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**AGREEMENT IN ENGLISH**

2007-04-01 – 2010-03-31

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Kommunala Företagens Samorganisation, KFS  
Svenska Kommunalarbetareförbundet, Kommunal  
SKTF  
Ledarna  
Sveriges Ingenjörer  
Civilekonomernas Riksförbund  
Förtecknade SACO-förbund

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2007-04-01 – 2010-03-31

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## DEFINITIONS AND ABBREVIATIONS

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<b>EMPLOYERS' ASSOCIATION</b>	The Swedish Organization for Local Enterprises (KFS).
<b>EMPLOYER</b>	Member enterprises/organizations of KFS.
<b>CENTRAL EMPLOYEE-ORGANIZATION</b>	National trade union organization.
<b>LOCAL EMPLOYEE ORGANIZATION</b>	Local employee organization that is a member of a central organization.
<b>CENTRAL PARTY</b>	KFS and national trade union organizations.
<b>LOCAL PARTY</b>	Employers and employee organizations. "Local party" shall as regards the Swedish National Union of Local Government Officers (SKTF) refer to the employee organization within the enterprise.
<b>CENTRAL NEGOTIATION</b>	Negotiation between central parties.
<b>LOCAL NEGOTIATION</b>	Negotiation between local parties.
<b>COLLECTIVE AGREEMENT</b>	Collective agreement entered into by a central employee party, or by a local employee party by authority delegated by a central employee party.
<b>LOCAL COLLECTIVE AGREEMENT</b>	Local collective agreement, that may be entered into by local parties, in matters regulated by this agreement.
<b>INDIVIDUAL AGREEMENT</b>	Individual agreement that may be entered into with salaried employees concerning matters regulated by this agreement as stipulated in § 1 mom 2a and 2b.
<b>CONFIRMATION</b>	When central collective agreement or individual agreement/local collective agreement has not been entered into and the rules are governed by agreement, statute, ordinance or directive. Confirmation refers to unilateral decisions by the employer.

## **ABBREVIATIONS IN THE AGREEMENT**

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<b>AFL</b>	National Insurance Act
<b>AGS – KL/AGS</b>	Occupational sickness insurance
<b>ATL</b>	Working Hours Act
<b>BIL 01</b>	Agreement concerning remuneration for the use of employees' own cars
<b>FO – F 03</b>	Negotiation Procedure for Enterprises in the KFS Area
<b>LAF</b>	Occupational Injuries Act
<b>LAS</b>	Employment Protection Act
<b>MBL</b>	Codetermination in Industry Act
<b>PA – KFS</b>	Pension Agreement within KFS
<b>SEML</b>	Annual Leave Act
<b>SJLL</b>	Sick Pay Act
<b>TFA – KL/TFA</b>	Occupational Injuries Insurance
<b>TGL – KL/TGL</b>	Employment Group Life Assurance
<b>TRAKT 91 – KFS</b>	Subsistence Payments Agreement

## § 1 SCOPE OF THE AGREEMENT

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### AREA OF APPLICATION

Mom 1 The agreement applies to all employees of enterprises that are members of the Swedish Organization for Local Enterprises (KFS), unless any other agreement applies.

## § 1 Mom 2 Local collective agreements

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### VARIATION AGREEMENT

Mom 2a General terms of employment are optional for local parties.

For the **Swedish Municipal Workers Union (Kommunal)** applies as follows;

Local agreements entered into pursuant to this paragraph shall, notwithstanding what may be stipulated in the local agreement, have the same validity period and period of notice of termination as the central agreement.

#### *Note*

The meaning of the last two parts of the paragraph is that if a local party wishes to terminate a local collective agreement, it is normally a requirement that the party gives special notice of termination of the agreement.

If either party gives notice of termination of the central agreement, which then ceases to apply, any local agreement entered into pursuant to the central agreement shall, without notice, cease to apply as from the same point in time. When the central agreement later, after a temporary situation without any agreement, again comes into force, the local agreements will be “reactivated” with unchanged contents, unless the central parties have stipulated otherwise. This means that the local agreements will have renewed validity with the same period of validity and period of notice of termination as the new central agreement entered into.

### INDIVIDUAL AGREEMENTS

Mom 2b (not valid for **Kommunal**) Employers and employees shall be entitled to enter into individual agreement/local collective agreement relating to variation of the sector agreement’s general terms of employment. Such agreements shall be in force for one year.

## § 2 GENERAL TERMS OF EMPLOYMENT

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The Employment Protection Act (LAS) shall apply with the following variations.

Any matter dealt with in this paragraph may (as stipulated in § 1 mom 2a and 2b) be regulated differently.

### FORMS OF EMPLOYMENT ET CETERA

**Mom 1** Employees shall be engaged as permanent employees, probationary employees or fixed period employees with the following variations.

### PROBATIONARY EMPLOYMENT

#### **Mom 2**

1 Probationary employment may be entered into as referred to in § 6 of the Employment Protection Act's (LAS). The probationary employment can be prolonged to a period corresponding to the time the employee has not been able to fulfilled his duties due to valid absence.

*Only valid for the Sector Agreements of the sectors Education and Health:*

2 Agreements concerning fixed period employment in the form of probationary employment may be entered into between employers and employees if the employer finds this necessary for special reasons. Probationary employment shall not exceed a twelve calendar months in total. Probationary employees shall be engaged as fixed period employees for a maximum of six months at a time.

