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## SALARY AGREEMENT Salaried employees in **Staffing Agencies**

### AGREEMENT SIGNED FOR 2020-2023 PERIOD

Agreement valid: 01/12/2020-30/04/2023

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### A Kompetensföretagen

Akademikerförbunden



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### Salaries – Unionen

### 1. Salaries

Agreement on salaries between the Competence Agencies of Sweden and Unionen for the period 1 December 2020, inclusive, to 30 April 2023, inclusive.

This agreement applies to members of Unionen employed at companies covered by the collective bargaining agreement between the Competence Agencies of Sweden and Unionen.

### 1.1 Rules on salary-setting

### **Starting points**

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

It is of major importance to the development and competitiveness of the companies that they have employees with the right skills who are given the opportunity and the incentive, throughout their professional lives, to develop their skills appropriately. If a company has salaried employees whose skills and salaries are not developed appropriately, they should be the focus of particular attention.

If necessary, the parties may, when establishing a schedule, start negotiations by reviewing the content of this agreement in order to eliminate any unclear points.

### The system of individual salaries

Salaries shall be individual and differentiated.

Salaries are also affected by market forces and the local parties' perception of a certain salary structure in the company. Each salaried employee shall know the grounds on which salary is set and the requirements that apply for a salary increase to be awarded.

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

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

Each manager should conduct performance reviews as a means of obtaining a basis for the evaluation of development efforts and salary reviews.

In the course of the salary survey and analysis in accordance with the Swedish Discrimination Act, the local parties should find and develop procedures for co-operation.

### Salary-setting, general

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

A salaried employee's salary must be set in a way that reflects the following:

- the content of the tasks, the degree of difficulty and the responsibility involved, plus
- the salaried employee's performance and ability to meet goals set
- responsibilities –
- financial,
- operational, personnel
- knowledge and experience
- ability to lead, take the initiative and work with others, as
- well as the employee's inventiveness and pedagogical skills.

### Salary increases

- Salary increases for individual allocation are allocated on the basis of the rules in this appendix.
- If a salaried employee has been given more advanced tasks involving more responsibility, a salary increase over and above the general level shall be awarded.

### Salary-setting at recruitment and promotion

- The local parties should, within the framework of local salary policy, work together in deciding how the salary should be set at recruitment and changes in tasks/promotion.
- If the local union organisation so requests, the employer's

decision on a suitable starting salary for the person in question shall be preceded by negotiation. The local parties should identify rational procedures for co-operation to this end.

- The starting salary shall be set at the same level as equivalent positions at the company and be established as specified in the rules in this appendix and the company's salary policy, and on the basis of competence (education and experience) and the effect of market forces.
- Salaried employees who have been given completely or partially new tasks that may be regarded as a promotion shall receive a salary increase separate from the salary agreement. Any such salary increase shall normally take effect when the change is made.

### Salary conditions

- There shall be a difference in salary between managerial salaried employees and subordinate staff not in any specialist position. When setting and comparing salaries, benefits in addition to salary shall also be taken into consideration.
- The basic principle is that men and women shall receive equal pay for work that is equal or that is to be regarded as equivalent.
- Salary growth for employees with long experience in the company within their work/professional field shall not be less favourable than for salaried employees with less experience.
- Salary growth for employees who have taken or are on parental leave shall not be less favourable, by reason of taking the leave, than for other salaried employees in the company.
- In the case of salaried employees who have not been awarded an acceptable salary increase, separate discussions shall be held between the salary-setting manager and the employee concerning his or her ability to perform the tasks, needs for competence enhancement initiatives or other appropriate actions.

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

The overall scope for individual salary increases is calculated as

2.9% and 1.8% of the total of fixed cash salaries for salaried employees on 30 November 2020 and 30 April 2022, respectively.

Unless otherwise agreed locally, full-time employees are guaranteed a salary increase of SEK 265 at the review on 1 December 2020 and SEK 175 at the review on 1 May 2022. In the case of part-time employees, the amount shall be recalculated as the proportion that their part-time hours represent of full-time working.

