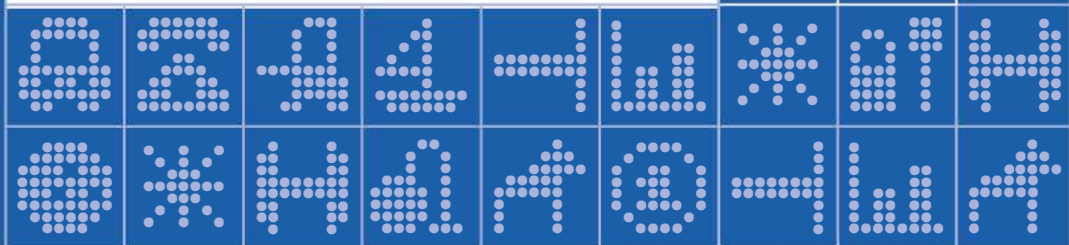
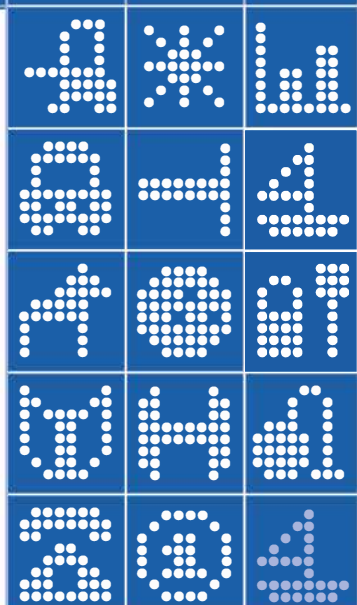


# COLLECTIVE BARGAINING AGREEMENT

## Independent schools 2025-2027

Period of validity

2025-09-01-2027-08-31 as amended from  
1 of September 2025



Utbildning

Sveriges  Lärare





**This is an unofficial translation**

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

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## **List of separate agreements 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 at which the agreement entered into force before 1 July 1996, other rules on collective agreement insurance may apply.*

- Development agreement
- Agreement on social security for salaried employees when working 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)
- Agreement on the exchange of information and on the binding effect of collective bargaining agreements on withdrawing employer

## **1 Scope**

This agreement covers all teachers engaged in the teachers' agreement area in after-school activities, preschools, schools and commissioned education companies affiliated to Almega Utbildning ("Almega Education").

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

### **1:1 Affiliation procedure**

A written request by one of the parties is required for the agreement to enter into effect at a company. The agreement enters into force as of the first day of the subsequent 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 working abroad**

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

Furthermore, the 'Agreement on social security for salaried employees when working 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 *LAS*, the Swedish Employment Protection Act).

### **1:4 The non-mandatory nature of the agreement**

The local parties may agree in a collective bargaining agreement on general conditions other than those specified in the collective agreement, provided that the minimum standard of the agreement is observed. See Appendix 3.

## 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 working week.
- **Weekly working hours for teachers with recess pay** = 40 hours on average per normal working 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** =  $(\text{monthly salary} \times 12) / 365$
- **Hourly salary** =  $(\text{monthly salary} \times 12) / (52 \times \text{weekly working hours})$ .  
Hourly salary can be calculated using the divisor 167 in cases where the employment is for certain work and the 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 the employee and the 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 are not permitted to undertake any assignments or conduct any activity that may adversely influence their work. Employees shall first consult the employer before deciding to undertake secondary occupation 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, where applicable, any special confidentiality obligation 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. With regard to the right of priority to re-employment, the Swedish Employment Protection Act is applicable, unless stated otherwise.

Employment is indefinite-term (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**

Agreements regarding probationary employment may be entered into where the aim is that the employment is to become indefinite-term employment after the probationary period. No specific requirements are set regarding the need for probationary employment. However, any such agreement may not last for 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 holiday is also considered to be absence. Probationary periods may not be extended through reference to the recess period if the probationary period has been in effect and the employee has been present for no less than five months.

If, immediately prior to the probationary employment, the employee has been employed in a similar position at the company, but in an agreed fixed-term or substitute position, the probationary period of the employment is to be reduced by a corresponding length of time. Probationary employment may be terminated by either the employer or the employee before the end of the probationary period by written notice submitted 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 probationary period. If such notice has not been given by the end of the probationary period, the probationary employment becomes indefinite-term employment. If the probationary employment does not become indefinite-term employment, the employer shall provide a reason for its decision in this regard, if requested by the employee.

### **Comment**

*The purpose of extending the probationary period in the event of absence is to allow the parties to assess whether the employment is to 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 who do not have a teaching licence pursuant to the Swedish Education Act.

### **Comment**

*If a need for a substitute employee arises, it should first be investigated whether the situation can 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 in terms of the Swedish Working Hours Act.*

### **2 Fixed-term employment agreement**

A fixed-term employment agreement does not convert into an indefinite-term agreement period for employees for which the specific terms stated in the Swedish Education Act concerning employment as a teacher, preschool teacher or 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 amount to no more than 40% of the annual working hours for full-time employment.