### TEMPORARY REPLACEMENT EMPLOYEES

**Mom 3** If an employee has left his or her employment, any employee appointed to perform the duties of the former employee, wholly or partly, until a successor has been appointed, shall also be a temporary replacement employee.

### VACATION JOBS

**Mom 4** Schoolchildren and other students may be employed for a consecutive period not exceeding three months during vacation time for a fixed period, specific season or specific work.

### RE-EMPLOYMENT PRIORITY RIGHTS

**Mom 5** Probationary employment and vacation jobs do not give any re-employment priority right.

**Mom 6** Re-employment priority rights shall not apply to any temporary replacement employment that it is considered will not exceed 14 days.

**Mom 7** Re-employment priority rights shall not apply to positions that are required for redeployment of staff.

**CLAIMS IN WRITING**

**Mom 8** Employees shall forfeit their re-employment priority rights if they do not within one month of termination of employment give notice in writing of any claim to exercise such rights.

**INCIDENTAL  
EMPLOYMENT**

**Mom 9** Employees shall on request give notice of any incidental employment and provide any information that the employer considers necessary for assessment of the incidental employment. The employer shall be entitled to prohibit the incidental employment if the employer considers that the incidental employment either hinders the employee's work, affects the manner in which the employee performs his or her work, or is in competition with the employer's activities.

Positions of trust in trade union or political organizations or non-profit associations shall not constitute incidental employment.

## § 3 WORKING HOURS

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The Working Hours Act (ATL) shall apply with the variations set out below. The circumstances of the operations shall be taken into consideration when working hours are scheduled and this will increase the opportunities for more flexible working hours for the employees.

Annual working hours, working hours available for scheduling in various limitation periods and more flexible working hours, that render different terms of employment possible, are active tools in the adaptation of working hours.

Any matter dealt with in this paragraph may as stipulated in § 1 mom 2a and 2b be regulated differently.

### AVERAGE WORKING HOURS

**Mom 1:1** Normal working hours shall not exceed 40 hours per normal working week in any sixteen-week limitation period. If the enterprise's accounting system is so arranged, the calendar month may instead be used as the limitation period.

If a public holiday falls on any of the days Monday–Saturday (so-called minor public holiday), working hours shall in any such week be reduced by the number of normal working hours that would otherwise have been worked on any such day.

Easter, Whitsun, Midsummer, Christmas and New Year's Eves shall also constitute public holidays as above.

During an year when the 6th of June occur on a Saturday or a Sunday, a full-time employee with working hours located in day-time Monday–Friday have a right to be compensated with one day free from work (part-time employee in proportion). For the above to be applicable, the employee has to be appointed the 6th of June and not on sick leave or other leave of absence.

### WORKING HOURS SCHEDULED ON PUBLIC HOLIDAYS

**Mom 1:2** Normal working hours scheduled on weekdays as well as Sundays and public holidays or on weekdays and public holidays or on weekdays and public holidays shall in respect of full-time employees be 38 hours and 15 minutes per week within the applicable limitation periods. Normal working hours shall, if they do not include all minor public holidays, instead be determined in relation to the number of such days in the calendar year.

### THREE-SHIFT WORK

**Mom 1:3** Average working hours shall be 34 hours and 20 minutes in case of continuous three-shift work and 36 hours and 20 minutes in case of intermittent three-shift work.

<b>INDIVIDUAL AGREEMENTS</b>	<p><b>Mom 1:4</b> Employers and employees are entitled to enter into individual agreements concerning scheduling of working hours. Such individual agreements shall be based on the provisions of § 3 of the Working Hours Act, ATL.</p> <p>As regards members of the Swedish Municipal Workers' Union (Kommunal), any such individual agreement must be approved by the relevant trade union in the enterprise.</p>
<b>SCHEDULING OF WORKING HOURS</b>	<p><b>Mom 1:5</b> Scheduling of normal working hours, on-call and stand-by duty should when necessary be set out in a timetable or similar, which shall be agreed with representatives of the local employee organization.</p> <p><i>Note</i></p> <p>If the employer and the local employee organization do not agree, the timetable may be discussed by local negotiation. Written requests for local negotiation shall be submitted to the employer within ten days. If this does not occur or if the local negotiation concludes without the parties having reached agreement, the employer shall determine the scheduling of working hours.</p>
<b>PART-TIME EMPLOYEES</b>	<p><b>Mom 1:6</b> As regards permanent employees, the aim shall be a minimum of 17 working hours per week.</p>
<b>VARIATION</b>	<p><b>Mom 1:7</b> Notwithstanding the provisions of the Working Hours Act (ATL), the following shall apply:</p> <ol style="list-style-type: none"> <li>a) other breaks may during night work be replaced by meal breaks,</li> <li>b) study leave shall not be considered hours worked, extended working hours because of temporary replacement employment shall not be considered additional hours,</li> <li>d) deferred working hours or change of work schedules shall not be considered additional hours or overtime,</li> <li>e) normal working hours, on-call duty, overtime and additional hours may be calculated per calendar month.</li> <li>f) for an employee who in his duty fulfil stand-by duty, on-call duty or emergency-overtime the total amount of working hours during every seven-day period can be not more than 48 hours in average during a six months limitation period.</li> </ol>

**VARIATION BY LOCAL  
COLLECTIVE AGREEMENT**

**Mom 1:8** Employers and employee organizations shall be entitled to enter into local collective agreements to effect variation:

- a) concerning different overtime and different overtime limitation periods, § 8 of the Working Hours Act (ATL)
- b) concerning different additional hours, § 10 second part of the Working Hours Act (ATL)
- c) concerning night time rest periods, § 13 second part of the Working Hours Act (ATL)
- d) concerning 24-hours rest period and weekly rest periods, within the limits of the EG directive, § 13 first part and § 14 of the Working Hours Act (ATL)

### **§ 3 Mom 2 Overtime compensation**

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**OVERTIME WORK**

**Mom 2:1** Full-time employees whose working hours are determined by this agreement and that carry out work in time in excess of the determined working hours shall be entitled to compensation for overtime work, provided the overtime work was ordered in advance.

