerning equating compensatory leave with time worked
- § 8 concerning different ways of taking overtime and other limitation period for overtime
- § 10 concerning extra hours
- § 13, first paragraph concerning diurnal rest
- § 14, first paragraph concerning weekly rest
- § 15, third paragraph concerning scheduling of rest periods
- § 16 concerning exchanging rest periods for meal breaks in cases other than those stated in this agreement.

4:6 Compensation during regular working hours for work during ‘inconvenient working hours’

However, this does not apply to other time for teachers (non-regulated hours).

Scheduling times	Compensation/hour 01/11/2023	Compensation/hour 01/11/2024
Monday to Thursday 19.00 to 22.00	25.20	26.00
Monday to Thursday 22.00 to midnight and Tuesday to Friday from midnight to 06.00	50.50	52.20
Monday midnight to 07.00	62.40	64.40
Friday 19.00 to midnight and from midnight to midnight Saturday, Sunday, public holiday	62.40	64.40

From 16.00 to midnight on a business day immediately preceding Epiphany, 1 May, National Day, All Saints' Day or Ascension Day and from midnight to 07.00 on the business day immediately following Epiphany, 1 May, National Day or Ascension Day.	62.40	64.40
From 18.00 on Maundy Thursday, Midsummer's Eve, Christmas Eve or New Year's Eve to 07.00 on the business day immediately following the public holiday.	124.80	128.90

The compensation as above includes holiday pay.

Comment

By individual agreement, compensation for inconvenient working hours may be exchanged for a fixed monthly supplement, or agreed in conjunction with determination of salary.

4:7 Overtime

Overtime work, which confers a right to overtime compensation, shall be understood as meaning work that the employee has performed outside regular working hours for full-time employment applicable to the employee if

- the overtime work has been requested in advance or
- in cases where the work could not be requested in advance – the overtime work has subsequently been approved by the employer.

Any employee who is excluded from special overtime compensation as per 4:7:1 is also excluded from the provisions of the Swedish Working Hours Act.

4:7:1 Exclusion from special compensation for overtime work

An agreement may be concluded with a manager or with employees who are free to schedule their own working hours, to the effect that overtime compensation shall be paid instead through a higher salary and/or through three or five additional holiday days. Any such agreement shall be in writing.

Unless otherwise agreed, such agreement shall apply for one holiday year at a time. If a party wishes to terminate the agreement, that party shall notify the other party no later than two months before the end of the holiday year.

Furthermore, a person employed in a substitute post under a ‘revolving holiday schedule’ or in other similar situations is not entitled either to overtime compensation when transferring between substitute posts.

4:7:2 Calculation of overtime

If the overtime work has been performed before as well as after regular working hours on a particular day, the two overtime periods shall be added together. The calculation shall include half-hours started.

Compensation for inconvenient working hours and overtime compensation cannot be paid for the same period of time.

4:7:3 Compensation

Overtime work will be paid in cash or as leave, if the employee so wishes and, following consultation, the employer considers that this is possible in view of the needs of the activity. In the event of consultation, the employee’s wishes as regards when the leave is to be taken into account as far as possible.

Two hours immediately before and after regular daily working hours for a full-time employee: In other hours:

Compensation in cash (incl. holiday pay)

Monthly salary/94

Monthly salary/72

Compensation in leave:

1.5 hours

2 hours for each hour of overtime

Comment

If a local agreement has been concluded as per Appendix 2, overtime compensation in accordance with the table above will be paid for the hours in excess of 34 for each settlement period and for the hours in excess of 1,360 at the annual settlement.

4:7:4 Compensation for extra hours for part-time employees

If a part-time employee has performed work in addition to the regular daily working hours applicable for the part-time employment, each of these hours shall be compensated (including holiday pay) as follows:

$$\frac{\text{Monthly salary}}{3.5 \times \text{the number of part-time working hours per week}}$$

Both periods of extra hours shall be added together if extra hours of work have been performed both before and after regular working hours on a particular day. Only full half-hours are included in the calculation.

Part-time employees will receive overtime compensation for working hours that exceed standard working hours for full-time employees in an equivalent post.

Cash compensation for each excess hour for teachers with recess pay including holiday pay will be paid as follows:

$$\frac{\text{Monthly salary}}{3.5 \times \text{level of employment} \times 40}$$

Following agreement between employee and employer, extra hours may be compensated through compensatory leave and in that case by one hour for each extra hour worked.

4:7:5 Part-time work up to full-time

Part-time employees can work up to full-time by agreement with the employer. Any such additional time is not to be taken into account in the limitation from the rule on the ability to order up to 200 general extra hours per year. It is up to the employer to prove that an agreement has been entered into.

Agreements may be concluded for a limited period or on a case-by-case basis.

Note 1

An agreement may be cancelled by either party with two weeks' notice. The agreement should also be followed up annually or, if the agreement is for a fixed period, before its expiry, for example in the context of a salary review or performance appraisal.

Note 2

The employer needs to keep a record of working hours and to be able to show what is ordered and agreed overtime.

4:8 Travelling time allowance

Normal salary is paid for travelling time during regular working hours. A travelling time allowance is paid for travelling time outside regular working hours. The period between 22.00 and 08.00 shall not be included in the calculation if the employer has paid for a sleeping berth on a train or ferry. Payment is only made for full half-hours. The two periods of time shall be added together if the travelling time occurs both before and after regular working hours on a particular day.

Travelling time conferring an entitlement to compensation is defined as the time it takes to travel to the work destination during business travel that has been ordered. Travel shall be deemed to have commenced and concluded in accordance with the provisions applicable to calculating subsistence allowance or the like at the pre-school/school.

4:8:1 Amount of travelling time allowance (including holiday pay)

Scheduling of travelling time	Compensation/hour
18.00 on the day before a non-working day until 06.00 after a non-working day	Monthly salary/190
Other hours day)	Monthly salary/240 (Maximum of 6 hours/calendar

The salary for part-time employees will be adjusted to the salary corresponding to full regular working hours as follows:

Current fixed monthly salary
level of occupation

Exclusions

- The employer and the employee may agree that compensation for travelling time shall be paid in another form, e.g. that the incidence of travelling time shall be considered when setting the salary.
- An employee with a position that normally requires business travel is entitled to a travelling time allowance only if employer and employee have agreed on this.

5 Vacation

Holidays will be earned and scheduled according to the law and this agreement. An employee is entitled to 25 days of holiday in accordance with the main rule of the Swedish Annual Leave Act. In addition, there may be additional holidays by agreement.

The calendar year shall constitute the holiday year and the qualifying year unless otherwise agreed locally or the pre-school/school has complied with the provisions of the Swedish Annual Leave Act with respect to the qualifying year and holiday year.

Comment

See also Appendix 3 as regards other terms and conditions for holidays.

5:1 Holidays for teachers with recess pay

Unless otherwise agreed, the period around mid-August in Year 1 to the corresponding point in time in Year 2 constitutes the holiday year for teachers and also the qualifying year.

Annual leave for teachers according to the Swedish Annual Leave Act/the agreement shall be deemed to be scheduled from the first working day of the summer recess.

Teachers who, owing to absence credited for the purposes of holiday pay, have not benefited from the annual leave during the summer recess to which they are entitled under the Swedish Annual Leave Act/the agreement shall receive holiday compensation after the end of the holiday year, provided an application for such compensation is made without delay; see 5:8.

Teachers with recess pay are not entitled to save days of holiday.

5:2 Employment for less than three months

Employment, that is not intended to – or does not – last for a period of more than three months does not entitle the employee to annual leave, but instead for holiday compensation, as provided for in section 5:8.

5:3 Salary during holidays

Salary during holidays is the current monthly salary. In addition, a **holiday supplement** shall be paid at an amount of 0.8% of the monthly salary for each paid day of holiday (for intermittent part-time working, this is calculated on the number of gross days; see 5:6). This also applies when taking saved holiday.

The holiday supplement will be paid no later than in the month after the holiday.