### **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 of age).

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

**6 Fixed-term for unlicensed teachers**

This type of appointment relates to employees employed for a fixed term, where the specific terms stated in the Swedish Education Act regarding employment as a teacher, preschool teacher or teacher in after-school care have not been fulfilled. 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**

The employer and the 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 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 if 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 employees who have reached the normal retirement age, an agreed fixed-term or substitute employment does not become converted to indefinite-term employment.*

*The main rule, as with applicable law regarding general fixed-term and substitute employment, is that upon conversion the terms of employment remain unchanged unless the employer and employee agree otherwise. If the parties have not reached agreement and the degree of employment shortly prior to the point of time for conversion deviates significantly from the average calculated degree*

*of employment over the most recent twelve-month period, the indefinite-term employment shall be determined as having the average degree of employment.*

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

*In the case of employment agreements entered into prior to 1 January 2024, the previous rules on such employment are applicable in their entirety. As regards fixed-term and substitute employment, the following separate rules apply regarding 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 upon conversion as specified in subs. 9, with regard to 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 upon conversion as specified in subs. 9, with regard to 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 giving of 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**

Fixed-term employment may cease before the time intended at the time of employment. The employment shall cease within one month, or another period agreed by the parties, upon written notice being given by either party. However, the employer may not give such notice if six months or more have elapsed since the start of employment. If the employer wishes for a fixed-term employment to cease after more than six months of employment, objective reasons are required under § 7 of the Swedish Employment Protection Act.

Advance notice to a trade union organisation is not required.

**Comment**

*If an employee is given 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 period of employment cannot be terminated early by either party via notification*

**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 issuing of 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 Normal working hours**

Normal working hours for full-time employment are 40 hours on average per normal working week over a calculation period of 12 months, unless otherwise stipulated in the following.

A different calculation period may be agreed locally, but shall not exceed 12 months.

**Comment**

*In the case of activities linked to term times, the calculation period starts at the beginning of the working period in conjunction with the particular term.*

## **4:2 Working hours schedule**

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

A new working hours schedule should be posted no later than two weeks before it enters into force, unless agreed otherwise 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 no less than 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 normal 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 issuing of the instruction, as shown below:

1 November 2025: SEK 19.50 per hour

1 November 2026: SEK 20.10 per hour

## **4:3 Teachers' working hours and job content**

The school's activities are generally planned by term or academic year, based on factors such as budget, existing staffing, employees' skills and qualifications, student numbers in different academic year groups, class/group sizes, 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, referred to here as job planning, takes place at both the overall and individual levels, with the aim of ensuring a fit-for-purpose organisation of work that balances tasks and conditions and is based on the needs of the school's activities.

**Comment:**

*The terms "teacher" and "school" shall be understood as referring to all categories of teachers and teaching establishments falling within the agreement area.*

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 4:2 regarding working hours schedule).

When determining working hours and job content, account must be taken of the individual teacher's abilities, the nature of the post, the subjects taught, tasks other than teaching, such as preparatory and follow-up work, documentation, supervision/mentoring, parental contacts, substitute work, the need for skills development, for example via the professional development programme, trade union assignments, etc. It is in the interests of both teacher and employer that sufficient time be set aside for planning and follow-up work, irrespective of the model for working hours, so that the teacher can perform his/her tasks in the best way possible. This enables good quality to be achieved at the teaching establishment.

It is important that the employer and the 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 the 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.

**4:3:1 Working hours models****Local working hours agreement**

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

**Holiday allowance**

Normal working hours for full-time employment for teachers employed with holiday allowance are 40 hours on average per normal working week over a calculation period of 12 months.

If the length of the limitation period is shown to place an unreasonable burden on teacher or working group, the local party may request that agreement be reached on a shorter limitation period or scope of normal working hours for a particular employee or group of employees.

If, following negotiations at local and central levels, the parties cannot agree, a six-month limitation period for normal working hours applies to this group.

#### Recess position

The following applies to teachers at compulsory and upper secondary schools (also applies to education for pupils with learning disabilities) who are employed with a recess position, 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 working 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, based on 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 course of 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, skills development and other similar duties.

#### ***Comment***

In the case of activities linked to term times, the calculation period starts at the beginning of the working period in conjunction with the particular term.

#### **4:3:2 Normal working hours for teachers within commissioned education**

Normal working hours for full-time employment in commissioned education for teachers employed with a holiday allowance are 40 hours on average per normal working week over a calculation period of twelve months.



If the length of the limitation period is shown to place an unreasonable burden on teacher or working group, the local party may request that agreement be reached on a shorter limitation period or scope of normal working hours for a particular employee or group of employees.

If, following negotiations at local and central levels, the parties cannot agree, a six-month limitation period for normal working hours applies to this group.

#### **4:3:3 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.

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

Employees are subject to collective bargaining agreements concluded between the 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 breaks

- § 16 concerning exchanging breaks for meal breaks in cases other than those stated in this agreement.