Compensation for overtime work that it is not possible to order in advance shall only be payable if approved by an authorized superior.

*Note*

Any order to work overtime shall in so far as possible be given at least four hours before the end of normal working hours.

Employers and employee organizations shall be entitled to enter into collective agreements stipulating exceptions to the right to compensation for overtime work. Employers shall be entitled to enter into individual agreements with employees that receive fixed cash pay to the effect that the employee shall not be entitled to compensation for overtime work.

Instead of above, employer and employee can come to an agreement of compensation in form av extra days of annual leave and/or increased salary.

**INDIVIDUAL AGREEMENTS**

**Mom 2:2** Individual agreements, as referred to above, shall primarily apply to employees in executive positions or employees that have working hours that cannot be monitored or that enjoy freedom to schedule their working hours.

Any such agreement shall be drawn up in a separate document, be subject to a period of notice of termination of three months and reviewed annually.

**TIME CALCULATION**

**Mom 2:3** Compensation for overtime work, as referred to above, in the two hours immediately before and after normal working hours – ordinary overtime – shall for each overtime hour be 1½ hour's time off in lieu or an amount stipulated in the Pay Appendix.

Compensation for overtime work during other hours – extra overtime – shall be two hours off in lieu for each hour of overtime or an amount stipulated in the Pay Appendix. If overtime work is undertaken both before and after normal working hours, any time in excess of two hours shall constitute extra overtime.

When overtime work is calculated in accordance with this sub-clause, any commenced half hour shall be deemed a full half hour. When overtime work starts before 5 a.m., compensation shall notwithstanding the aforesaid be paid as for extra overtime in respect of work performed in the two hours immediately before the start of normal working hours. Hours worked because of changed work schedules or deferred working hours shall not be considered overtime work.

**COMPENSATIONAL  
TIME-OFF**

**Mom 2:4** The employer has a responsibility to plan the business activity, work, working hours and time off. This responsibility also includes that the employees shall be given the opportunity to use their right to time off in its full extend and for rest and recreation.

If the employer and the employee agrees that compensation for overtime shall be given in form of time off, the employer shall, after reasonable time of notice, especially consider the employees request of the location in time for the time off.

Compensational time off shall be in near connection with the work on overtime. The time off shall be getting out within four month after the save up. From 2006-01-01 and forward compensational time off can only be saved up to 40 hours.

At the termination of an employment saved hours of compensational time off shall be compensated with equivalent additional pay for each saved hour.

**PART-TIME EMPLOYEES**

**Mom 2:5** Part-time employees, who work more than the agreed working hours, shall with the exception set out below receive additional pay therefore in accordance with the stipulations of the Pay Appendix. Compensation for additional work may by individual agreement between the employer and the employee instead be replaced by an equivalent amount of time off in lieu.

Part-time employees, who work more than the standard working hours of the corresponding full-time position, shall receive compensation therefore on the same conditions and on the same basis as apply to full-time employees. Irrespective of whether the determined working hours have been completed or not, the following shall apply:

- a) work on Saturdays, Sundays and public holidays outside normal working hours and during any on-call or stand-by duty ordered shall be deemed extra overtime and
- b) working hours in excess of eight hours per day – or any longer normal working hours set out in the schedule – shall constitute overtime work.

### **§ 3 Mom 3 Travelling time remuneration**

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#### **TRAVELLING TIME REMUNERATION**

**Mom 3:1** Employees on domestic business travel away from their normal work locations and travelling outside normal working hours shall receive travelling time remuneration in accordance with what is set out below and in the amounts indicated in the pay appendix.

Employees shall not receive travelling time remuneration in respect of time covered by additional pay, compensation for overtime work or any other remuneration, with the exception of subsistence allowances.

Business travel and normal work location shall have the meaning specified in the Subsistence Allowance Agreement (Trakt-91).

#### **NORMAL WORKING HOURS**

**Mom 3:2** If an employee does not have fixed normal working hours, travelling time remuneration shall not be payable in respect of any time between 8 a.m. and 5 p.m. Monday–Friday, unless that time falls on a public holiday, Midsummer, Christmas or New Year’s Eve.

#### **NIGHT TRAVEL**

**Mom 3:3** Travelling time remuneration shall not be payable in respect of any time between 10 p.m. and 6 a.m., if the employee has at his or her disposal a berth on a train or in a cabin on board a maritime vessel.

#### **WAITING TIME**

**Mom 3:4** Waiting time occasioned by temporary intervals in or interruption of the journey (changes of trains or other changes of means of conveyance) shall be deemed equivalent to travelling time.