In the case of salaried employees remunerated with both fixed and variable salary, together with employees paid in accordance with the performance-based pay system, the amount shall be downwardly adjusted in proportion to the ratio of the fixed salary to the total salary. Unless otherwise agreed by the company and the salaried employee, total salary shall be understood as the average of variable and fixed salary during the contract year.

### Allocation of individual salary increases

The scope for increases created as above shall be allocated individually as specified in the rules on salary-setting, subs. 1.1.

Individual salary increases shall be paid as from 1 December 2020 and 1 May 2022.

### 1.3 Minimum salaries

If a salaried employee, no later than on 30 November 2020 or 30 April 2022, respectively, has reached the age of 20 or 24 years, respectively, his/her salary shall be no less than:

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

The salaried employee's contribution to the scope for increases is used as a basis for calculating the applicable salary amount. If the sum is not sufficient to obtain the salary amount, the remainder shall be removed from the available scope for salary increases.

The minimum salaries indicated concern salaried employees in full-time employment. On application of these amounts to parttime employees, the amounts shall be calculated as the proportion that their part-time hours represent of full-time working.

"Salary" shall in this context be understood as meaning:

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

The salary amounts specified also apply to substitutes, who are, under subs. 2.2, otherwise excepted from the salary agreement.

A salary increase to the above amounts need not be awarded if the salaried employee has reduced working capacity. In such cases, a local agreement on the salary is entered into.

### 1.4 Introductory salary

An introductory salary may be applied, provided that:

- introductory and training programmes and a timetable have been approved by the local union organisation and

the salaried employee has no experience of the tasks in question.

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

The salary for such salaried employees shall be no less than 75% of the minimum salary for salaried employees who have reached 20 years of age. Introductory salary may be paid for a maximum of 12 months, although for no longer than the agreed introductory period.

### 2 Scope

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

### 2.2 Exception of certain categories

The salary review does not cover salaried employees who, on 30

November 2020 or 30 April 2022, respectively:

- have not reached 18 years of age or
- are employed as a substitute or otherwise on a fixed term and whose employment has not been continuous for 6 months or
- are employed on probation and either have not been transferred directly from previous employment in which they were covered by a salaried employee agreement on general terms and conditions, or whose employment has not been continuous for 6 months or
- have employment that constitutes a secondary occupation or remain employed by the company after they have reached 68 years of age (from 2023: 69 years of age) or were employed by the company after they reached the pensionable age applied at the company.

Agreement can be entered into to award a salary increase to a salaried employee who is excepted from the salary agreement as above.

In that case, the provisions in this salary agreement shall serve as guidelines.

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

A salaried employee who, on 30 May 2020 or 30 May 2022, respectively, is on leave of absence for at least three months from then on for any reason other than illness or parental leave is excepted from this salary agreement, unless otherwise agreed. When the salaried employee returns to work, his or her salary shall be determined according to the standards applied to other salaried employees at the company as specified in this agreement.

# 2.3 Salaried employees who have terminated their employment

If a salaried employee has terminated his or her employment on 1 December 2020 or 1 May 2022, respectively, or later, and has not

received any salary increase as specified in subs. 1.3, he or she shall notify the company of his or her claim for a salary increase no later than within one month after the salaried employees at the company have been notified that the salary review has been implemented. If the salaried employee fails to do so, he or she is no longer entitled to receive a salary increase as specified in this salary agreement.

### 2.4 Salary review for certain new employees

If, on 1 November 2019 or 1 November 2021, respectively, or later, the company and a salaried employee have entered into an employment agreement and thus also a specific salary, and they have further expressly agreed that the agreed salary shall apply irrespective of the salary review in 2020 or 2022, respectively, the salaried employee shall not be covered by the salary agreement.

### Note

Normally, salaries are reviewed annually. The agreement has no provision for a salary review in 2021.

This means that any salary increase for new employees appointed at the 2020 salary level will be eligible for a review on 1 May 2022. At the request of the salaried employee, the company shall look into whether it is possible for a review to be conducted in 2021 for the employee concerned.

### 2.5 Salary review already performed

If, pending this salary agreement, the company has already awarded general and/or individual salary increases, these increases shall be set off against what the salaried employee receives on application of subs. 1.2, unless expressly otherwise agreed in a local agreement.