#### **4:5 Compensation during normal working hours for work during 'inconvenient working hours'**

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

<b>Scheduling times</b>	<b>Compensation/ hour 01/11/2025</b>	<b>Compensation/hour 01/11/2026</b>
Monday to Thursday 19.00 to 22.00	26.90	27.70
Monday to Thursday 22.00 to midnight and Tuesday to Friday from midnight to 06.00	54.00	55.60
Monday midnight to 07.00	66.60	68.60
Friday 19.00 to midnight and from midnight to midnight Saturday, Sunday, public holiday.	66.60	68.60
From 16.00 to midnight on a working day immediately preceding Epiphany, 1 May, Swedish National Day, All Saints' Day or Ascension Day and from midnight to 07.00 on the working day immediately following Epiphany, 1 May, Swedish National Day or Ascension Day.	66.60	68.60
From 18.00 on Maundy Thursday, Midsummer's Eve, Christmas Eve or New Year's Eve to 07.00 on the working day immediately following the public holiday.	133.30	137.30

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.*

## **4:6 Overtime**

The changes to be implemented as of 1 September 2026 are described in each rule.

Overtime work, which confers a right to overtime compensation, shall be understood as meaning work that the employee performs outside normal 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 separate overtime compensation as per 4:6:1 is also excluded from the provisions of the Swedish Working Hours Act.

### **4:6:1 Exclusion from separate 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 agreed otherwise, 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, any person employed in a substitute post under a ‘revolving holiday schedule’ or in other similar situations is also not entitled to overtime compensation when transferring between substitute posts.

Applies from 1 September 2026: Overtime compensation is not paid if a part-time employee who has expressed a wish for an increased degree of

employment refuses a reasonable offer of a permanent increased degree of employment in the relevant unit within a period of six months.

**4:6:2 Calculation of overtime**

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

Applies from 1 September 2026: Actual time worked is included in the calculation.

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

**4:6:3 Compensation**

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

<b>Two hours immediately before and after for a full-time employee in respect of normal hours for a full-time employee:</b>	<b>In other hours:</b>
---	------------------------

**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 3, overtime compensation in accordance with the table above is 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.*

#### **4:6:4 Compensation for extra hours (ceases to apply to extra hours as of 1 September 2026)**

If a part-time employee performs work in addition to the normal 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 have been worked both before and after normal 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:

$$\frac{\text{Monthly salary}}{(3.5 \times \text{degree of employment} \times 40)}$$

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

#### **4:6:5 Part-time work up to full-time**

Part-time employees can work up to full-time by agreement with the employer. Any such extra hours are not to be taken into account in the limitation under 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 terminated 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 be able to show what are ordered and agreed extra hours.*

### **4:7 Travelling time allowance**

Normal salary is paid for travelling time during normal working hours. A travelling time allowance is paid for travelling time outside normal 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 normal working hours on a particular day.

Travelling time conferring an entitlement to compensation shall be understood as meaning the time it takes to travel to and from the work destination during work 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 preschool/school.

### **4:7:1 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

Monthly salary/240

(Maximum of 6 hours/calendar

day)

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

Current fixed monthly salary

degree of employment

### **Exclusions**

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

#### **4:8 Travel allowance**

In cases where the employer requests or approves that employees travel for work purposes using their own car, compensation is paid according to the Swedish Tax Agency's established standard amount for tax-free mileage allowance. The local parties are permitted to agree otherwise. The employer and the employee may also agree on a case-by-case basis on a fixed cash payment or a variable payment with a tax-free component.

### **5 Holidays**

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 agreed otherwise locally or the preschool/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 agreed otherwise, 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 holidays.

Teachers who, owing to absence credited for the purposes of holiday pay, have not benefited from the annual leave during the summer holidays 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 degree of employment is changed during the holiday year.



### **5:5 Change in degree of employment**

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

If the degree of employment has changed in the course of a calendar month, the calculation shall be based on the degree of employment that applied on the majority 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 working week per four-week period (or such other period that comprises a full scheduling cycle).

Example: In the case of 25 days' gross holiday and three working days/week, the net holiday is 15 days.

When holidays are 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 compensation 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 the 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 is paid in conjunction with the 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 holidays. 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 a 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 holiday 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 holidays, recess pay shall be paid during the holiday period as if the employment were still ongoing.

### **6:7 Total annual salary**

The total annual salary can never exceed twelve months' salary plus holiday supplement when calculating recess 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 winter half term, Easter and autumn half term 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 is paid by the Swedish Social Insurance Agency 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 illness.

### **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 to the employee as of the 15th calendar day of the period of illness.

- 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 no less than one year or who have come directly from a job where they were entitled to sick pay for no less than 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 infected shall notify the employer at the earliest opportunity, 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 notification is made in accordance with the above. The employer shall be informed at the earliest opportunity 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 illness. A medical certificate must always be provided from the eighth day of illness. 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 the daily salary is calculated as provided for in 2:1 for an employee with a weekly salary, the 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 illness absence up to 20% of average weekly working hours (qualifying period) in the illness period:

$$\frac{(\text{monthly salary} \times 12.2)}{(52 \times \text{weekly working hours})}$$

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

$$(0.2\% \times \frac{\text{monthly salary} \times 12.2}{(52 \times \text{weekly working hours})})$$

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 inconvenient working hours compensation otherwise payable.