**SCOPE**

**Mom 3:5** Travelling time remuneration shall only be payable in respect of travelling time and waiting time referred to in the previous paragraph that is of a duration of 30 minutes or longer.

Travelling time remuneration shall be payable in respect of travelling time and waiting time that is justifiable taking into consideration intended duties, cost of travel and available means of transportation.

**§ 3 Mom 4 Unsocial working hours compensation**

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**UNSOCIAL  
WORKING HOURS**

**Mom 4:1** Employees whose hours of duty are determined according to a timetable or comparable document and that have performed such duty, not constituting overtime work, in unsocial hours, shall receive unsocial working hour's compensation.

Employees whose normal working hours are scheduled on weekdays as well as Sundays and/or public holidays shall receive unsocial hours compensation also when the work constitutes additional or overtime work.

Note Compensation shall not be payable in respect of overtime work in connection with on-call or stand-by duty.

**CO-ORDINATION**

**Mom 4:2** If any other cash remuneration is payable because of the scheduling of the working hours, the compensation shall be reduced thereby or, where relevant, not be payable at all.

**UNSOCIAL HOURS**

**Mom 4:3** The Pay Appendix sets out time limits and payments in respect of unsocial working hours.

**§ 3 Mom 5 On-call and stand-by duty**

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**ON-CALL AND  
STAND-BY DUTY**

**Mom 5:1** On-call duty means that an employee, outside fixed normal working hours, is at the employer's disposal at the workplace in order immediately to carry out work when necessary.

Stand-by duty means that an employee, outside fixed normal working hours, is at the employer's disposal in the employee's home or at any other approved location, in order to be able to carry out work without delay when necessary.

On-call and stand-by duty should only occur when it is necessary. The employer shall make the choice between on-call and stand-by duty solely on the basis of operational requirements.

Remuneration for on-call and stand-by duty performed between the time when fixed working hours commence on one working day and the equivalent time the next working day shall be for a

minimum of eight hours, where relevant reduced by the number of working hours worked during on-call and stand-by duty.

If an employee, who is not entitled to overtime compensation, works during on-call or stand-by duty, the employee shall be entitled to retain the remuneration for on-call or stand-by duty.

**LACK OF WEEKLY  
REST PERIODS**

**Mom 5:2** This sub-clause concerns certain employees with normal working hours Monday–Friday and continuous stand-by duty during weekends, that have not been allowed weekly rest as provided in § 14 of the Working Hours Act (ATL).

The Working Hours Act (ATL) provides that employees shall be given a minimum of 36 hours' uninterrupted time off work in any seven-day period.

This weekly rest period shall if possible be scheduled at weekends.

If it is impossible to obtain uninterrupted time off in a seven-day period, the employee may in connection with completion of the stand-by duty period take one normal working day off in lieu, without any pay deduction.

**STAND-BY DUTY  
REMUNERATION**

**Mom 5:3** (OBS! In other Sector Agreements the Stand-by Duty Remuneration can be regulated in a different way in.)

Remuneration for stand-by duty shall be payable according to the formula: (monthly pay shall in this formula mean the employee's current fixed cash pay, recalculated as full-time pay).

Remuneration shall include holiday pay and payment in lieu of holidays in the amounts provided in the Annual Leave (SemL).

monthly pay = SEK per completed hour of stand-by duty.  
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The remuneration shall be increased by 100 % for stand-by duty or part thereof during the times mentioned below:

- from 7 p.m. on the day before Good Friday to 7 a.m. on the day after Easter Monday,
- from 7 p.m. on the day before Whitsun, Midsummer, Christmas or New Year's Eve to 7 a.m. on the weekday immediately after any of the aforementioned days,
- from 4 p.m. on the day immediately before Epiphany, May Day, Ascension Day and All Saints' Day to 7 a.m. on the next weekday.

Stand-by remuneration shall be increased by 100 % in respect of stand-by duty in excess of 150 hours per calendar month.

Stand-by duty remuneration shall not be payable simultaneously with overtime compensation.

**ON-CALL DUTY  
REMUNERATION**

**Mom 5:4** On-call duty remuneration shall be payable in the amount stipulated in the Pay Appendix.

**§ 3 Mom 6 Increments in case of changed working hours etc**

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**INCREMENTS**

**Mom 6:1** If an employee working in accordance with a certain schedule is ordered to work in accordance with a different schedule, the working hours determined in the latter schedule shall constitute the normal working hours. This shall also apply when the working hours in the schedule are changed by moving the working hours forward or backward or by changing the scheduling of non-working days.

Notice of change of normal working hours shall be given as soon as possible, however not later than on the day before the intended change.

**PAY INCREMENTS**

**Mom 6:2** Pay increments shall only be payable for ten days from date of notice – in respect of time worked that according to the immediately preceding schedule would have been time off work – in the amounts stipulated in the Pay Appendix. If the change of normal working hours is intended to be in force for a fixed period, no increment shall be paid on reversion to the immediately preceding schedule.

*Note*

The increment shall not be payable simultaneously with additional pay, overtime compensation or if working hours of different lengths are agreed for different parts of the year.

## **§ 4 SUSPENSION AND WRITTEN WARNING**

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### **ERRORS OR OMISSIONS**

**Mom 1** Employees that have in their employment committed any error or omission may be given a written warning. Before any warning is given, the local employee organization and the affected employee must be notified of the intended measure.

