Arbetsgivaralliansen (The Swedish Employers' Alliance), Non-Profit & Non-Governmental Organisations



#### Section 7

## Clause 4 Excess hours for part-time salaried employees

Part-time salaried employees shall receive overtime compensation at the same rate as full-time salaried employees for work performed in excess of the normal daily working hours of the part-time employment. Overtime must be ordered or approved retrospectively

# Section 10 Reduction in working hours, short-term paid leave, leaves of absence and other forms of time off work

Clause 1 Reduction in working hours

Salaried employees are entitled to reduced working hours. For full-time salaried employees, the reduction in working hours amounts to one (1) paid day off per calendar year. Part-time salaried employees are entitled to reduced working hours in proportion to their level of employment at the time of their leave.

Scheduling of reduction in working hours according to Annex 4

## Clause 2 Short-term paid leave

Short-term paid leave is usually only granted for part of the working day. In special cases, however, short-term paid leave may also be granted for one or more days, for example in the event of the sudden illness of a close relative living at the employee's home or the death of a close relative.

"Close relative" is usually considered to refer to a spouse partner, child, grandchild, sibling, parent, or parent-in-law, or the child of a spouse partner. "Spouse partner" is defined as a person with whom the employee has a marriage-like relationship.

Paid leave for essential healthcare contacts may be taken during working hours when business allows it.

For example, this includes healthcare contacts within the context of the national screening programme, or pursuant to the recommendations of the Public Health Agency of Sweden's in force at the time, such as vaccination in order to prevent the spread of infectious diseases.

Where Good Friday and Midsummer, Christmas, and New Year's Eves on are not customary holidays, short-term paid leave should be granted during these days, insofar as it can be done without inconveniencing the employer's operations.

Clause 3 Leaves of absence

Clause 3:1 Granting a leave of absence

A leave of absence (= unpaid leave lasting at least one day) may be granted if the employer finds that it can be done without inconveniencing their operations. When the employer grants a leave of absence, the period of leave must be stated.



A leave of absence may not begin and/or end on a Sunday or public holiday on which the employee would not normally work. The same applies when the weekly rest period includes a day other than a Sunday or public holiday.

Clause 3:2 Calculation of deductions for a leave of absence

In case of absence due to a leave of absence, deductions are made as follows:

- 1. For a leave of absence not exceeding 5 (6)\* working days, deductions for each working day shall be made as follows: 1/21 (1)/(25)\* of monthly salary
- 2. For a leave of absence lasting longer than 5 (6)\* working days, the employee's daily salary shall be deducted for each day of leave (including non-working days for the employee and Sundays and public holidays). The term "daily salary" is defined in Clause 5.
- 3. If a leave of absence period lasts one or more full calendar months, the full monthly salary shall be deducted for each of the calendar months. If the employer uses a settlement period other than the calendar month, the corresponding principle applies.
- \* Numbers in brackets are used for a six-day week.

Clause 4 Other forms of time off work

Clause 4:1 Granting other forms of time off work

Other forms of time off work may be granted for part of the day, if the employer finds that it can be done without inconveniencing operations.

Clause 4:2 Calculation of deductions for other forms of time off work

When an employee is absent due to another form of time off work, deductions are made for each full half hour.

Deduction per hour = 1175 of monthly salary

In the application of Clause 3:2, the salary of a part-time employee shall first be calculated up to the salary corresponding to full normal working hours.

Clause 5 Monthly, weekly and daily salary

In this clause, "Monthly salary" refers to the base cash monthly salary and any fixed salary supplements per month.

Monthly salary shall not include the value of benefits in kind or compensation for work-related expenses.

"Base monthly salary" equates to such commissions, percentage of profit, bonuses and similar forms of remuneration not directly related to the employee's personal



work contribution, as well as guaranteed minimum commission or similar forms of income.

For the purposes of this clause, "daily salary" refers to the base monthly cash salary x 12, divided by 365.

For employees paid a weekly salary, the monthly salary is to be calculated as 4.3 x weekly salary.

Clause 6 Intermittent part-time work

For part-time employees who work full normal working hours only during certain working days of the week (so-called intermittent part-time work), leave deductions shall be made as follows:

Monthly salary divided by

number of working days per week × 21(25)5(6)

Numbers in parentheses are used for six-day weeks.

# Example

For part-time work as described in the left-hand column, deductions are made according to the one on the right.

Working days/week	Deductions/working day
4	monthly salary 16.8
3.5	monthly salary 14.7
3	monthly salary 12.6
2.5	monthly salary 10.5
2	monthly salary 8.4

<sup>&</sup>quot;Number of working days/week" means working days per non-holiday week, calculated on average per month.

Deductions as above shall be made for each day of leave that would otherwise have been a working day.

For clarification of the term "monthly salary", see Clause 5.

If a leave of absence period lasts one or more full calendar months, the full monthly salary shall be deducted for each of the calendar months. If the settlement periods used by the employer in the payment of salaries do not coincide with the calendar months, the employer is entitled, for the purposes of this provision, to replace the term "calendar month" with the term "settlement period".



## Annex 4 Scheduling of reduction in working hours

# Right to a day off

Salaried employees are entitled to reduced working hours. For full-time salaried employees, the reduction in working hours amounts to one (1) paid day off per calendar year. Part-time salaried employees are entitled to reduced working hours in proportion to their level of employment at the time of their leave.

# Scheduling of leave

The employer decides when a day off may be taken. Alternatively, the reduction in working hours may be scheduled as two half-days off, directly before and after a weekend or public holiday.

The scheduling shall apply to all salaried employees within the relevant work group.

No later than by the end of the year, the employer must inform the salaried employees in the relevant work group of the arrangements for the coming calendar year. When scheduling leave in January, the employer must notify their salaried employees no later than one month before the leave.

If the employer has not notified the salaried employees of the arrangement in accordance with the preceding paragraph, the salaried employees shall be granted a reduction in working hours by receiving the first normal working day after Boxing Day off. The employer and employee may agree on another day.

Local parties may agree on other arrangements for the timing of the leave. Such an agreement may, e.g., involve scheduling time off as part of a day or per hour.

If a salaried employee has to work on the day on which leave has been scheduled, the employer may reschedule the leave for another day directly before or after a public holiday or weekend.

Entitlement to leave requires that the salaried employee is still employed at the time of the leave.

In the event of absence due to illness or leave of absence on a day designated by the employer as a day off, no other day off will be granted.

#### Remarks: 1

Leave may not be taken on public holidays or on days which, according to the collective agreement, are equivalent to public holidays or days off work.

#### Remarks: 2

A salaried employee whose employment is terminated during the calendar year shall be entitled, upon request, to the leave provided for in Clause 2 during the period of notice