#### ***Comment:***

*The employee's average weekly working hours shall be understood as being the weekly working time in hours for a normal 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:**

*6:4:3 specifies that a new illness period starting within five calendar days of 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 weekdays, 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:

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

Example for 2025:

The price base amount for 2025 is SEK 58,800

The salary limit is therefore:

$$\frac{10 \times 58,800}{12} = \text{SEK } 49,000$$

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

A sick pay deduction is made as follows:

$$\frac{(0.9\% \times \text{monthly salary} \times 12)}{365}$$

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

$$(\frac{0.9\% \times 10 \times \text{pba}}{365}) + \frac{0.1\% \times (\text{monthly salary} \times 12 - 10 \times \text{pba})}{365}$$

The deduction as of the 15th day of illness shall 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 of a previous period of illness, the periods shall be counted together.

### **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 retrospectively 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 of 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 illness period.

### **7:5 Changes to salary or weekly working hours**

The employer shall not make deductions for illness based on the 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 in its entirety 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 if 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 sickness benefit must notify the employer of such a 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 at least 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:

$$(10 \times \text{pba})/12$$

Example for 2025: pba is SEK 58,800

The salary limit is therefore:

$$(10 \times \text{SEK } 58,800)/12 = \text{SEK } 49,000$$

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 at least two years
- for 180 days if the employee has been continuously employed for at least three years

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

### ***Comment***

*This applies to leave periods starting from 1 September 2025, inclusive.*

### **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 deduction 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  $\text{monthly salary} / (4.3 \times \text{number of weekly working hours})$ .
- 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 normal working hours during certain working days of the week ('intermittent part-time working'):

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

### 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.

### 9:4 Swedish total defence

Employees are entitled to leave of absence for performing military service within the Swedish total defence system. If possible, the employee must notify the employer three months before the start of the leave and, at the employer's request, provide proof of the reasons for the request for leave.

## 10 Salary for part of a salary period

If an employee starts or ends their employment or changes their degree 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 degree of employment, each period and degree 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 July    Part time (50% as of 17 July)**

X = SEK 40,000

Y = 31 days

Z = 27 days

S = SEK 34,839

X = SEK 20,000

Y = 31 days

Z = 4 days

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 of age).

### 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 at least 2 years but less than 4 years	2 months
Minimum period of employment at least 4 years but less than 6 years	3 months
Minimum period of employment at least 6 years but less than 8 years	4 months
Minimum period of employment at least 8 years but less than 10 years	5 months
Period of employment at least 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 – and have been continuously employed at the company for a period of at least 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 reductions**

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 ends one month after either party has given 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 of longer than one month after the employee has reached the age specified above. This shall 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 any financial loss and inconvenience thereby caused, by paying an amount corresponding to no less than the salary during the part of the period of notice that was not observed.

## **11:6 References**

The employer shall provide employees who have 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 that at the time the need came about 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 subject to 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 by no later than within one year of the occurrence of such circumstance, unless otherwise provided by a local collective agreement. Such party shall lose the right to negotiations if no such call for negotiations has been made within the time limits 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 national association, or the authorised representative appointed by the union organisation and about which the organisation has informed the employer.

Local negotiations shall commence at the earliest opportunity and by no later than within 21 days from the day on which the second party received the request for negotiations, unless agreed otherwise by the parties.

### **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 in writing to the other party bound by the central agreement within two months from the day on which local negotiations were concluded. 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 agreed otherwise by the parties.

### **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 initiated within three months from the day on which negotiations were terminated. If this is not done, the right to initiate 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 2025, inclusive, until 31 August 2027, 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 the purpose of renegotiation, the agreement will run with seven days' mutual notice from 1 September 2027, inclusive, unless the parties have concluded a new agreement before that.

Stockholm, 10 September 2025

Almega Education

*Daniel Andersson/Maria Tingnell/David Larsson*

P.p. The Swedish Teachers' Union

The Swedish Teachers' Union

*Jens Ranta/Robert Nilsson*

## Appendix 1

### Order of precedence in the case of staff reductions

#### *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 area, the same shall apply in respect of the corresponding provisions of this appendix.*

In the event of a reduction in staff numbers, the local parties must assess the employer's requirements and needs in terms of staffing and regarding which requirements can be specified relating to, for example, the rules on teaching licences etc. defined in the Swedish Education Act and other regulations. If these needs cannot be fulfilled by application of the law, the order of precedence for 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 working 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 regard, the above-mentioned criteria shall apply. The local parties are obliged, upon request, to conduct negotiations as provided for in the preceding paragraph, and to confirm in writing any agreements that are concluded.

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 national parties to this agreement with the relevant evidence base.

### **Comment**

*In the absence of a local or central agreement as above, notice of termination on the grounds of redundancy or reemployment may be assessed 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 reductions 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 exempt three employees in the operating unit and agreement area concerned. Those exempted 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 exempt a total of four workers for all agreement areas.