The organization shall be entitled to negotiation, which must be requested not later than seven calendar days after receipt of notice.

Any decision relating to written warnings shall be notified in such a manner that there can be no doubt about the reason for and the meaning of the measure.

## § 5 TERMINATION OF EMPLOYMENT AND NOTICE PERIOD

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The Employment Protection Act (LAS) shall apply, with the following variations. Any matter dealt with in this paragraph may (as stipulated in § 1 mom 2a and 2b) be regulated differently.

### NOTICE PERIOD

**Mom 1** Notice periods follow according to LAS unless otherwise is agreed upon.

**Mom 2** Employer and employee can come to an agreement concerning a mutual notice period of three months. If the employer has a longer notice time according to LAS or an other agreement this notice time is valid for the employee.

### SPECIAL NOTICE PERIOD

**Mom 3** Special notice period shall only apply to employees with employment agreements entered into before 1 September 1998 and that stipulate no agreed date of expiry or that are extended without interruption.

The following notice periods shall apply to permanent employees with continuous employment under this agreement since at least 12 months back

- a) if notice is given by the employer: 6 months,
- b) if notice is given by the employee: 3 months.

Employers may in specific cases decide that the above notice periods shall apply also to employees with shorter periods of employment.

The notice period shall be 12 months in respect of employees referred to in Sub-clause 1 that have been employed by the employer for at least 15 years, or that are aged 40 or above and have been employed for at least 10 years, if notice is occasioned by changes in the organization of work, the work activities no longer being in existence, the employee having completed rehabilitation without recovering the ability to work, or the employee's illness.

Notices shall be in writing.

### OTHER NOTICE PERIODS

**Mom 4** Employees of enterprises that are being members in KFS keep the notice periods that was in force before the transition to this agreement unless otherwise is agreed upon in agreement of transition.

<b>NOTICE PERIOD FOR FIXED PERIOD EMPLOYMENT</b>	<b>Mom 5</b> For fixed period employment, exceeding 6 month, applies reciprocal notice period of one month. Notice from the employer must be based on grounds of facts according to LAS.
<b>ABANDONED EMPLOYMENT</b>	<b>Mom 6</b> Employees who abandon their employment without observing the stipulated notice period, and employees who break their fixed period employment, shall forfeit any employment benefits due, however not more than 14 calendar days' pay.
<b>RETIREMENT</b>	<b>Mom 7</b> If an employee do not want to remain in employment after reaching 65 years of age, the employee shall be obliged to notify the employer not later than the third month before the expiry of the calendar month prior to that in which the employee will be 65 years of age.
<b>EMPLOYMENT ADJUST</b>	<b>Mom 8</b> If the employee is given the right to partial sickness benefit without time limit, the employer can decide on an adjustment of the employment in relation to the degree of the sickness benefit. The adjustment shall be done out of the demands of the business activity and the working capacity of the employee. If the right to sickness benefit expire because the working capacity of the employee no longer is reduced, the employer shall go over if a new adjustment of the employment conditions is possible.
<b>EMPLOYMENT BENEFITS DURING NOTICE PERIODS</b>	<p><b>Mom 9</b> If the employee cannot be offered work during the notice period, employment benefits shall be calculated as follows:</p> <p>What is referred to as "pay and other employment benefits" in § 12 of the Employment Protection Act (LAS) shall consist of all pay and employment benefits stipulated in collective and individual agreements, when:</p> <ol style="list-style-type: none"> <li>a) on-call and stand-by duty remuneration and unsocial hours compensation shall be deemed to be that which the employee would have received according to the applicable working hours schedule or on-call and stand-by duty rota,</li> <li>b) piecework pay shall be deemed to be what the employee would have received in the performance of his or her normal work,</li> <li>c) bonus payments shall be deemed to be the average bonus payment per hour and individual.</li> </ol>

## § 6 PAY STIPULATIONS

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### INTRODUCTORY PAY PRINCIPLES

**Mom 1** The matters dealt with in this paragraph may as stipulated in § 1 mom 2a and 2b be regulated differently.

### PAY PRINCIPLES

**Mom 1:1** Setting of wages are individual and can be differentiated. Pay shall be determined taking into account responsibility and the degree of difficulty of the duties and how the individual performs these.

Leadership ability, judgement, initiative, financial responsibility, ability to co-operate with others, wealth of ideas and innovative ability shall be taken into account when pay is determined. Pay shall increase with increased responsibility and degree of difficulty, and with the employee's performance and skills and qualifications. Market forces also influence the assessment of pay. The same principles for determining pay shall apply to men and women, as well as to younger and older employees. Employers, employees and employee organizations are jointly responsible for the removal of gender-related injustice at the workplace.

There is a natural link between the development of the employee's skills and qualifications and his or her pay.

### LOCAL BASIS/ DETERMINATION OF PAY

**Mom 1:2** The parties assume that all employees contribute to the growth of an enterprise. The success of an enterprise depends on the employees making valuable and committed efforts at all levels of the enterprise.

### EMOLUMENTS

**Mom 1:3** Emoluments are the forms of remuneration that an employer is obliged to provide under collective and individual agreements.

Emoluments shall be provided as from the date when the employee commences his or her employment, according to the certificate of employment, until and including the date of termination of employment.