### 3 Rules on application

### 3.1 The term "company"

In cases where a company has its operations in different locations or has several units in the same location, the following applies to the calculation of the scope for salary increases as specified in subs. 1.2. If such has been standard practice at the company in application of previous salary agreements or if a local agreement to this is entered into, "company" shall be understood as the company as a whole, otherwise the agreement is applied per company unit.

### **3.2** Retroactive conversion

In cases where this salary agreement is applied retroactively, the following applies to sick pay deductions etc., deductions for leave of absence and overtime payments made.

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

Sick pay deductions up to and including the 14th calendar day shall be converted retroactively.

There shall be no retroactive conversion for sick pay deductions as from the 15th calendar day, other than where the salary increase was taken into consideration in determining the sickness benefit.

Deductions for leave of absence shall be converted retroactively. Conversion shall take place on an individual basis.

Overtime payments shall be converted retroactively. Conversion shall take place on an individual basis.

### 3.3 Change in working hours

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

### 4 Commission

- **4.1** Guaranteed commission amounts to salaried employees paid entirely by commission will be increased by SEK 265 per month on 1 December 2020 and by SEK 175 on 1 May 2022.
- **4.2** In the case of salaried employees paid in commission and profit sharing, the aim should be for the growth in their remuneration to follow that of other salaried employees in the long term, taking into account the fact that it is the nature of these forms of salary that the annual remuneration for individual salaried employees may vary.
- 5 Certain pension issues
- 5.1 Pensionable salary increases

If a salary increase is awarded to a salaried employee who as specified in subs. 2.3 is entitled to a pension, the increase shall not be pensionable. If the employment is terminated due to retirement, the increase shall, however, be pensionable.

### 5.2 Notification of pensionable salary

Companies shall notify Collectum or PRI, respectively, of any salary increase as pensionable salary, in accordance with subs. 1.3 as of 1 December 2020 and 1 May 2022.

### Local salary agreement – Unionen

### Introduction

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

### Conditions

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

Local salaried employee party as specified in this agreement shall be understood as the local salaried employee union or, where there is none, the trade union representative with the authority to negotiate salaries.

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

Prior to each salary review, the employer and the local salaried employee party concerned shall make a joint assessment of the financial conditions of the company. The local salaried employee party concerned shall be provided with all relevant information required for the negotiations, such as the company's earnings and outlook, the finances of the various profit centres, sales statistics, etc.

A joint assessment shall also cover the salary situation at the company. For example, salary growth over the past two years, "internal salary statistics" and salary differences between different groups, for example men and women.

After each salary review performed as specified in this agreement, the employer and the local salaried employee party shall jointly evaluate the review. The local salary agreement has the same term as the central salary agreement and ceases at the same time as the central agreement, irrespective of any local settlement.

### Rules on salary-setting

### **Starting points**

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

It is of major importance to the development and competitiveness of the companies that they have employees with the right skills who are given the opportunity and the incentive, throughout their professional lives, to develop their skills appropriately. If there are salaried employees whose skills and salaries are not developed appropriately, special attention must be paid to them.

### The system of individual salaries

Salaries shall be individual and differentiated. Salaries are also affected by market forces and the local parties' perception of a certain salary structure in the company. Each salaried employee must know the grounds on which the salary is set and what the salaried employee can do to increase his or her salary.

The employer and the salaried employee shall play a part in to the salaried employee's competence development. Greater knowledge and experience enable the salaried employee to develop in order to perform tasks that are more advanced and require more responsibility.

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

### Salary-setting

A salaried employee's salary shall be set in a way that reflects the following:

- the content of the work tasks, the level of difficulty and the responsibility involved, plus

- the salaried employee's performance and approach to meeting the requirements regarding responsibility for financial matters.

Other important factors that shall be weighed up in salary-setting are the salaried employee's

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

### Salary increases

- It is extremely important for the company to have a well developed and established salary policy.
- If a salaried employee has been given more advanced tasks requiring more responsibility, this shall be reflected in his or her salary.
- Salaried employees who have been given completely or partially new tasks that may be regarded as a promotion shall receive a salary increase separate from the salary agreement. Any such salary increase shall normally take effect at the time of promotion.
- Salary increases that must be allocated individually as specified in the agreement shall be allocated on the basis of the above considerations.