With regard to a situation in which 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 agreement area concerned may exempt 15% of the employees who ultimately have to leave their employment due to the shortage of work before the list of employees is drawn up. Exemptions 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 exempted 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 exempt further employees in the operating unit and agreement 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 exemption' provision.*

*For the purposes of this provision, 'agreement area' shall be understood as meaning the category distinction between manual workers and salaried employees (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 ultimately have to leave their employment due to the 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 shall be rounded mathematically.*

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

*According to the fifth paragraph of the section, the possibility of exempting 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 exemption. Against that background, an employer that has dismissed one or more employees due to shortage of work and then exempted employees from the order of*

*precedence may only exempt employees from the order of precedence after three months have passed since the first dismissal was implemented, in the event of dismissal due to a 'new' shortage of work in a previously concerned operating unit and agreement area. 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 exempt 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.*

## **Appendix 2**

### **Local agreements**

The agreement and the scope it provides for localisation create the conditions for retaining and recruiting staff. Deviations may be permitted via local collective bargaining agreements, which in turn may allow for individual agreements between employers and employees. Before a local collective agreement is concluded, an analysis should be conducted to clarify the impact of such an agreement on the organisation, the finances, the staffing possibilities and the work environment of employees. The agreements must not contravene binding legislation.

When concluding collective agreements, the following aspects should be taken into account:

- Specification of the provision/aspect of the agreement on which the local deviation is based
- Purpose of the deviation and its effects
- The organisation(s), occupational group and/or employees concerned
- Duration of the agreement and period of notice
- Description of what happens in the event of termination or re-regulation of the agreement

- If the contract includes values, there should be a description of whether, and if so how, such values are to be updated over time and how any reversal is to be carried out/calculated
- Indication of whether there is to be any follow-up and, if so, how.

### Example of agreement for settlement periods in the case of recess position

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.

### Holidays

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 has been 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 holiday, for example to reflect position, age, whether there is unpaid overtime, unregulated conditions for working hours, personal salary etc.

It can 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 bargaining agreement shall be retained unless agreed otherwise 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 normal 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 shall be paid as follows

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

Compensation shall 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 normal 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 the 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 shall 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.

**As of 1 September 2026, the following applies:****Clause 5 Hours worked while on duty**

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

### Standby duty

‘Standby duty’ shall be understood as meaning time outside normal 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 in a row, and such that each employee receives no less than two weeks free from standby duty between each standby period, unless agreed otherwise.

### Compensation

Compensation for standby duty:

1 November 2025: SEK 17.60 per hour including holiday pay.

1 November 2026: SEK 18.10 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 2025: SEK 35.10 per hour including holiday pay.

1 November 2026: SEK 36.10 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 employee have concluded a separate agreement for standby duty compensation.

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

### **As of 1 September 2026, the following applies:**

Time when work is performed shall be compensated according to the rules on overtime, unless agreed otherwise by the employer and employee

### 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 lodgings’ shall be understood as meaning a residential apartment that the employer owns or has use of and that the employer provides to the employee as accommodation necessary for the performance of duties associated with the employment and that therefore is let to the employee in connection with employment associated with a residential requirement.

The rent for official lodgings 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 lodgings and its location.

- 3 ‘Staff accommodation’ shall be understood as meaning a residential apartment that the employer owns or has use of and that 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 lodgings/staff accommodation,
  - b) subletting of official lodgings/staff accommodation.
5. Notice terminating a rental agreement for official lodgings/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) if the employee has not paid rent,
  - c) if the employee has acted in breach of clause 4,

d) if 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 of 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 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 lodgings/staff accommodation in conjunction with cessation of employment.

### Quality of preschool and after-school activities

The parties' common view is that educational 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. Allocating time for planning is an important instrument for guaranteeing quality in the teaching and related activities. This must be taken into account during the scheduling of working hours, so that the tasks can be performed within the framework of normal working hours.

Preschool teachers and after-school care staff 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 schools 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.

For individuals, this means an ongoing 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 continues 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. In order to live up to these expectations, 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.

#### **Students' learning**

Acquiring knowledge is the central focus of schools. This has always been the case and will continue to be so. However, the concept is currently being expanded from focussing on a traditional teacher-centred approach towards

a changed way of working, in which students take more independent responsibility for their own learning, in other words lifelong learning. Planning, setting goals and evaluating are becoming a major and 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 to achieve different goals at the individual school. New perspectives based on 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 to enable 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 an organisation that fosters learning, management is under considerable pressure to achieve consensus among employees regarding a common vision. To achieve this, management must be able to stimulate, motivate, support, enthuse and otherwise help develop environments that foster learning. The quality process for creating a better school that encourages development must be continuously measured and evaluated.

### **The parties' common vision**

In order to meet the needs of new schools, the central parties have amended the provisions regarding working hours for teachers in favour of regulated working hours. The intention has not been to increase or reduce teachers' traditional teaching time, but to increase the opportunities for teachers and school managers 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.*

### 10

#### **School trips with overnight stays**

The following provisions apply unless agreed otherwise between the local parties:

##### **Working hours**

Time spent on school trips should be planned so that it is included in the average normal 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 normal 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 longer than seven days, the employee should be provided with a rest period of no less than 36 hours per week before the trip. During the trip, the employee shall be provided with a rest period of no less than 24 hours per seven-day period. In cases where the trip has lasted for 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 normal 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 will receive compensation of SEK 750. 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.