### FIXED CASH PAY/ MONTHLY PAY

**Mom 1:4** Employees that are employed for periods of three months or longer shall receive pay and any fixed pay increments for the calendar month unless otherwise agreed between the employer and the employee.

### EMPLOYEES' PAY FOR PARTS OF MONTHS

**Mom 1:5** When daily pay is calculated, Alternative A, § 6 mom 2:2: Pay in respect of part of a calendar month shall as regards employees paid monthly be calculated per calendar day and shall be the monthly pay divided by the number of calendar days in the month.

When hourly pay is calculated, Alternative B, § 6 mom 2:3: Pay in respect of part of a calendar month shall as regards employees paid monthly be calculated per calendar day according to the formula

$$\frac{\text{monthly pay} \times 12}{365}$$

**PAY IN RESPECT  
OF PARTIAL LEAVE  
OF ABSENCE  
OR PART-TIME  
EMPLOYEES' PAY**

**Mom 1:6** The monthly pay of an employee who is on partial leave of absence during a full calendar month, or who is employed part time, shall correspond to the portion of pay that relates to the hours worked in relation to the normal working hours of a full-time employee.

**HOURLY PAY**

**Mom 1:7** Employees employed for a shorter period than three months shall be paid by the hour, unless otherwise agreed between the employer and the employee. The hourly pay shall be

$$\frac{\text{monthly pay}}{165}$$

**DISBURSEMENT**

**Mom 1:8** The accounting period for emoluments shall be the calendar month. Emoluments shall be paid on any of the last five days of the month, unless other payment dates have been agreed locally.

## **§ 6 Mom 2 Calculation of deductions for leave of absence during part of month**

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**PAY CALCULATION  
IN CERTAIN CASES**

**Mom 2:1** Pay and/or pay deduction in case of leave of absence for a part of a month shall be calculated either by means of "calculation of daily pay" (Alternative A) or, by local collective agreement, "calculation of hourly pay" (Alternative B).

**ALTERNATIVE A  
CALCULATION OF  
DAILY PAY**

**Mom 2:2:1** Pay shall be deducted in accordance with the so-called 1.4 rule in respect of all working days of the period of absence, as follows:

The total leave of absence without entitlement to pay during part of a month shall be the number of calendar days that corresponds to the number of working days during the leave. The number of calendar days, with two decimals, is obtained by multiplying the number of working days with:

1. 1.4 for employees whose normal working hours are scheduled on five days per week or, in case of a different limitation period, an average of five days per week;

2. As regards other employees, the factor obtained by dividing the number of calendar days in the limitation period with the number of working days.

Calendar day factors are set out in table 6 of the Pay Appendix. There shall be no rounding off.

$\frac{\text{monthly pay} \times 1.4 \text{ (or other calendar day factor)}}{\text{calendar days in the month}}$

The above rules shall apply to:

- a) unpaid leave, unless otherwise stipulated,
- b) leave because of illness, accident or occupational injury as referred to in § 8 mom 2:1 first paragraph in respect of time forming part of a sick pay period when the employer is obliged to provide sick pay pursuant to the Sick Pay Act,
- c) when sickness benefit calculated per day is paid.

**Mom 2:2:2** Pay deduction in accordance with the so-called 1.0 rule shall be made for all calendar days of the period of absence in the following cases:

- a) when sickness benefit calculated per day or rehabilitation benefit is paid,
- b) leave for performance of duties in the total defence service as referred to in § 8 mom 3:1 a–b, when a daily allowance is payable pursuant to the Compulsory Total Defence Duty (Benefits) Ordinance or corresponding provisions. The total such leave during part of a month shall comprise all calendar days with daily allowance, according to the formula:

$\frac{\text{monthly pay} \times 1.0}{\text{calendar days in the month}}$

**Mom 2:2:3** Pay deduction for leave for part of a specific day shall be made per hour according to the formula:

$\frac{\text{monthly pay as full-time pay}}{165}$

165

In case of leave for part of a specific day because of illness or temporary parental allowance pay shall be deducted in accordance with sub-clause 2:2:1 (the 1.4 rule).

**ALTERNATIVE B  
CALCULATION  
OF HOURLY PAY**

**Mom 2:3** Monthly pay = fixed cash pay. (Monthly pay shall for employees with weekly pay be calculated as 4.3 x weekly pay.)

Weekly working hours shall mean the number of working hours per normal working week for employees. If an employee has irregular working hours, weekly working hours shall be calculated as the average per month or other scheduling cycle.

Weekly working hours shall be calculated to a maximum of 2 decimals, when 0-4 shall be rounded off downwards and 5-9 upwards. If working hours of different lengths apply to various parts of the year, normal weekly working hours shall be calculated on the basis of the annual average.

**Mom 2:3:1** Pay deduction shall be made in respect of each hour of absence, according to the formula:

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

The above rules shall apply to cases a–c referred to in 2:2:1.

**Mom 2:3:2** Pay deduction shall be made in respect of each calendar day according to the formula:

$$\frac{\text{monthly pay} \times 12}{365}$$

The above rules shall apply in cases d–e referred to in mom 2:2:2.

**Mom 2:3:3** Pay deduction for time off for part of a specific day shall be made per hour according to the formula:

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

The above rule shall apply in cases corresponding to mom 2:2:3.

## § 7 ANNUAL LEAVE

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Annual leave benefits are provided as set out in the Annual Leave Act (SemL) and the Extended Annual Leave (Employees with Radiological Duties) Act, with the variations set out below.