### Salary conditions

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

taking the leave, than for other salaried employees in the company.

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Where a salaried employee has not received an acceptable salary increase, separate discussions should be held between salary-setting manager and employee concerning the latter's ability to perform the work tasks, the working conditions and the need for competence enhancement actions or other appropriate actions.

### Starting salaries

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

- A starting salary shall be set at the same level as equivalent positions in the company.
- Account shall be taken of the business environment, the salaried employee's knowledge and experience and the requirements made in the new position.
- The starting salary shall be established as specified in the criteria for the system of individual salaries and the principles for starting salaries outlined above. Increased skills and experience shall be reflected in salary growth.
- If the local union organisation so requests, the employer's decision on a suitable starting salary for the person in question shall be preceded by negotiation. The local parties should identify rational procedures for this co-operation.

### Negotiation procedure

The negotiation procedure below applies.

- 1. No later than on 12 February 2021, or 11 February 2022, respectively, the employer shall notify the local salaried employee party of its desire to apply the local salary agreement. The local salaried employee party as specified in this agreement shall be understood as the salaried employee union branch or, where there is none, the trade union representative with the authority to negotiate salaries.
- 2. The employer and the local salaried employee party shall

jointly inform all salaried employees concerned as to the content and purpose of the agreement. If, as a result of this information, the parties find that it makes no further sense to continue to apply the agreement, its application shall be terminated and, at the earlier opportunity, negotiations shall be taken up as specified in the provisions of the central salary agreement.

3. If the local parties agree to continue to apply the local salary agreement, a negotiation procedure shall be drawn up, specifying when the negotiations are to start and when they are to have been concluded. In this situation, the local salaried employee party shall inform the employer as to which salaried employees it represents in the negotiations.

However, the negotiations shall be conducted in such a way that they can be concluded before the time specified in subs. 5 below.

- 4. During the negotiations, the local parties may request advice/assistance from the central parties.
- 5. If, with or without advice from the central parties, the local parties are unable to reach agreement, the negotiations as specified in this agreement shall be terminated. The employer and the local salaried employee party shall then, at the earliest opportunity and no later than on 5 March 2021 or 4 March 2022, respectively, initiate negotiations in accordance with the central salary agreement.

If no local agreement is reached, central negotiations shall be convened no later than within ten days from the termination of the local negotiations.

### Procedure and managers' responsibilities

Managers shall discuss work performance and its link to salarysetting with each of their employees. The central parties concerned shall prepare joint material that may be of assistance in such discussions.

Each manager shall focus particular care on the employees who, in the company's opinion, do not achieve the goals agreed and who therefore receive a lower salary increase than the majority in the group/at the company. Such employees shall be given the opportunity to improve their performance at work, for example via training and changes in work allocation and organisation of work. A separate plan for such initiatives shall be drawn up.

If a local salaried employee party or member concerned so requests, the local salaried employee party shall play a part in bringing about any changes/development initiatives that may be needed to achieve a positive change in performance at work.

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

### **Evaluation of the salary review**

The employer and the local salaried employee party shall conduct a joint evaluation after the salary review has been concluded. The following points should be taken into consideration:

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

Each party may also make their own evaluation to establish how their own goals and expectations were met.

### Negotiation procedure for salary review – Unionen

The parties agree on the following negotiation procedure for salary review as at 1 December 2020 and 1 May 2022, respectively.

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

No later than 5 March 2021 and 4 March 2022, respectively, the company shall notify the appointed representatives in writing of the new salaries that the company plans to pay to the salaried employees concerned.

- b) If salaried employees wish to call for local negotiations regarding the thus notified salary-setting, representatives of the salaried employees shall submit notification to that effect, with proposals for revisions, to the company no later than 19 March 2021 or 18 March 2022, respectively. The local negotiations on salary-setting shall be taken up at the earliest opportunity and be concluded no later than 1 April 2021, or 1 April 2022, respectively.
- c) If the local negotiations as specified in b) do not lead to a settlement, the issue must be referred for central negotiation between the Competence Agencies of Sweden and Unionen. A request for such central negotiation shall be made in writing to the Competence Agencies of Sweden and Unionen no later than 16 April 2021 or 14 April 2022, respectively. It is then is up to the Competence Agencies of Sweden and Unionen to fix, without delay, a suitable day for the parties to engage in central negotiations.