**Schooling during holidays**

By agreement with individual staff members, an additional 10 working days may be utilised for the provision of schooling during holidays. Compensation is paid to employees as follows: when working hours fall within the normal annual working hours, the employee is compensated at 150% of the daily salary as specified in 2:1, and if working hours exceed the normal 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 holidays 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 is required to 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, as specified in subsection 7.2 in section 1 or who (as per ITP 2) have reached the age of 25 but not 65 as specified in subsection 6.4 in section 2.
- § 2 The supplementary premium shall be paid to Collectum as of 1 September 2024 and thereafter on a monthly basis. Increases to the supplementary premium shall be made in accordance with § 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 as part of 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 Flexible Pensions in Service Companies.

- § 3 As of 1 September 2024, the flexible pension premium will gradually be 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 Flexible Pensions 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 negotiation process. As a result, any reduction in the scope for salary increases resulting from the introduction or increase of the flexible pension premium is addressed via the local salary negotiation 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 systems 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 conduct negotiations to delay in entirety or in part 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 Flexible Pensions. 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 legal 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 by no earlier than at the time of introduction on 1 September 2024 and no later than 31 December 2024.
  - A new salaried employee at the company may state a choice to opt out by no earlier than on the day of appointment and no later than two months thereafter.
  - A salaried employee at the company who becomes enrolled on the Flexible Pensions in Service Companies system via a transfer of operations 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 agreement, becomes enrolled on the Flexible Pensions 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***

*Upon commencement of the employment, it is possible for the employer to state in the employment contract what is the agreed salary and Flexible Pensions in Service Companies, as well as what the salary would be in the event of an opt-out from Flexible Pensions. If a salaried employee chooses to opt out from contributing to Flexible Pensions, notice to that effect may only be given upon commencement of employment.*

**Note 2**

*In the event that a newly-hired salaried employee is authorised to take a holiday 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 Flexible Pensions, the opt-out period is extended by the corresponding number of calendar days.*

### **Note 3**

*If 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 15 March to 15 May, and his or her decision will take effect from 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 years of age, as the opportunity to notify a decision to opt out from contributing to Flexible Pensions comes into effect no earlier than when the employee turns 25 and no later than two months thereafter.

The employer shall document that the employee has chosen to opt out from contributing to Flexible Pensions in Service Companies as specified in these rules, and then report this 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 this happens, and the effect of the employer's decision is that salaried employees have the opportunity to opt out from contributing to Flexible Pensions in Service Companies, this shall apply on the condition that the above-mentioned deadline(s) permit(s) this. If the effect of the employer's decision is that salaried employees are no longer able to opt out, the previously granted opt-out applies unless agreed otherwise as specified in § 5 below.*

### **Note 5**

*The parties agree that opting out shall be the salaried employee's own decision and is therefore not permitted to be conditional in relation to benefits relating to the 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 the 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 regarding contributions that are in addition 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 to be valid, the individually agreed additional contribution shall be paid as salary to the salaried employee.

***Note 1***

*The parties to this agreement on Flexible Pensions 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 Flexible Pensions 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, using 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 Flexible Pensions in Service Companies, such contributions shall instead be*

*paid out as salary when the full premium rate of 2% has been implemented at 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%, making a total of 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 Flexible Pensions in Service Companies as stipulated in the current agreement.

The company may choose to introduce contributions to Flexible Pensions in Service Companies for all salaried employees at the company at a faster rate than specified in this paragraph, but this 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 to be an individual agreement on additional contributions in the framework of the flexible pension agreement.

## ***Note 2***

*With regard to an organisation, or part of an organisation, that is transferred from one employer to another by a transfer of operations 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 Flexible Pensions 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 Flexible Pensions 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 years of age and no later than up to and including the month during which the salaried employee turns 66 years of age.
- § 9 Calculation of the supplementary premium is to be based 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.
- § 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 required 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.*

- § 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 that employers 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 Flexible Pensions 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 that do not have ITP 1 or ITPK**

- § 15 In the case of salaried employees aged between 25 and 65 years of age (ITP 2) or 66 years of age (ITP 1) for whom the ITP agreement is or could have been applicable but who do not have any current earned entitlement with the employer under ITP 1 or ITPK, the employer enters into an individual agreement with the employee as to how the contributions to Flexible Pensions in Service Companies should be handled, taking into account the conditions at that time. 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 Flexible Pensions 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 become better able to apply to their employer for reduced working hours from the age of 62 (ITP 2) or 63 (ITP 1) in order to facilitate Flexible Pensions. A requirement for being able to come to an agreement 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 the employer and the salaried employee agree that the salaried employee is to reduce working hours, the employment becomes part-time working from the date when the agreement takes effect, with the degree of employment stipulated in the agreement.