Matters dealt with in this paragraph may as stipulated in § 1 mom 2a and 2b, be regulated differently.

### EXCEPTIONS FROM ANNUAL LEAVE

**Mom 1** Employees employed for a period not exceeding three months and that have not been employed by the employer previously in the annual leave year shall not be entitled to annual leave. Employees employed for a fixed period of less than six months shall be entitled to waive the right to annual leave.

### ANNUAL LEAVE QUALIFYING YEAR

**Mom 2** The current calendar year shall be considered annual leave qualifying year and annual leave year.

### INTERRUPTION OF ANNUAL LEAVE

**Mom 3** Employees shall be obliged to interrupt their annual leave in order to work, if there are exceptional reasons for this. If the employee is staying in another location, any reasonable expenses caused by the interruption shall be reimbursed.

### SCHEDULING OF LEAVE

**Mom 4** Unless otherwise agreed by the employer and the employee, annual leave shall if possible be scheduled so that it starts on a day subsequent to a non-working day and ends on a day prior to a non-working day.

**Mom 4:1** The employer has a responsibility to plan the business activity, work, working hours and annual leave. This responsibility also includes that the employees shall be given the opportunity to use their right to the annual leave in its full extend and for rest and recreation.

The employer shall, concerning the scheduling of annual leave, especially consider the need to plan for the entire annual leave year when an employee might be entitled to more annual leave days than scheduled in main leave or if there is a risk that the employee overdraws the allowed amount of days that can be carried forward.

When scheduling the annual leave, the employer should consider the employees request of time for the annual leave.

### EXTRA ANNUAL LEAVE DAYS

**Mom 5** If, at the employer's request, annual leave as provided in 12 § of the Annual Leave Act (SemL) is scheduled for any time before or after June–August, employees that have had a maximum of 14 days' annual leave in June-August shall receive two

extra days' paid annual leave during the annual leave year. Employees that have had 15-19 days' annual leave scheduled in June–August shall receive one day's paid annual leave during the annual leave year.

*Note*

The above shall apply if the employee is entitled to a minimum of 20 days' paid annual leave during the annual leave year. Employers and employees may agree different compensation.

**ABSENCE QUALIFYING  
FOR HOLIDAY PAY**

**Mom 6** Absence from work shall qualify for holiday pay if the absence is due to:

- a) leave on the grounds and of the extent referred to in § 17 of the Annual Leave Act (SemL),
- b) fully or partly paid leave as referred to in § 8 mom 4:2 and 4:3 and also in § 8 mom 5:1,
- c) leave to undertake duties as a central trade union official.

**NUMBER OF DAYS  
OF ANNUAL LEAVE**

**Mom 7** The number of days of annual leave with holiday pay shall be such part of the annual leave as corresponds to the part of the annual leave qualifying year during which the employee was employed by the employer or absent on the grounds and to the extent referred to in mom 6.

**LENGTH OF ANNUAL LEAVE**

**Mom 8** The length of the annual leave of employees with employment agreements entered into before 1 September 1998 that stipulate no expiry date or have extended without interruption, shall as from the annual leave qualifying year during which the employee is 40 years of age be 31 days and as from 50 years of age 32 days.

**SUBSTITUTION  
OF CASH PAYMENT**

**Mom 9** Employers and employees may enter into agreement to substitute any day of paid annual leave – in excess of the statutory entitlement – by cash payment with holiday pay. Such agreement shall be in writing.

Each day of annual leave shall in this context be valued at 0.5 % of the fixed cash pay per month multiplied by twelve.

**ANNUAL LEAVE  
CARRIED FORWARD**

**Mom 10** Employees that in any annual leave year are entitled to more than 20 days' paid annual leave may, out of any additional such days, carry forward five days to a later annual leave year.

The number of days carried forward must not exceed a total of 25.

**UNUTILIZED  
ANNUAL LEAVE**

**Mom 11** If it is due to the employer that it has not been possible to schedule in the annual leave year a day of paid annual leave shall any such day be carried forward to the next annual leave year. The number of days carried forward over 25 shall be used for time off, at the latest during the following calendar year.

**CALCULATION  
OF ANNUAL LEAVE**

**Mom 12** Every normal working day in the annual leave period shall constitute annual leave for full-time employees with normal working hours exclusively on weekdays Monday–Friday.

The number of days constituting annual leave shall, as regards other employees, be calculated according to the formula:

$$\frac{5 \times b}{a} = c \text{ when;}$$

a = the employee's average number of normal working days per week according to the work schedule,

b = number of normal working days constituting annual leave,

c = number of days of annual leave that shall be considered to constitute annual leave.

If computation of the items referred to in c results in a fraction, this shall at the end of the annual leave year be rounded off to the nearest lower number of days. A table of annual leave coefficients is set out in the Pay Appendix.

*Note*

The following shall apply in respect of employees with normal working hours also scheduled on so-called minor public holidays. If a public holiday, Midsummer, Christmas or New Year's Eve is a normal working day and falls on a Monday–Friday during annual leave, the annual leave shall be reduced by one day for each such public holiday or eve, provided the leave is of a duration of at least one week.