5:4 Overpaid holiday pay

Holiday pay disbursed will be considered as a payment on account and may be deducted from both holiday compensation and salary. This means, for example, that employees who have received more paid days of holiday than they have earned during the year must repay the overpaid holiday pay/supplement. A corresponding deduction will be made if the level of employment is changed during the holiday year.

5:5 Change in degree of employment

If the employee has had a different level of employment during the qualifying year than the holiday taken, monthly salary at the time of the holiday shall be proportioned accordingly. This also applies when taking saved days of holiday.

If the employment level has changed in the course of a calendar month, the calculation shall be based on the level of employment that applied in the overwhelming number of the calendar days of the month.

5:6 Holidays in the case of intermittent working

The number of net days of holiday for employees only working on some days of the week will be calculated as the average number of weekly working days x the number of gross days of holiday/5. This will be rounded up to full days.

The average shall be calculated as the average number of working days per normal business week per four-week period (or such other period that comprises a full scheduling cycle).

Example: The net holiday shall be 15 days in the case of 25 days' gross holiday and three working days/week.

In holidays taken, one full net day is used for each day the employee would otherwise have worked.

5:7 Saved holidays

Paid holiday that exceeds 20 days may be saved for no more than five years (does not apply to teachers with recess pay; see 5:1). The number of days of holiday saved may not at any one time exceed 25. If, for this reason, days of holiday for the current holiday year cannot be carried over, holiday pay shall be paid instead.

However, holidays must in the first instance be taken as leave. Holiday pay for saved days of holiday is calculated as specified in 5:8.

The employer and the employee should agree on how saved holidays are to be taken.

Saved days of holiday shall be taken in the order they have been saved. It is not possible to take saved days of holiday and save new ones in the same year.

5:8 Compensation in lieu of annual leave for holidays not taken

Holiday compensation constitutes 5.4% (i.e. 4.6 + 0.8) of current monthly salary for each paid day of holiday not taken. However, holiday compensation is only 0.8% in cases where compensation for recess pay is paid.

Holiday compensation for each saved holiday day is calculated as if the saved day had been taken in the holiday year in which employment ceased.

Holiday compensation for those employed for certain work or for a certain time shall constitute 13% of the salary on which holiday pay is

based. Absence credited for the purposes of holiday pay shall also be included in the calculation basis.

Holiday compensation will be paid in conjunction with final salary.

5:9 Unpaid days of holiday

A deduction shall be made from the employee's current monthly salary at the rate of 4.6% of the monthly salary for each unpaid day of holiday taken.

6 Recess pay

The following applies to teachers with recess pay:

6:1 Payment of recess pay

Recess pay shall be paid during the Christmas and summer recesses. Recess pay is the same as monthly salary, unless the teacher has been absent for any reason other than absence credited for the purposes of holiday pay under §§ 17, 17 a and 17 b of the Swedish Annual Leave Act.

6:2 Earning of recess pay

If the teacher has been absent for any reason that is not absence credited for the purposes of holiday pay or has only been employed for part of the year, the recess pay earned shall be calculated as follows:

- 26.3% of monthly salary for work for **a full calendar month**
- 1.25% of monthly salary for work for **a full working day**.

Comment

Absence credited for the purposes of holiday pay is counted as time worked in this respect.

6:3 Short-term absence

Deductions from salary shall be made from recess pay (i.e. monthly salary during the recess period) if the teacher has been absent for no more than 60 calendar days during the year for reasons that are not credited for the purposes of holiday pay. This deduction will be made as follows:

- 26.3% of monthly salary for absence for **a full calendar month**
- 1.25% of monthly salary for absence for **a full working day**.

Deductions from salary exceeding half monthly salary shall be spread over several salary payments.

6:4 Holiday supplement when recess pay is paid

A holiday supplement of 0.8% for each day of holiday paid shall be paid in addition to recess pay.

6:5 Leave with sick pay etc. during recess period

In the case of leave during the recess period with sickness benefit, parental benefit or rehabilitation benefit, the teacher retains the recess pay.

If a sick pay period as provided for in the Swedish Sick Pay Act falls within the first 35 calendar days of the summer recess period, sick pay shall also be paid calculated on the basis of the recess pay.

6:6 Payment of recess pay on cessation of employment

If the employment ceases in conjunction with the summer recess, recess pay shall be paid during the recess, as if the employment were still ongoing.

6:7 Total annual salary

The total annual salary can never exceed twelve months' salary plus holiday pay when calculating holiday pay.

6:8 Return to duty during holiday while on parental leave and study leave

Employees on parental leave or study leave who interrupt their leave to return to work later than seven calendar days before sports, Easter and autumn holidays and who intend to continue their leave after the holidays are not entitled to salary during this period, if they have not actually worked.

7 Illness

The employee has a statutory entitlement to sick pay from the employer for the first 14 days of an illness period. Under the Swedish Social Insurance Code, sick pay will be paid by the Social Insurance Office from day 15 for absence owing to illness that lasts for a period longer than 14 calendar days. Supplementary compensation is normally payable by the employer for days 15-90/45 under this agreement. No sick pay is paid after day 90/45 of the period of sickness.

7:1 Duration of sick pay period

If an employee is entitled to sick pay under the provisions of this agreement, the employer shall pay such as of the 15th calendar day of the sickness period.

- For category 1: up to and including the 90th calendar day of the illness period
- For category 2: up to and including the 45th calendar day of the illness period

Category 1 = employees who have been continuously employed by the employer for at least one year or who have come directly from employment where they were entitled to sick pay for at least 90 days.

Category 2 = other employees

However, sick pay from the 15th day will not be paid for more than 105/45 calendar days per twelve-month period.

A person who has been on fixed term employment for less than one month shall not receive sick pay for the first 14 days of the employment.

A person awarded a disability pension under the ITP Plan will no longer be entitled to sick pay.

7:2 Notifications

An employee who becomes sick or a disease carrier shall notify the employer as soon as possible, or if such notification is prevented by a legal impediment, as soon as the impediment has ceased. Sick pay will only be paid for days when the notification is made in accordance with the above. The employer shall be informed as soon as possible as to when the employee is expected to be able to return to work.

7:3 Declaration of sickness and medical certificate

The employee shall provide the employer with a declaration of sickness, stating the time and extent of the absence. The employer or the Swedish Social Insurance Agency may ask the employee to provide a medical certificate showing the level of incapacity to work and the length of the period of sickness. A medical certificate must always be provided from the eighth day of sickness. The employer does not have to pay sick pay if a declaration and certificate have not been provided or if the information is incorrect and of significance in terms of the entitlement to sick pay.

If the employer so requests, the employee shall provide evidence of the reduction in their capacity to work with a medical certificate from an earlier date. The employer has the right to nominate the certifying doctor.

It is of mutual interest – as a rehabilitation measure – that the cause should be clarified as early as possible, particularly in the case of recurring illness.

7:4 Amount of sick pay

Sick pay to be paid by the employer will be calculated by making deductions from salary in accordance with the following (see 2:1 for a definition of ‘hourly salary’ and ‘daily salary’). When daily salary is calculated as provided for in 2:1 for an employee with weekly salary, monthly salary = 4.3 x weekly salary.

7:4:1 Illness up to and including 14 calendar days per illness period

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

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

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

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

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

In addition, if the employee was to have worked during scheduled inconvenient working hours, sick pay after the qualifying period is also paid at 80% of the unsocial hours compensation otherwise payable.

Comment:

The employee’s average weekly working hours shall be understood as the weekly working time in hours for a regular week without public holidays.

For employees who are entitled to sick pay (as provided for in § 3 of the Swedish Sick Pay Act) and who work varying hours without a working time schedule or fixed working hours, the average weekly working hours over a representative period are calculated so that the average fairly reflects the employee's working hours situation.

Comment:

7:4:3 specifies that a new illness period starting within five calendar days

from the end of an earlier illness period shall be deemed to be a continuation of the earlier illness period, as provided for in the recurring illness rule in the Swedish Sick Pay Act. This means that a further qualifying period deduction may need to be made for up to 20% of average weekly working hours in the continued illness period.