If no agreement is reached regarding reduced working hours, the employer shall notify the employee and his or her local union organisation (if there is a local branch/association at the company) accordingly, stating the reasons why 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. 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 if 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 statutory regulations governing pensions applicable at any given time.*

***Note 2***

*It is required 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 Salary Formation for Independent Schools and Preschools as well as Commissioned Education between Almega Education and the Swedish Teachers' Union**

This agreement applies to members of the Swedish Teachers' Union employed by companies affiliated to Almega Education. Appendix 1 specifies those who 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 create opportunities for individuals to develop and be encouraged to perform well. Salary formation can thus help achieve high quality, efficiency and profitability. This enables positive salary progression and security of employment.

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

The salary agreement is a process-based salary agreement with local salary formation and no individual guarantees, in which the scope for salary increases is determined locally based on each company's specific conditions. 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. Opportunities for professional development, and thus salary progression, are of great importance in terms of the development of both the organisation and the employee. Other factors influencing salaries include the national economy and the resources that municipalities invest in the type of establishment covered by the agreement.

Salaries shall be individual-based and differentiated. This shall take account of the significance of greater salary differentiation for good performance. Each employee shall be aware of the principles on which their salary is set and the requirements that apply to enable good salary progression. Improved knowledge and experience enable employees to develop and perform tasks that are more advanced and require greater responsibility. The link between experience and salary progression deserves to be given special attention. Employers and employees have a joint responsibility to pursue 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 the 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 in the annual salary review. The same assessment 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 does not benefit from salary progression, the parties concerned shall 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 salary formation.

It is at the individual company and among the management, employees and union representatives that knowledge and information about circumstances at the company that relate to salary formation are found. 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. This enables salaries to be set in a way that is acceptable to both the employer and individual employees. The following can be taken into account when establishing criteria for salary setting:

- the content of the tasks, the level of difficulty and the responsibility involved
- the employee's performance and means of satisfying the requirements that are 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
- approved credentialing, in line with the professional development programme

Good salary criteria shall be clear, linked to the needs of the organisation, known by the employees and managers and applied to all employees affected 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, the employer and employee must hold a discussion regarding goals, development/performance and salary every year.

The goals/development discussion is the dialogue that is conducted between the employer and employee to clarify the goals that employees shall work towards over the next business year and the development activities that will be required to achieve these goals.

The performance discussion is the dialogue conducted between the employer and employee in which the individual's performance is assessed in relation to goals that were previously set, and feedback is given regarding the criteria for individual salary setting stated in the company's salary policy. Dialogue about the revised salary is an important requirement for this discussion. It is important that both the employee and the manager have prepared for the discussion.

Information about the revised salary and the reasons for it are 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 determined by local salary 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 point

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 shall apply unless agreed otherwise by the employer and the local union organisation. Local trade union organisation shall be understood as meaning the trade union representatives appointed at the workplace with a mandate to conduct local salary negotiations.

#### ***Comment***

*If there are no elected representatives at the workplace with a mandate to negotiate salaries, the local party is the national organisation of the Swedish Teachers' Union or the negotiating representative of the national organisation. Otherwise, the national organisation is the local party with regard to points 4, 5 and 6 of the negotiating procedure in companies without a negotiating representative. Points 1, 2, 3 and 7 of the negotiating procedure are addressed via dialogue between the employer/manager and employees at the companies, with the following exception in point 2:*

- *prior to the salary review, the Swedish Teachers' Union confirms the members covered by the salary review and informs the employer about which employees will be covered by the settlement for the new salaries, and*
- *in cases in which the company intends to offer salaries below the general level of the Swedish labour market, where industrimärket (the industry negotiating benchmark) is normative, contact is made with the national organisation of the Swedish Teachers' Union.*

1. Information about the content of this agreement is provided to members of the Swedish Teachers' Union.

2. The local parties shall review point 2 of the salary agreement, including as regards basic conditions, joint analysis of the external situation, market forces, job content and salary structure – both current and desired – at the company, as well as any areas of focus/priorities. 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 check the salary policy against criteria, to ensure it is up to date and known.

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

If the parties agree on the scope available for salary increases, it is recommended they document this in an appropriate manner. If the parties do not agree on the local conditions and the range of salaries, the process should be adjourned and central consultation as described in point 4 should be requested before the employer proceeds with the salary negotiations. If there is no local party, contact is made with the national organisation of the Swedish Teachers' Union in cases in which the company intends to offer salaries below the general level of the Swedish labour market, where *industrimärket* (the industry negotiating benchmark) is normative.

3. During the salary discussion, the employer presents proposals for the new salary to the employee, 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 point 2). If the parties agree, the salary review is formally finalised and the new salaries are paid. It is recommended that the parties document this in an appropriate manner.



5. If the parties fail to agree, the local union organisation may call for local negotiations, which 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.

Any 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 *industrimärket* industry benchmark 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 clause 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 should not be regarded as a personal guarantee. However, the salary agreement shall serve as a guideline and apply in its other respects.