### Note

# The local parties are entitled to agree to deviate from the negotiation procedure specified under *a*) and *b*).

d) In the event that this negotiation procedure is not engaged in accordance with a) because there is no local trade union representation, the employee is entitled to call for negotiation on a new salary no later than 5 March 2021 or 4 March 2022, respectively. The employer shall then no later than within 14 days provide information as to the new salary that is envisaged. The salaried employee is entitled no later than within 14 days to call for negotiation.

The employee may be assisted by a representative during the negotiation.

# Salaries and negotiation procedure – Swedish Union for Professionals

### 1. Salaries

Agreement on salaries between the Competence Agencies of Sweden and the Swedish Union for Professionals for the period 1 December 2020, inclusive, to 30 April 2023, inclusive.

This agreement applies to members of the Swedish Union for Professionals employed at companies covered by the collective bargaining agreement between the Competence Agencies of Sweden and the Swedish Union for Professionals.

### 1.1 Local salary-setting

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

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

### **1.2** Conditions

The joint principles for salary-setting as specified in this agreement are based on the assumption that the local parties conduct an examination of the intentions of the agreement and its application at the company. With their knowledge of the company's conditions, the local parties shall participate in the salary-setting process with mutual consideration and understanding.

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

### **1.3** Transfer of party status

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

### **1.4** Evaluation

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

### 2. Rules on salary-setting

For members of the unions for graduates, the following rules on local salary-setting apply.

### 2.1 Starting points

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

It is of major importance to the development and competitiveness of the companies that they have employees with the right skills who are given the opportunity and the incentive, throughout their professional lives, to develop their skills appropriately. If there are salaried employees whose skills and salaries are not developed appropriately, special attention must be paid to them.

### 2.2 The system of individual salaries

Salaries shall be individual and differentiated.

Salaries are also affected by market forces and the local parties' perception of a certain salary structure in the company. Each salaried employee shall know the grounds on which salary is set and the requirements that apply in order to receive a salary increase.

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

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

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

At the initiative of the employer, every manager and salaried employee shall hold discussions every year, the purpose of which is to develop the salaried employee's performance and to provide the basis for the annual salary-setting. On the occasion of the salary survey and analysis pursuant to the Swedish Equal Opportunities Act, the local parties should identify and develop methods of co-operation.

### 2.3 Salary-setting, general

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

A salaried employee's salary must be set in a way that reflects the following:

- the content of the tasks, the degree of difficulty and the responsibility involved, plus
- the salaried employee's performance and ability to meet goals set
- responsibilities -
- financial,
- operational, personnel
- the salaried employee's ability to apply his or her own knowledge and experience
- ability to lead, take initiatives and work together, as well as
- the employee's inventiveness and pedagogical skills
- salary increases for individual allocation are allocated on the basis of the rules in this Appendix
- if a salaried employee has been given more advanced tasks involving more responsibility, a salary increase in addition to the general scope must be awarded.

### 2.4 Salary-setting at recruitment and promotion

The local parties should, within the framework of the local salary policy, work together in deciding how salaries should be set at recruitment and on changes in tasks/promotion.

If the local union organisation so requests, the employer's decision on a suitable starting salary for the person in question shall be preceded by negotiation. The local parties should identify rational procedures for co-operation to this end.

The starting salary shall be set at the same level as equivalent positions at the company and be established as specified in the

rules in this appendix and the company's salary policy, and on the basis of competence (education and experience) and the effect of market forces.

Salaried employees who have been given completely or partially new tasks that may be regarded as a promotion shall receive a salary increase separate from the salary agreement. Any such salary increase shall normally take effect when the change is made.

### 2.5 Salary conditions

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

The basic principle is that men and women shall have equal pay for work that is equal or that is to be regarded as equivalent. Salary growth for employees with long experience in the company within their work/professional field shall not be less favourable than for salaried employees with less experience.

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

In cases where a salaried employee has not received an acceptable salary increase, separate discussions shall be held between salary-setting manager and employee concerning the latter's ability to perform the tasks, need for skills enhancement actions or other appropriate actions.