7:4:2 Illness from the 15th calendar day

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

The sick pay deduction is calculated differently, depending on whether the employee's monthly salary is higher or lower than a specific salary limit. This salary limit is calculated as:

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

Example for 2023:

The price base amount for 2023 is SEK 52 500

The salary limit is therefore:

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

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

A sick pay deduction is made as follows:

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

For salaried employees with a monthly salary exceeding the salary limit:
A sick pay deduction is made as follows:

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

The deduction as of the 15th day of illness may not exceed the daily salary for each day of illness.

7:4:3 Recurring illness

If the employee falls ill again within five calendar days after a period of sickness, the periods shall be counted as one.

7:4:4 When ten qualifying period deductions have been made

By law, the number of occasions of qualifying period deductions may not exceed ten during a twelve-month period. If, in a new illness period, it emerges that the employee has had ten occasions of qualifying period deductions within the twelve months counting back from the start of the new illness period, the deduction for the first 20% of the illness absence shall be calculated in accordance with the provisions applicable to illness absence exceeding 20% of the average weekly working hours, up to and including day 14 of the illness period.

Comment

All qualifying period deductions made as provided for in 7:4:1, in a total amount of no more than 20% of the average weekly working hours in the same illness period, shall be regarded as one occasion, even if the deductions are made for different days. 7:4:3 states that a new illness period that starts within five calendar days from the end of an earlier illness period shall be deemed to be a continuation of the earlier illness period.

7:4:5 Sick pay without qualifying period

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

7:5 Changes to salary or weekly working hours

The employer shall not make deductions for illness based on old salary or working hours for longer than the month in which the employee was notified of his or her new salary or changed working hours.

7:6 Limitations on right to sick pay

- If an employee is receiving an annuity instead of sickness benefit owing to an occupational injury and this is during a period when he/she is entitled to sick pay, the sick pay from the employer shall comprise the difference between 85% of the monthly salary and the annuity.
- If the employee receives compensation from the State, from insurance for which the employer has paid the premium or from a third party who caused the injury, the employer may decide to reduce the sick pay entirely or in part in order to avoid over-compensation in relation to the sick pay levels provided for in this agreement. However, this shall not apply to compensation from the Swedish Social Insurance Agency.
- If the employee has been entirely or partly excluded from health insurance benefits under the Swedish Social Insurance Code, sick pay shall be reduced to a corresponding extent.
- If the employee has been injured following an accident in the course of gainful employment with another employer, or in conjunction with his/her own business, or the injury is self-inflicted, the employer shall only pay sick pay as of the 15th calendar day if the employer has specifically undertaken to do so.

7:7 Sickness benefit granted

Employees who have been granted sick pay must notify the employer of such decision.

8 Parental leave supplement and temporary care of children

8:1 Parental leave supplement

8:1:1 Conditions for parental leave supplement

An employee who is on a leave of absence in conjunction with the birth or adoption of a child is entitled to a parental leave supplement from the employer if the employee has been continuously employed by the employer for no less than a year.

The term ‘in conjunction with’ shall be understood as meaning that the leave of absence shall take place within 18 months from the birth of the child or award of custody in the case of adoption.

8:1:2 Amount of parental leave supplement

Parental leave supplements are calculated differently, depending on whether the employee's monthly salary is higher or lower than a certain salary limit. This salary limit is calculated as:

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

Example for 2023: the price base amount is SEK 52 500

The salary limit is therefore:

$$(10 \times \text{SEK } 52,500)/12 = \text{SEK } 43,750$$

The parental leave supplement is calculated as follows:

For salary components lower than the salary limit
10% of daily salary per calendar day

For salary components higher than the salary limit
90% of daily salary per calendar day

One daily salary is calculated as: monthly salary \times 12/365

The employee is entitled to a parental leave supplement on the following basis:

- for 120 days if the employee has been continuously employed for one but not two consecutive years
- for 150 days if the employee has been continuously employed for no less than two years
- for 180 days if the employee has been continuously employed for no less than three years

Parental leave supplement is only paid for a continuous period of leave, and not for a period longer than encompassed by the leave. The parental leave supplement is paid in proportion to the extent of the leave, i.e. full or part-time.

8:1:3 Payment of parental leave supplement

Parental leave supplement is paid monthly during the period of parental leave, unless the employer and the employee agree otherwise. The amount includes holiday pay.

8:2 Benefit for temporary care of children

One hourly salary is deducted for each hour of absence in the case of leave with temporary parental benefit.

9 Leave of absence with and without salary

9:1 Paid leave of absence

Paid leave of absence is at the discretion of the employer. Such leave may be granted for one or more days in exceptional circumstances, for example in the case of the death of a close relative or a sudden serious illness in the employee's family.

9.2 Unpaid leave of absence

Unpaid leave of absence is leave with deductions from salary and is granted by agreement or according to law. Such leave may not commence or conclude on a Sunday or public holiday.

- The deduction for unpaid leave of absence for part of a day shall be one hourly salary per hour, calculated using the formula $\text{monthly salary}/4.3 \times \text{the number of weekly working hours}$.
- The deduction per working day for unpaid leave of absence not exceeding five working days is $1/21$ of monthly salary.
- The deduction per calendar day for longer unpaid leaves of absence is one daily salary.
- The entire monthly salary will be deducted for unpaid leave of absence for an entire calendar month or salary period.

Deductions from salary for intermittent part-time working will be made for each hour during which work would otherwise have been performed.

The following deductions for unpaid leave of absence will be made for part-time employees who only work full regular working hours during certain working days of the week ('intermittent part-time working'):

Monthly salary divided by $\frac{\text{Number of working days per week}}{5} \times 21$

9.3 Swedish National Day

In years when 6 June falls on a Saturday or Sunday, full-time employees with working hours scheduled from Monday to Friday are entitled to one day's paid leave (part-time employees in proportion). It is a precondition that the employee is employed on 6 June of that year.

10 Salary for part of a salary period

If an employee commences or ends his or her employment or changes level of employment during a current calendar month/settlement period, the employee's salary shall be calculated as follows:

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

X = current monthly salary

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

Z = number of working days in the month/settlement period

S = salary for the calculation period

In the event of any change to the level of employment, each period and level of employment shall be calculated separately.

Example:

The settlement period is the time up to and including the 20th of each month. Employee's full-time salary is SEK 40,000.

Full time up to and including 16 June Part time (50% as of 17 July)

X = SEK 40,000

Y = 31 days

Z = 27 days

X = SEK 20,000

Y = 31 days

Z = 4 days

S = SEK 34,839

S = SEK 2,581

11 Termination

Certain periods of notice apply if an employee or an employer wishes to terminate an indefinite-term employment. The employee is entitled to salary and other employment benefits during the period of notice. The employee is also obliged to work during the period of notice.

The periods of notice for people with indefinite-term employment are shown in the following tables. The employer and the employee may agree on longer periods of notice.

A mutual period of notice of one month applies to those working after having reached retirement age (currently 67 years).

11:1 Period of notice in the case of notice of termination on the part of the employee

Employee's period of employment and period of notice in months:

Term of employment at the company	<2 years	2–6 years	> 6 years
Period of notice in months	1	2	3

11:2 Period of notice in the case of notice of termination on the part of the employer:

Period of employment less than 2 years	1 month
Minimum period of employment no less than 2 years but less than 4 years	2 months
Minimum period of employment no less than 4 years but less than 6 years	3 months
Minimum period of employment no less than 6 years but less than 8 years	4 months
Minimum period of employment no less than 8 years but less than 10 years	5 months
Period of employment no less than 10 years	6 months

In the case of employees who have reached the age of 59 – but at most up to the day the employee reaches the age of 69 years – and have been

continuously employed at the company for a period of no less than ten years, the period of notice in the event of redundancy is one year.

Notice of termination by the employer shall be given in writing.

11:3 Order of precedence in the case of staff cutbacks

See Appendix 1.