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

### ***Comment***

*If central consultation as per point 4 has been requested by either party after documentation for settlement has been submitted to the union or if local negotiations have failed to result in an agreement, the salary negotiation process will be paused and the parties do not*

*need to call for negotiations within 14 days to avoid statutory limitation. The purpose of the consultation is to enable the local parties to resume and finalise the local salary negotiation process. If the local parties fail to reach an agreement after consultation, the time limits set out in points 5 and 6 of the negotiating procedure apply.*

## **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.

## **Appendix to the salary agreement**

### **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 agreed otherwise.

#### **1.2 Exceptions for certain categories**

This salary agreement does not cover employees who 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
- have employment that constitutes a secondary occupation

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 year concerned 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 no less than the next three months on the day before the salary review for the respective year is excluded from this salary agreement unless an agreement stating otherwise is concluded. 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 point 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 point 3 (Salary progression), unless a local agreement stating otherwise has been concluded.

## **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 working hours for all or some of the employees at the company are changed on the review date or later in the particular year, the salary for the employees thus 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 point 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.

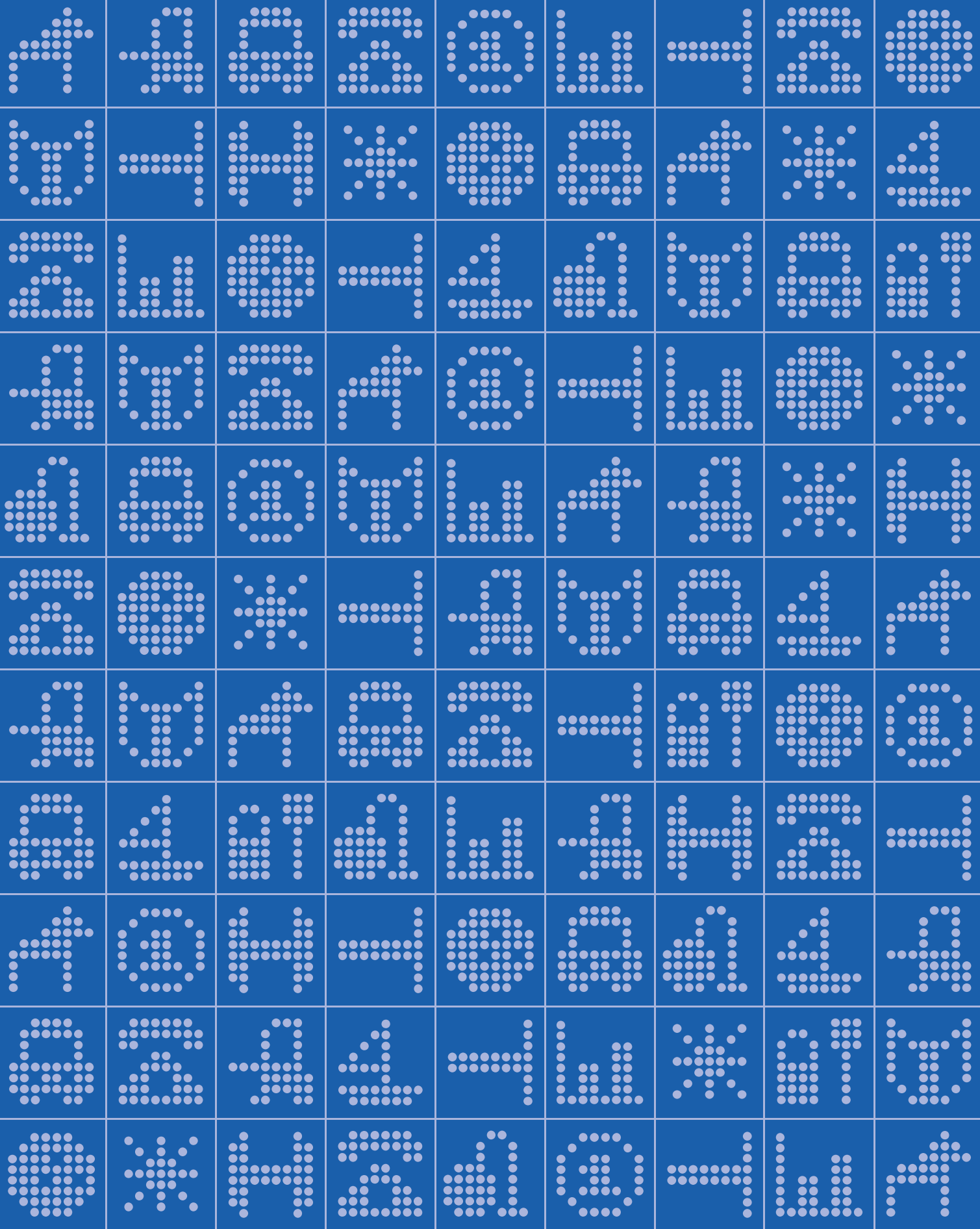
#### **3.2 Notification of pensionable salary**

Companies shall notify Collectum/PRI of salary progressions.

Art. no. 6510 2509







The agreement can e downloaded on  
[www.arbetsgivarguiden.se](http://www.arbetsgivarguiden.se)

Order nr: 6618 2509

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