### 3. Local salary review

The parties agree on the following procedure for salary review as at 1 December 2020 and 1 May 2022, respectively.

### a) Introduction

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

### b) Information on members

The union for graduates shall notify the company in writing, no later than 12 February 2021 and 11 February 2022, respectively, of the trade union members concerned and their representatives. The employer shall, no later than 14 days after the list has been delivered, provide a list of the salaries of the members concerned to the association.

### c) Individual salary discussion

The salary discussion is a key part of the salary-setting process at the company and forms part of the salary review. The focus is on creating a process in which the salaried employee's performance, competence and capabilities are linked to his or her individual salary growth. It provides salaried employees with an opportunity to affect their own salary growth. Every salaried employee, including those on parental leave, shall be given the opportunity annually for such an appraisal with his or her salarysetting manager.

The aim of the salary discussion is to

• provide clarity regarding the new

salary

- the company's salary policy and criteria for individual salarysetting
- the salaried employee's tasks, how these have changed and what results have been achieved
- goals set for the member based on the goals for the
- organisation, new goals for the member's work performance
- the salary, based on the working situation and individual development and any changes to the tasks and areas of responsibility.

If either party so requests, the new salary shall be documented.

The result of the salary discussion shall serve as the basis for local negotiations. If central negotiations are not convened, the agreement on a new salary, in line with the salary discussion, shall apply.

### d) Local negotiations

Local negotiations are conducted between the company and the local union for graduates. The local union for graduates or

equivalent may leave it to the individual member to conduct individual negotiations with the employer in the salary discussion. If there is disagreement, and the member so requests, the negotiations shall be switched to the local parties. The result of this negotiation becomes valid once the union for graduates has concluded its negotiations or, if central negotiations are requested, once these are concluded. If there is no local union for graduates at the company, the individual member assumes the role of negotiating party on the employee side.

Local negotiations shall commence in as good time as possible before the review date and shall be concluded no later than on 1 April 2021 and 1 April 2022, respectively. Minutes for the negotiations shall be kept.

### e) Evaluation

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

### Note

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

### 4. Scope

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

### 4.1 Exception of certain categories

The salary review does not cover salaried employees who, on 30 November 2020 and 30 April 2022, respectively, have reached the age of 18 years, or

- are employed as a substitute or in some other capacity for a specific term, specific season or specific work and whose employment has not been continuous for 6 months, or
- are employed on probation and either have not been transferred directly from previous employment in which he or she was covered by a salaried employee agreement on general terms and conditions, or whose employment has not been continuous for 6 months, or
- remain employed by the company after reaching pensionable age, or were employed by the company after

reaching the pensionable age applied at the company.

Agreement can be entered into to award a salary increase to a salaried employee who is excepted from the salary agreement as above.

In that case, the provisions in this salary agreement shall serve as guidelines.

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

A salaried employee who, on 30 May 2020 or 30 May 2022, respectively, is on leave of absence for at least three months from then on for any reason other than illness or parental leave is excepted from this salary agreement, unless otherwise agreed. When the salaried employee returns to work, his or her salary shall be determined according to the standards applied to other salaried employees at the company as specified in this agreement.

### 4.2 Salaried employees who have terminated their employment

If a salaried employee has terminated his or her employment on 1 December 2020 or 1 May 2022, respectively, and has not received any salary increase, he or she shall notify the company of his or her claim for a salary increase no later than within one month after the salaried employees at the company have been notified that the salary review has been implemented. If the salaried employee fails to do so, he or she is no longer entitled to receive a salary increase as specified in this salary agreement.

### 4.3 Salary review for certain new employees

If, on 1 November 2019 or 1 November 2021, respectively, or later, the company and a salaried employee have entered into an employment agreement and thus also a specific salary, and they have also expressly agreed that the agreed salary shall apply irrespective of the salary review in 2020 or 2022, respectively, the salaried employee shall not be covered by the salary agreement.

### Note

Normally, salaries are reviewed annually. The agreement has no provision for a salary review in 2021. This means that any salary increase for new employees appointed at the 2020 salary level will be eligible for a review on 1 May 2022. At the request of the salaried employee, the company shall look into whether it is possible for a review to be conducted in 2021 for the employee concerned.