11:4 Employees aged 69 and over

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

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

Employment that continues after the employee has reached the age specified above may be terminated by the employer or the employee by giving notice. The employment then terminates one month after either party gives notice in writing to the other party of their intention to terminate the employment.

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

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

11:5 Damages for those failing to observe the period of notice

Employees who leave their employment before the end of the period of notice shall pay damages for the financial loss and inconvenience thereby caused, by paying an amount at least corresponding to the salary during the part of the period of notice that was not observed.

11:6 References

The employer shall provide employees having served a minimum period of employment of six months with a reference showing the period of

employment, tasks and, if the employee so wishes, a testimonial and the reason for termination. The employer shall provide a certificate of service for short-term employment. The reference shall be issued within one week of being requested.

Both reference and certificate of service should include information about the number of days of holiday taken by the employee during the current holiday year.

11:7 Certificate of employment

The employer shall issue, upon request, a certificate of employment no later than 14 days after the employment has ceased. Such a certificate of employment represents a condition for unemployed employees being entitled to employment benefit or labour market assistance in cash.

11:8 Priority right

The priority right to new employment does not apply to new fixed-term employment, which at the time it came into being was not intended to last for more than one month.

12 Negotiation procedure for legal disputes

It is a precondition that the employer and the employees should, through mutual consideration, attempt to resolve joint matters through consensus.

Any legal dispute that arises shall be made the subject of negotiations between the parties according to the rules set out below.

The parties concerned shall avoid any action that may impede or delay resolution of the dispute.

Limitation of negotiation

If a party wishes to request damages or other performance according to law, collective agreement or a separate agreement, the party shall request negotiations within four months from when the party became aware of the circumstance on which the claim is founded and no later than within one year of from the occurrence of such circumstance unless otherwise provided by a local collective agreement. Such party shall lose the right to negotiations if not calling for negotiations within the time prescribed.

Local negotiations

Negotiations shall in the first instance be conducted between the employer and the local employee organisation to which the employee is affiliated.

‘Local organisation’ shall be understood as meaning the national organisation or association or authorised representative appointed by the union organisation that the union organisation concerned has notified to the employer.

Local negotiations shall commence as soon as possible and no later than within 21 days from the day on which the second party received the request for negotiations, unless the parties otherwise agree.

Central negotiations

If agreement cannot be reached in local negotiations as above, a party who wishes to pursue the matter further may call for central negotiations with the other party.

A call for central negotiations shall be made within two months from the day on which local negotiations were concluded, in writing, to the other party bound by the central agreement. Such party shall lose the right to negotiations if this is not done.

Central negotiations shall be held within 30 days from the day on which the other party was informed of the request for negotiations, unless the parties otherwise agree.

Legal settlement

A party may institute proceedings at a court of law if it has not been possible to resolve a legal dispute that has been the subject of central negotiations. In such cases, proceedings must be instituted within three months from the day on which negotiations were terminated. If this is not done, the right to institute proceedings lapses.

Comment

If an issue at dispute is based on the Swedish Employment Protection Act, the time limits set out in the Act shall apply instead of the time limits stated in this negotiation procedure. Furthermore, this negotiation procedure does not affect the rules concerning time limits and the obligation of the employer to call for negotiations under §§ 34, 35 and

37 of the Swedish Employment (Co-Determination at the Workplace) Act.

13 Term

The agreement is valid from 1 September 2023, inclusive, until 31 August 2025, inclusive. 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. If the agreement has been terminated for renegotiation, the agreement will run with seven days' mutual notice from 1 September 2025, inclusive, unless the parties have previously concluded a new agreement.

Stockholm, 11 April 2023

Almega Service Employer Association
Daniel Andersson/Maria Tingnell/David Larsson

P.p. The Swedish Teachers' Union

The Swedish Teachers' Union
Jens Ranta/Robert Nilsson

Order of precedence in the case of staff cutbacks

Comment

The text is reproduced from the Main Agreement on Security, Redeployment and Employment Protection. If the provisions of the main agreement are amended or cease to apply to this agreement ea, the same shall apply in respect of the corresponding provisions of this Appendix.

In the event of a cutback in staff numbers, the local parties must assess the employer's requirements and needs in terms of staffing and what requirements may be made on the basis, for example, of the rules on qualifications etc. of the Swedish Education Act and other regulations. If these needs cannot be fulfilled by application of the law, the order of precedence in termination shall be determined by derogating from the provisions of the Swedish Employment Protection Act.

In so doing, the local parties shall select the employees for whom employment will be terminated such that the employer's skills needs and the employer's ability to conduct competitive business activities, and thus provide continued employment, are specifically taken into account.

It is a precondition that the local parties will, at the request of either party, conclude an agreement determining the order of precedence in the case of termination, with application of § 22 of the Swedish Employment Protection Act and derogation from the Act as necessary.

The local parties may also deviate from the provisions of §§ 25–27 of the Swedish Employment Protection Act in order to agree on the order of precedence in the case of reemployment. In this connection, the above-mentioned criteria shall apply. The local parties are obliged, upon request, to conduct negotiations, as provided in the preceding paragraph and to confirm any agreements concluded in writing.

If the local parties cannot agree, the union parties are entitled at the request of either party to enter into an agreement in accordance with the above guidelines.

It is a precondition that, before examining the issues discussed in this paragraph, the company provides the local and/or federal parties to this agreement with the relevant evidence base.

Comment

In the absence of a local or central agreement as above, notice of termination may, on the grounds of redundancy or reemployment, be considered in accordance with law, subject to the applicable negotiation procedure.

The Confederation of Swedish Enterprise and PTK note that all the PTK member associations concerned have agreed that branches of salaried employee unions and representatives appointed in the PTK area already existing in companies may be represented vis-à-vis the employer by a joint body, PTK-L, in respect of this agreement and in respect of matters relating to staff cutbacks under the agreements on general terms and conditions of employment. This body is to be considered as the “local employee party” in the aforementioned agreements. PTK-L is also to be considered as the “local employee organisation” within the meaning of the Swedish Employment Protection Act.

If it is not possible to reach an agreement on the order of precedence in the event of termination of employment due to shortage of work, the employer may exclude three employees in the operating unit and agreement area concerned. Those excluded in this way have a priority right to continued employment.

In application of the first paragraph above, employers with only one operating unit may instead choose to exclude a total of four workers for all contractual areas.

With regard to the situation where several operating units are merged into a single order of precedence by application of § 22, third paragraph, of the Swedish Employment Protection Act, in application of the first paragraph the number of employees shall be three plus one employee per operating unit affected by the merger over and above the first operating unit, per agreement area.

Alternatively, under the provisions of the first, second and third paragraphs, an employer in the operating unit and contractual area concerned may exclude 15 per cent of the employees who may ultimately terminate their employment due to the shortage of work, before the list of employees is drawn up. Exclusions in accordance with this paragraph may

not exceed ten per cent of the employees of the operating unit or units concerned, per agreement area.

An employer who has excluded one or more employees in accordance with the first, second, third or fourth paragraphs in the event of dismissal due to shortage of work may not exclude further employees in the operating unit and contractual area concerned in the event of dismissal that takes place within three months thereafter.

Comment

This provision supersedes the provision in the second paragraph of § 22 of the Swedish Employment Protection Act, the "dual exclusion".

For the purposes of this provision, "agreement area" shall be understood as meaning the category distinction between manual and non-manual workers.

What constitutes an operating unit is not determined in this provision. The definition of what constitutes an operating unit is set out in § 22, paragraph 3 of the Swedish Employment Protection Act, a provision that is optional.

The term 'employees who have to terminate their employment due to shortage of work' shall be understood as meaning all employees whose employment is terminated due to shortage of work. In addition to any employee dismissed by the employer, this also refers to any employee whose employment is otherwise terminated due to the shortage of work, e.g. where employment is terminated by individual agreement, early retirement etc.

In application of the percentage rule, figures are to be rounded off mathematically.

Employees excluded must in the judgement of the employer must be of particular importance in terms of enabling the business to continue. The employer's judgement on this issue is not open to legal challenge.

According to the fifth paragraph of the section, the possibility of excluding employees from the order of precedence does not apply in cases where the employer has previously, within a three-month period, given notice of termination to employees due to shortage of work in the operating unit and agreement area concerned and then used the option of exclusion. Against

that background, an employer who has dismissed one or more employees due to shortage of work and then excluded the employees from the order of precedence may only exclude employees from the order of priority after three months have passed since the first dismissal was implemented, in the event of dismissal due to a "new" shortage of work in an operating unit and agreement area affected. Otherwise, the employer may be liable for damages for breach of the rules on order of precedence. The above applies only in cases where the employer has actually made use of the option to exclude workers from the order of precedence in the previous notice of dismissal due to shortage of work. For the purposes of this provision, the term "operating unit and agreement area concerned" shall be understood as meaning the operating unit and agreement area in which an employee has been dismissed due to shortage of work. In the case of amalgamation, this means that the restriction provided for in the fifth paragraph of the section only applies to operating units and agreement areas where a worker has actually been dismissed due to the shortage of work.

Example of agreement for settlement periods in the case of recess service

A local joint-party settlement of regulated working hours shall be conducted four times per working year, which means that each settlement period comprises 340 hours.

From the settlements, it should be clear whether the regulated hours amount to more than 340 hours. The permitted variation for each period is 34 hours. Overtime compensation shall be paid in accordance with section 4:7:3 for hours in excess of 34. At the fourth settlement, the remaining overtime remuneration shall be paid for the amount that exceeds 1,360 hours in total.

Either party may request central negotiations if a local agreement has not been concluded regarding the allocation and scheduling of annual working hours.

Vacation

The parties note that terms and conditions for holidays vary in the labour market. For example, employees in the private sector may have longer holidays than prescribed by law, as compensation for overtime work.

It is common practice in the public sector to have longer holidays than prescribed by law after a certain age is attained.

For example, the number of days of holidays in co-operative and municipal activities may amount to 31 at the age of 40 and 32 at the age of 50.

The parties also note that the collective agreement provides scope for individual agreements regarding length of the holiday, for example to reflect position, age, whether there is unpaid overtime, unregulated conditions for working hours, personal salary etc.

It may be mentioned in this context that each day of paid holiday may be estimated at approximately 0.5% of the annual salary calculated.

Finally, the parties note that individually earned holidays that are longer than governed by collective agreement shall be retained unless otherwise agreed between employer and employee.

Compensation for on-duty service

Clause 1

‘On-duty’ shall be understood as meaning that an employee is at the employer’s disposal at the workplace during hours in addition to the regular working hours laid down, to perform work if required.

The arrangement of on-duty service should be included in a schedule or the like following consultation with the local union organisation at the workplace.

On-duty hours may also be calculated per calendar month.

In the case of work during on-duty time, a rest break may be exchanged for a meal break.

Clause 2 Compensation in cash

Compensation will be paid as follows

$$\frac{\text{monthly salary}}{650} \text{ SEK per on-duty hour, incl. holiday pay/allowance.}$$

Compensation will be paid as follows for on-duty service or part thereof that falls between 22.00 on the day before a Saturday/eve of a public holiday and 07.00 on the day after a Sunday or public holiday:

$$\frac{\text{monthly salary}}{325} \text{ SEK per on-duty hour}$$

including holiday pay/compensation in lieu of annual leave.

Monthly salary shall be understood as meaning fixed cash monthly salary.

When applying the divisors, the salary for part-time employees is to be adjusted to salary corresponding to full regular working hours.

Clause 3 When compensation is not paid

Compensation for on-duty service is not paid for time when work has been performed; it is also not paid when compensation for on-duty service is explicitly included in the salary or when compensation for this is granted in the form of leave or shortened working hours, or if employer and employee have concluded a separate agreement for on-duty compensation.

Clause 4 Local agreements

The local parties may conclude an agreement for full-time employees and part-time employees with monthly salaries, who work according to a special working hours schedule, whereby the compensation will instead be paid as a fixed supplement per month or other period.

Clause 5 Hours worked while on duty

Compensation for time worked during on-duty hours will be paid according to the rules on overtime and extra hours, unless compensation for this is explicitly included in the salary, or alternatively unless the employer and the employee have concluded a separate agreement concerning compensation for time worked.

Standby duty

‘Standby duty’ shall be understood as meaning time outside regular working hours when the employee must be contactable so that he/she can report for work at the workplace within the period stipulated.

Standby duty shall be allocated such that individual employees are not unreasonably overburdened. Standby duty shall be arranged such that individual employees do not have to perform more than seven days of standby duty at a time, and such that each employee receives at least two weeks free from standby duty between each standby period, unless otherwise agreed.

Compensation

Compensation for standby duty:

1 November 2023: SEK 16.40 per hour including holiday pay.

1 November 2024: SEK 17.00 per hour including holiday pay.

Compensation shall be paid as follows for standby service or part thereof that falls between 22.00 on the day before a Saturday/eve of a public holiday and 07.00 on the day after a Sunday or public holiday:

1 September 2023: SEK 32.80 per hour including holiday pay.

1 November 2024: SEK 33.90 per hour including holiday pay.

Compensation for standby duty is not paid for time when work has been performed; it is also not paid when compensation for standby duty is explicitly included in the salary, or when compensation for this is granted in the form of leave, shortened working hours, or if the employer and the employee have concluded a separate agreement for standby duty compensation.

Time when work is performed will be compensated according to the rules on overtime and extra hours, unless the employer and the employee have otherwise agreed.

Official lodgings and staff accommodation

- 1 A rental relationships that is dependent on employment will be regulated in accordance with applicable law, unless otherwise provided for by this section.
- 2 ‘Official accommodation’ shall be understood as meaning a residential apartment that the employer owns or has use of and that the employer provides for the employee as accommodation necessary for the performance of duties associated with the employment and is therefore let to the employee in connection with employment associated with a residential requirement.

The rent for official accommodation shall be set by the employer at an amount that is reasonable taking into account the inconvenience that may ensue from the nature of the apartment as official accommodation and its location.

- 3 ‘Staff accommodation’ shall be understood as meaning a residential apartment that the employer owns or has use of and which the employer lets to an employee in connection with employment.
- 4 The following is not permitted without the employer’s consent:
 - a) assignment of the tenancy right to official/staff accommodation,
 - b) subletting of official/staff accommodation.
5. Notice terminating a rental agreement for official/staff accommodation may be given by the employer subject to a minimum notice period of one month in the following cases:
 - a) when the employee’s employment is to cease,
 - b) when the employee has not paid rent,
 - c) when the employee has acted in breach of clause 4,

d) when the employee has been granted a long period of study leave and the purpose of the studies is other employment.

However, the following provisions apply in cases stated in item a) above:

- if the employee, at the time of notice of termination for the tenancy agreement, is entitled to a period of notice in respect of the termination of employment that is longer than one month, the employer shall observe the corresponding period of notice with respect to termination of the tenancy agreement,
- if the employment ceases owing to the death of the employee, the periods of notice under the Swedish Tenancy Act will apply.

The period of notice as per this clause applies to tenancy agreements with fixed rental terms that are longer than three months and for rental agreements with an indefinite term.

6. The tenant or co-tenant is not entitled to an extension of the agreement if the employer has given notice terminating the tenancy agreement for the official/staff accommodation in conjunction with the cessation of employment.

Quality of pre-school and recreational activities

The parties' common view is that pedagogical work with children requires time for individual planning, planning in teams, competence development, documentation and evaluation. Parental contacts, meetings with parents and other contacts take time. All such tasks must be included within the basis of working hours planning, alongside the activities directly working with the children. Planning time is an important instrument for guaranteeing quality in the activity. This must be considered during the scheduling of working hours, so that the tasks may be performed within the framework of regular working hours.

Pre-school teachers and recreational instructors who work at compulsory schools should be provided with the opportunity for planning together with other teachers at the compulsory school.

Comment:

With regard to planning at compulsory schools as per the preceding paragraph, it is noted that the opportunity for planning together with the teachers at compulsory school should also be provided to other staff in the work team.