### 4.4 Salary review already performed

If, pending this salary agreement, the company has already awarded general and/or individual salary increases, these increases shall be set off against what the salaried employee receives on application of subs. 3 b), unless expressly otherwise agreed in a local agreement.

### 5. Rules on application

### 5.1 The term "company"

In cases where a company has its operations in different locations or has several units in the same location, the following applies to the calculation of the scope for salary increases. If such was standard practice at the company at application of previous salary agreements or if a local agreement to this effect is entered into, "company" shall be understood as the company as a whole, otherwise the agreement is applied per company unit.

### 5.2 Retroactive conversion

In cases where this salary agreement is applied retroactively, the following applies to sick pay deductions etc., deductions for leave of absence and overtime payments made.

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

Sick pay deductions up to and including the 14th calendar day shall be converted retroactively.

There shall be no retroactive conversion for sick pay deductions as from the 15th calendar day, other than where the salary increase was taken into consideration in determining the sickness benefit.

Deductions for leave of absence shall be converted retroactively. Conversion shall take place on an individual basis. Overtime payments shall be converted retroactively. The conversion shall be applied to the average salary increase for salaried employees at the company, unless it is locally agreed that the conversion shall be applied individually for each salaried employee.

### 5.3 Change in working hours

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

### 6. Commission

In the case of salaried employees paid in commission and profit sharing, the aim should be for the growth in their remuneration to follow that of other salaried employees in the long term, taking into account the fact that it is the nature of these forms of salary that the annual remuneration for individual salaried employees may vary.

### 7. Certain pension issues

### 7.1 Pensionable salary increases

If a salary increase is awarded to a salaried employee as specified in subs. 4.2 who is entitled to a pension, the increase shall not be pensionable. If the employment is terminated due to retirement, the increase shall, however, be pensionable.

### 7.2 Notification of pensionable salary

Companies shall notify Collectum or PRI of any salary increase, as specified in subs. 3 b) from 1 December2020 or 1 May 2022, respectively, as pensionable salary.

### 8. Negotiation procedure

### 8.1 Local negotiations

The local union for graduates or equivalent may leave it to the individual member to conduct individual negotiations with the employer in the salary discussion. If there is disagreement, and the member so requests, the negotiations shall be switched to the local parties. The result of this negotiation becomes valid once the union for graduates has concluded its negotiations or, if central negotiations have been requested, once these are concluded. If there is no local union for graduates at the company, the individual member assumes the role of negotiating party on the employee side.

Local negotiations shall commence in as good time as possible before the review date and shall be concluded no later than on 1 April 2021 or 1 April 2022, respectively.

### 8.2 Central negotiations

If the local negotiation does not lead to a settlement, the case may be referred for central negotiation between the employers' association and the Swedish Union for Professionals.

A request for such central negotiations shall be made in writing to the employers' association and the Swedish Union for Professionals, respectively, no later than on 16 April 2021 or 14 April 2022, respectively. It shall then be incumbent on the employers' association and the Swedish Union for Professionals, without delay, to fix a suitable day for cental negotiations for the parties.

If the central parties are unable to agree in the central negotiations on the salary review as per 1 December 2020 or 1 May 2022, respectively, the level of the members' total salary increases is fixed at 2.9% and 1.8%, respectively, which will be allocated distributed by the employer locally.

The parties agree that the third paragraph in this subsection may not be invoked at companies that only have one or just a few members who are represented by the Swedish Union for Professionals. However, the salary agreement shall serve as guidelines and its other provisions shall apply.

# 8.3 Salary Dispute Mediation Board for Competence Agencies of Sweden

If the parties cannot agree during central negotiations, the issue may be referred to the Salary Dispute Mediation Board. This shall be done no later than three weeks after central negotiations are concluded. The Board shall present a recommendation, or statement, to the local parties no later than one month on any issue at dispute arising in connection with this agreement.

The Board shall be made up of four members, of whom each shall nominate two. If the Board agrees, it can serve as an arbitration panel with an impartial chairman appointed by the Board. In the event that a party fails to meet the deadlines set, that party loses the right to pursue the issue and the company is entitled to set the salaries.

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