The parties' joint vision for quality in the school of the future

The knowledge society requires lifelong learning, in which schools are needed as a driver and a model.

Knowledge is currently the most important factor in creating value in society and for future prosperity. Society, trade and industry, and individuals are becoming increasingly dependent on knowledge for their success, competitiveness and survival.

To individuals, this means a continued need for good basic knowledge but with an increased capacity to find their way in a rapidly changing world. It also means a requirement, from a very early age, to continually learn new things and to join with others in developing knowledge to solve new problems. That involves personal development and a capacity for active learning that will continue throughout life.

Society, trade and industry are bringing new demands to bear on the development of knowledge by requiring greater communication skills, cooperation, creativity and responsibility.

Schools are one of society's most important tools for creating a shared base of values and knowledge and for bridging gaps – between men and women, as well as between people from different walks of life and different cultures.

The demands of the knowledge society and the rapid changes in society and working life also mean that adults need continuous competence development.

This is leading to great expectations being placed on schools. The schools' internal work, organisation, teachers' learning etc. need to be developed into a model for both trade and industry as well as for the public sector in order to live up to these expectations.

Students' learning

Acquiring knowledge is the central focus of schools. This has always been the case and will continue to be so. However, the term is currently being expanded from focussing on a traditional teacher-centred approach, towards a changed way of working, where students take more independent responsibility for their own learning, in other words, lifelong learning. Planning, setting goals and evaluating are becoming an important part of this teaching.

As a result, students are working more independently and as they grow older will learn to take advantage of more options and increasingly-free forms and methods of working.

Teachers' learning

A decentralised and dynamic school must create the scope for teachers to assume responsibility for continuously reflecting on and evaluating their work with students. This can be done alone or with other teachers and other school staff, with or without the aid of a supervisor. Through dialogue with other teachers and other school staff, teachers can make use of important experience, reflect on the present teaching situation and prepare for how, together, they can meet the demands of the future. A natural forum for this is different groups of teachers working together toward different goals at the individual school. New perspectives through exchanges, external courses and research findings are also important.

Experience teaches us that only competence development based on the perceived needs of both teacher and school management yields results. Teachers have a right, but also a responsibility, for continually developing in their work. Individual and collective planning discussions between school management and teachers should clarify the competence development required for individual teachers and the teaching team to better develop students' learning.

School management and employer responsibility

The school management/employer has a crucial role in both today's schools and those of the future in enabling teachers and students to develop better methods and forms of working.

The school management/employer shall organise the school's work and internal activities following consultation with the teachers' organisations to enable it to operate efficiently. In a teaching organisation, management is under considerable pressure to achieve consensus among employees around a joint vision. To achieve this, management must be able to stimulate, motivate, support, enthuse and otherwise help to develop learning environments. The quality process for creating a better school that encourages development must be continuously measured and evaluated.

The school's activities are generally planned by term or academic year, based on factors such as budget, student numbers in different grades, students in need of special support, optional subjects and course offerings, etc. Teaching and other tasks are allocated to employees on this basis. This process, often referred to as job allocation or job planning, takes place at both overall and individual level, with the aim of ensuring an appropriate organisation of work that balances tasks and conditions and is based on the needs of the activity.

The parties' shared vision

In order to meet the needs of the new school, the central parties have amended the provisions regarding working hours for teachers in favour of regulated working hours. The intention is not to increase or reduce teachers' traditional teaching time, but to increase the opportunities for teachers and the school management to create a flexible work organisation that promotes student learning. Nor is it the intention to reduce the opportunity for teachers to set aside time for individual preparation and finishing work, but to give them a chance to adapt their use of time and to employ time within their annual working hours for different tasks in a manner that best contributes to the development of student knowledge.

A school's development is dependent on everyone contributing.

School trips with overnight stays

The following provisions apply unless otherwise agreed between local parties:

Working hours

Time spent on school trips should be planned so that it is included in the average regular working hours. As far as possible, the working hours on school trips should be aggregated and stated before the trip begins.

Comment:

The Swedish Working Hours Act's rules on rest breaks and meal breaks also apply during school trips.

Rest per 24-hour period

The employee shall be provided with 11 hours' continuous rest per 24-hour period. However, the 11-hour daily rest period may be waived if the employee's attention/supervision is required on the school trip. The employee shall, at the end of the trip, be provided with an amount of rest equivalent to the amount lost. If this time off is arranged for regular working hours, no deduction from salary shall be made. During the journey, rest periods are to be planned such that the employee is, as far as possible, provided with sufficient rest per 24-hour period.

Rest per week

In the case of school trips exceeding seven days, the employee should be provided with a rest period per week of at least 36 hours before the trip. During the trip, the employee shall be provided with a rest period of at least 24 hours per seven-day period. In cases where the trip has lasted more than 14 days, a rest period per week of at least 36 hours shall be taken immediately after the end of the trip. If the employee is not provided with the necessary rest, he/she shall, at the end of the trip, be provided with an amount of rest equivalent to the amount lost. If this time off is arranged for regular working hours, no deduction from salary shall be made.

During the trip, rest periods are to be planned such that the employee is, as far as possible, provided with sufficient rest per week.

Compensation for school trips

For each day on duty with an overnight stay, the employee receives compensation of SEK 600. Deviations are permitted via local agreements. This compensation is paid instead of overtime, inconvenient working hours allowance, and on-call and standby duty pay. The compensation includes holiday pay and holiday compensation.

Staffing and responsibilities

Planning for staffing and responsibilities is to be carried out prior to the trip.

Insurance

The employer shall make clear what insurance cover is valid for the trip before departure.

Vacation school

By agreement with individual staff members, an additional 10 working days may be utilised within the framework of vacation school.

Compensation is paid to employees as follows: when working hours fall within the regular annual working hours, the employee is compensated at 150% of the daily wage as specified in 2:1, and if working hours exceed the regular annual working hours, the employee is compensated at 200% as specified in 2:1 per extra working day utilised by the employer.

Comment

The calculation of recess pay is not affected by working days exceeding 194. The length of the summer holiday shall not be less than 35 calendar days. The individual employee's work situation should be taken into account in the agreement.

Contribution to 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 who are covered by the agreement on general terms and conditions and to whom the provisions as to retirement pensions in the ITP agreement are, or could have been, applicable, and constitutes a collective funding of a flexible pension system. This means that as of 1 September 2024 the employer will pay a supplementary premium to the ITP plan for salaried employees who (as per ITP 1) have reached the age of 25 but not 66 years, as specified in section 7.2 in department 1 or who (as per ITP 2) have reached the age of 25 but not 65 years as specified in section 6.4 in department 2.
- § 2 The supplementary premium shall be paid to Collectum as of 1 September 2024 and thereafter on a monthly basis. The increase of the supplementary premium will be made § 3 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 his or her employment with the employer.

As far as possible, Collectum shall be assisted by the parties with information as to which employers are to make contributions to Flexpension in Service Companies.

- § 3 As of 1 September 2024, the flexible pension premium will be gradually increased in steps as follows:
- As of 1 September 2024, the premium is introduced at 0.6%.
 - As of 1 September 2025, the premium will increase by 0.4% to a total of 1.0%.
 - As of 1 September 2026, the premium will increase by 0.3% to a total of 1.3%.

- As of 1 September 2027, the premium will increase by 0.3% to a total of 1.6%.
- As of 1 September 2028, the premium will increase by 0.2% to a total of 1.8%.
- As of 1 September 2029, the premium will increase by 0.2% to a total of 2.0%.

Every year that the premium rate in Flexpension in Service Companies is stepped up, the scope for pay decreases to a corresponding extent.

Comment

The parties have salary agreements whereby the scope for salary increases is determined locally within the companies' salary process. As a result, any reduction in the scope for salary increases due to the introduction or increase of the flexible pension premium is dealt with via the local salary process. If, during the build-up of the flexible pension, the parties agree on salary agreements based on centrally determined salary increase figures, the reduction is dealt with via the central agreement.

The parties agree that the build-up of the flexible pension premium as stated in the first paragraph above shall not result in a higher total premium level than the collective premium level in other flexible pension schemes arranged via Almega. As a result, the build-up may need to be adjusted and adapted in line with how flexible pensions are expanded in other agreement areas within Almega.

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

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

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

§ 4 Employers who are covered by Flexible Pensions in Service Companies can decide whether salaried employees at the company

shall have the opportunity to opt out of the contribution to Flexpension. The salaried employee's fixed cash salary is increased at the time of opt-out by the corresponding current rate of the collective premium at that time. Time of opt-out shall be understood as meaning the time at which notice of opt-out submitted 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, the salaried employee wishing to do so may notify his or her employer of his or her wish to opt out of contributions to Flexible Pensions, in the following instances:

- All salaried employees at the company can submit their decision to opt out no earlier than at the time of introduction, 1 September 2024 and no later than 31 December 2024.
 - A new salaried employee at the company may state a choice to opt out no earlier than on the day of appointment and no later than two months thereafter.
 - A salaried employee at the company who via transfer of business becomes enrolled on the Flexible Pensions in Service Companies system may state a choice to opt out no earlier than after the regulation regarding the contribution enters into force and no later than two months thereafter.
- A salaried employee at a company who, by being bound to a collective bargaining agreement, becomes enrolled on the Flexpension in Service Companies system may, as specified in § 7, first paragraph, state a choice to opt out no later than two months from the time of becoming bound to the agreement.
- A salaried employee at a company who, by being bound to a collective agreement, becomes enrolled on the Flexible Pensions in Service Companies system may, as stated in § 7 second paragraph, state a choice to opt out after the regulation regarding the contribution enters into force and no later than two months thereafter.

Note 1

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

from contributing to Flexpension, notice to that effect may only be given at commencement of employment.

Note 2

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

Note 3

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

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

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

Note 4

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

Note 5

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

- § 5 Salaried employees who have opted out of contributing to 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 as per the collective level is to be deducted against salary is determined by agreement between salaried employee and employer.
- § 6 Salaried employees who chose not to opt out of contributing to Flexible Pensions in Service Companies may reach individual agreements with the employer on additional contributions to those stated in the agreement for Flexible Pensions in Service Companies. Such individual agreements apply for as long as and in the way that the salaried employee and the employer have agreed.

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

Note 1

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

Note 2

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

- § 7 Companies already covered by another flexible pension system at the time of being bound to the collective bargaining agreement shall continue to build up the company's premium level, irrespective of

how that level has been reached within the scope of centrally agreed schemes for Flexible pension/partial pension, with the contributions made in accordance with Flexible Pensions in Service Companies until the company reaches the fully built-up premium level for Flexible Pensions in Service Companies of 2%, as stated in § 3.

Note 1

Where it is clear from § 3 of this agreement that part of the scope for salary increases is being used for further contributions to Flexpension in Service Companies, such contributions shall instead be paid out as salary when the full premium rate of 2% has been implemented in the company.

In addition to the provisions of § 3, the following applies to companies not previously signed up to flexible pension systems at the time of becoming bound to the collective bargaining agreement:

- 12 months after the company has signed up to the collective bargaining agreement, the company shall pay 10% of the premium level that applied at the time of signing up.
- 24 months after the company has signed up to the collective bargaining agreement, the company shall pay an additional 20%, making a total of 30%, of the premium rate that applied at the time of signing up.
- 36 months after the company has signed up to the collective bargaining agreement, the company shall pay an additional 20%, in total 50%, of the premium rate that applied at the time of signing up.
- 48 months after the company signed up to the collective bargaining agreement, the company shall pay an additional 25%, making a total of 75%, of the premium level that applied at the time of signing up.
- 60 months after the company signed up to the collective bargaining agreement, the company shall pay an additional 25%, making a total of 100%, of the premium level that applied at the time of signing up.

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

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

Note 2

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

Supplementary premiums to ITP 1

- § 8 The supplementary premium is to be paid no earlier than from the month when the salaried employee turns 25 and no later than up to and including the month during which the salaried employee turns 66.
- § 9 The supplementary premium is to be calculated on the pensionable salary for pension benefits, in accordance with ITP 1, subs. 6.

The supplementary premium is charged by Collectum to the employer on the same basis as for the premium for ITP 1.

Supplementary premiums for ITPK and ITP 2

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

In the case of salaried employees who have been granted part-time working for pension purposes and who are signed up to ITP 2, the

employer shall also during this period continue to report income based on the previous degree of employment.

Comment

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

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

Rules on withdrawals

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

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

Employees not subscribed to ITP 1 or ITPK

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

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

Joint information

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

Agreement on part-time working for pension purposes

Salaried employees have greater scope to request their employer for reduced working hours from the age of 62 years (ITP 2) or 63 years (ITP 1) in order to facilitate Flexpension. A condition for an agreement to be made is that this must be possible with reasonable account being taken of the requirements and needs of the organisation.

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

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

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

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

In the case of any salaried employee who has entered into an agreement in accordance with the rules above and who is subscribed to ITP 2, the employer is to continue to report to Collectum the income from the

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

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

Note 1

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

Note 2

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

Collective Agreement on Wage Formation for Independent Schools and Pre-schools as well as Commissioned Education between Almega Service Employers Association and the Swedish Teachers' Union

This agreement applies to members of the Swedish Teachers' Union employed by companies affiliated to the Almega Service Employers Association. Appendix 1 states who shall fall within the scope of the agreement.

1. The importance of salary formation

Salary formation is a positive force in the company's activities and helps to create opportunities for individuals to develop and be encouraged to perform well. Salary formation can thus help to achieve high quality, efficiency and profitability. This enables positive salary progression and security of employment.

2. Fundamental principles for salary setting and the salary process at companies

Pay shall be set on the basis of the specific circumstances at each company. Salaries are affected not only by goals and performance, but also by market forces, job content and the striving for a certain salary structure at the company. Other factors affecting salary are the national economy and the resources that are made available by municipalities for the type of activity covered by the agreement.

Salaries shall be individual-based and differentiated. This is to take account of the importance of greater salary differentiation, in terms of good performance. Each employee shall be aware of the principles on which salary is set and the requirements required for a good salary progression. An improved level of knowledge and experience means that employees can develop and perform tasks that are more advanced and require greater responsibility. Employers and employees have a joint responsibility for competence development.

It is essential that factors affecting the salary of employees are assessed on grounds that are as clear as possible. Discussions regarding goals, development and performance are a means of achieving a basis for

assessing development activities and setting salary for employees. The principles for salary setting shall not be discriminatory. Non-objective salary differentials shall be eliminated. Employees on parental leave are included within the annual salary review. The same valuation and application of salary setting shall apply to both women and men.

Each employee contributes to the performance of the company through their efforts and the results they have achieved in relation to goals set. This means that all employees should benefit from salary progression. If an employee would not benefit from salary progression, the parties concerned should specifically consider the reasons for this and come to an agreement as to the measures that should be taken in order to bring about a change. Parties at the workplace shall work together to identify forms of cooperation and negotiation that support an active local salary process, to which all parties can contribute their knowledge about the activity.

2.1 Remuneration policy with criteria for individual salary setting

The company needs to have a salary policy that reflects its values, and that is clear and well known, if it is to achieve the goal of positive wage formation.

Knowledge and information about circumstances at the company that relate to wage formation can be obtained at the individual company, as well as from corporate management, employees and union representatives. It is therefore of great importance that each company draws up its own remuneration policy, including criteria for individual salary setting. This includes each employee being made aware of the basis on which salary is set and how employees can affect their salary progression. In that way, salaries can be set in a way that is acceptable for both employers and individual employees.

The following may be considered when producing criteria for salary setting:

- the content of the tasks, the level of difficulty and the responsibility connected therewith
- the employee's performance and means of satisfying the requirements set
- the employee's resourcefulness, teaching skills and ability to provide good teaching
- the ability to lead, take initiative and work with others
- education, training, knowledge and experience, and

- financial responsibility, operational responsibility and responsibility with regard to personnel matters

Good salary criteria shall be clear, linked to the needs of the activity, known by employees and managers and applied to all employees concerned by this agreement. Personal goals may also be necessary.

2.2 Goals, performance and salary discussions

For individual and differential salary setting to be effective, employer and employee must every year hold a discussion regarding goals, development/performance and salary.

The goals/development discussion is the dialogue that is conducted between employer and employee that clarifies the goals that employees are to be working towards over the next financial year and the development activities that will be required to achieve these goals.

The performance discussion is the dialogue that is conducted between employer and employee, where the individual's performance is set in relation to goals established, and feedback is given regarding the criteria for individual salary setting stated in the company's salary policy.

Dialogue on the reviewed salary is an important prerequisite for this discussion. It is important that both employee and manager are prepared for the discussion.

Information on reviewed salary and the reasons for it is provided by the employer in accordance with the company's negotiating rules.

Comment

It is not the number of discussions that is decisive, but their content. The parties are aware that the best forms of collaboration, as well as the content of discussion(s), are established locally.

3. Salary progression

It is in the spirit of this agreement that salary agreements are concluded locally and that local parties seek to reach an agreement.

Salaries are decided by local wage formation.

If, despite the intentions of this agreement, the local parties fail to reach an agreement, the central parties should be consulted in accordance with clause 4, with a view to resuming the local salary negotiation process.

Otherwise, the negotiation procedure applies (see section 5).

4. Central consultation

If either party considers that the local process is not working satisfactorily, a request for central consultation may be made to the central party in order to clarify the content and intentions of the agreement. Following the salary consultation, the intention is for local parties to be able to carry out a salary review in line with the intentions of the central agreement.

5. Negotiation procedure

Salary reviews take place on 1 September each year. The local parties may agree on a different date for the salary review each year.

The following negotiation procedure will apply unless the employer and local union organisation agree otherwise. Local trade union organisation shall be understood as meaning the trade union representatives appointed at the workplace with a mandate to handle local salary negotiations.

Comment

If there are no elected representatives at the workplace with a mandate to negotiate salaries, the local party is the Swedish Teachers' Union or the local branch of the national organisation.

1. Information about the content of this agreement is provided to the members of the Swedish Teachers' Union.
2. The local parties are to review section 2 of the salary agreement, including as regards to basic conditions, joint analysis of the external situation, market forces, job content and the salary structure – both current and desired – in the company. The parties review the previous year's evaluation (if any) with a view to developing the process for the current year. A timetable for the salary review should be established.

The local parties should also review the salary policy against criteria, to ensure it is up to date and known.

Prior to the salary review, the Swedish Teachers' Association confirms the members covered by the salary review and informs the employer who has the negotiating mandate and will be the recipient of the settlement for the new salaries.

3. During the salary discussion, the employer will inform the employee of the new salary, with reasons for the new salary.

Comment

This is based on the assumption that the dialogue as described in 2.2 has taken place.

4. The employer shall provide the union with documentation for settlement of the new salaries concerning the members of the Swedish Teachers' Union. (See section 2.)
5. If the local union organisations call for local negotiations, these shall be held within 14 days from when the employer submitted its basis for settlement to the union.
6. If the local negotiation does not lead to agreement, the case may be referred for central negotiation between the employers' association and the Swedish Teachers' Union.

A request for such central negotiations shall be made in writing to the employers' association and the Swedish Teachers' Union, respectively, no later than two weeks after conclusion of local negotiations. The employers' association and the Swedish Teachers' Unions must subsequently determine a suitable date for central negotiations without delay.

During the central negotiations, the terms and conditions for the pay review at the company in question are discussed. Unless the central parties agree otherwise, the level is determined with a starting point of the Swedish labour market in general, with the industry mark being normative.

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

The parties agree that the third paragraph in this subsection may not be invoked at companies where only five or fewer members are represented by the Swedish Teachers' Union. The intent is that the overall level is not regarded as a personal guarantee. However, the salary agreement must serve as a guideline and apply in its other respects.

7. Evaluation

Local parties will evaluate the current year's salary negotiation process, including outcomes, with a view to developing and improving the future salary negotiation process. This should be done at conclusion of the salary review. The evaluation should be documented.

- The salary review is to be evaluated locally on an annual basis, with regard to both outcome and process, in order to develop future salary negotiation processes.

6. **Central evaluation of the salary agreement**

The central parties will evaluate the salary agreement annually, or at a time agreed by the parties, in terms of how the salary negotiation processes have worked and how the salary agreement has been applied during the year and the agreement period.

7. **The term “company”**

If the company has several workplaces, it may opt to calculate the limits for the overall scope for salary increases for several workplaces combined or for the company as a whole. If a different practice for the salary review has applied in the past, it may continue to apply.

1 Scope

1.1 This salary agreement covers employees who started work at the company no later than on the day prior to the salary review for the particular year, unless otherwise agreed.

1.2 Exceptions for certain categories

This salary agreement does not cover employees on the day before the salary review for the particular year

- had not reached the age of 18, or
- are employed in a substitute post, or otherwise on a fixed term and whose employment has not been continuous for 6 months, or
- are in employment that constitutes a secondary occupation, or
- remain in a post at the company after reaching retirement age or have been employed at the company after reaching the retirement age applied there.

An agreement may be made to the effect that an employee, who is excluded from the salary agreement in accordance with the above, shall nevertheless be covered by this agreement.

If an employee, who was employed in a substitute post or on probation on the day before the salary review for the respective year and who is not covered by the salary agreement in accordance with the first paragraph above, is given indefinite-term employment at the company during the period of the agreement, the provisions of this agreement shall serve as guidance when determining the salary for that employee.

An employee, who is on leave of absence for reasons other than sickness or parental leave for at least the next three months on the day before the salary review for the respective year, is excluded from this salary agreement unless an agreement is concluded otherwise. When that person returns to work, their salary shall be determined according to the same criteria as apply to other employees at the company under this agreement.

1.3 Employees who are no longer employed

If an employee is no longer employed on the date of the salary review in the year concerned, or later, and has not benefited from any salary progression as per application of Clause 3 (Salary progression), he/she

shall notify the company of their claim no later than one month after employees at the company have been notified that the salary review has been held. If the employee neglects to do so, the salary agreement no longer provides any right to salary progression.

1.4 Agreement concerning exclusion from the next salary review

An employee shall not be covered by this salary agreement if the company and the employee have concluded an employment agreement six months or later before the salary review date in a particular year and have also explicitly agreed that the salary agreed shall apply irrespective of the next salary review. Local parties may agree on a period of time other than six months.

1.5 Salary review already completed

If the company has already granted salary increases pending this salary agreement, these shall be deducted from what the employee receives on application of Clause 3 (Salary progression), unless a local agreement has been concluded otherwise.

2 Rules on application

2.1 Retroactive recalculation

In the event that this salary agreement is applied retroactively, the following shall apply regarding deductions for sickness, deductions for leave of absence, overtime compensation paid, etc.

Sick pay deductions etc. shall be recalculated individually as follows:

- Deductions for sickness up to and including the 14th calendar day shall be recalculated retroactively.
- Sick pay deductions shall not be recalculated retroactively as of the 15th calendar day, other than to the extent that the salary increase is taken into account when determining sickness benefit.

Deductions for leave of absence shall be recalculated retroactively. These shall be recalculated on an individual basis.

Overtime payments shall be recalculated retroactively. These shall be recalculated on an individual basis.

2.2 Change in working hours

If the length of employees' working hours at the company, or certain among the employees, are changed on the review date or later in the

particular year, the salary for the employees affected shall be adjusted in proportion to the change in working hours.

3 Certain pension issues

3.1 Pensionable salary progression (applies to ITP plan)

If a salary progression is awarded, as provided for in Clause 1.3, to employees who are entitled to a pension, the increase shall not be pensionable. The salary progression shall be pensionable if employment has ceased owing to retirement.

3.2 Notification of pensionable salary

Companies shall notify Collectum/PRI of salary progressions.