**CALCULATION  
OF HOLIDAY PAY**

**Mom 13** The fixed cash pay shall be the holiday pay for employees paid monthly.

**HOLIDAY SUPPLEMENT**

**Mom 14** The holiday supplement shall in respect of each day of paid annual leave be 0.8 % of the employee's fixed cash pay at the time of payment. The holiday supplement for the paid annual leave of the annual leave qualifying year shall be paid at the commencement of the main annual leave or at any other time agreed locally.

**REPAYMENT**

**Mom 15** Any employee that has taken more days of annual leave than the employee is entitled to during the year or too high payment, as referred to in mom 8, 9, 13 and 14, shall repay any excess holiday pay received.

The estate of a deceased employee shall not be liable to make repayment.

**OTHER EMPLOYEES**

**Mom 16** The following shall apply to other employees than employees paid monthly:

Holiday pay shall for each day of paid annual leave be 12 % of the basis for calculating holiday pay – calculated in accordance with the provisions of § 16 of the Annual Leave Act (SemL) – divided by the number of days of paid annual leave – not including any annual leave carried forward – to which the employee is entitled.

The percentage shall be increased by 0.48 % for each day of annual leave in excess of 25 days to which an employee may be entitled under mom 8 above.

**PAYMENT IN LIEU  
OF ANNUAL LEAVE**

**Mom 17** Payment in lieu of annual leave shall be payable on termination of employment and shall consist of holiday pay (4.6 %) and holiday supplement (0.8 %) of current fixed cash pay per day of annual leave, that has not been paid in connection with annual leave. Payment in respect of any annual leave carried forward shall be calculated in this way irrespective of when the holiday entitlement arose.

**UNPAID ANNUAL LEAVE**

**Mom 18** Pay deduction, calculated as set out in § 6 mom 2:1, shall be made in respect of each day of unpaid annual leave that is taken.

## § 8 LEAVE OF ABSENCE

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### § 8 Mom 1 Leave of absence and benefits in connection with illness etc

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#### LEAVE OF ABSENCE

**Mom 1:1** Employees that as a consequence of illness, accident or occupational injury cannot work shall be on leave of absence for as long as the incapacity to work subsists. Employees that are unable to work because of medical treatment or medical rehabilitation shall be on leave of absence while sickness benefit is paid pursuant to the National Insurance Act (AFL).

#### NOTICE

**Mom 1:2** In order to be entitled to sick pay as provided in the Sick Pay Act (SjLL) or stipulated in this agreement, the employee must promptly notify the employer of the illness, accident or occupational injury. Employees shall also notify the employer of the date when the event of illness occurred. As a principal rule sick pay is not given for time before the employer receives notification of the absence because of illness. If the employee has been prevented from given notice but such one is done immediately after the prevention has expired, sick pay shall be paid even for time before the notification.

Employees that are entitled to sick pay under the Sick Pay Act (SjLL) shall notify the employer of the date when the social insurance office was notified of the event of illness and also whether the employee is in receipt of sickness benefit calculated per working day or per calendar day.

#### CERTIFICATE

**Mom 1:3** From the seventh day after the notice of illness, sickness pay is paid only if the employee can verify the reduction of working capacity and the period of sickness leave with a doctor's certificate. Such certificate should be submitted to the employer as soon as possible.

The employer shall be entitled to demand such certificates also in case of shorter leave of absence and shall always be entitled to demand that the certificate is issued by a doctor, assigned by the employer. The employees' expenses shall in such cases be reimbursed by the employer to the extent they are not reimbursed or ought to have been reimbursed by the social insurance office or under any insurance paid for by the employer.

Absence because of illness, daily or hourly pay calculation, etc.

*Alternative A Daily pay calculation*

**DEDUCTION FOR ILLNESS** **Mom 1:4** A deduction for illness shall be made for 1st to 14th day of the sick pay period in respect of each working day as set out in § 6 mom 2:2:1.

Such deduction shall as from 15th day of the period of illness be made in respect of all calendar days as set out in § 6 mom 2:2:2. No sick pay will be payable in respect of the first day of illness (qualification day). Sick pay shall in respect of days 2–14 of the sick pay period be 80 % of the loss of pay. As from 15th day of the period of illness, supplementary sick pay shall be paid as set out in sub-clause 1:5

**SUPPLEMENTARY SICK PAY** **Mom 1:5** Employees shall in case of leave of absence as referred to in § 8 mom 1:1 or § 8 mom 1:12 – in periods when sickness benefit is paid pursuant to the Occupational Injuries Insurance Act (LAF) or the National Insurance Act (AFL) or rehabilitation benefit is paid pursuant to the National Insurance Act (AFL) – receive sick pay in an amount equivalent to 10 % of the loss of pay, for a maximum period of up to and including the 90th calendar day of the period of illness.

Employees with annual pay (consisting of fixed cash monthly pay) in excess of 7.5 price base amounts shall in addition receive sick pay in an amount corresponding to the difference between 80 % of the loss of pay and the highest amount of sickness benefit calculated on daily pay or by calendar day pursuant to the National Insurance Act (AFL).

Calculation of loss of pay shall be on the same basis as the calculation of sickness benefit as provided in the National Insurance Act (AFL), that is to say in case of sickness benefit calculated by calendar day

$$\frac{\text{monthly pay} \times 12}{365}$$

*Note*

Periods of illness shall be deemed to run and include periods as provided in the National Insurance Act (AFL).

*Alternative B Hourly pay calculation*

**Mom 1:6** Deductions for absence may by local collective agreement be effected by hourly pay calculation.

**DEDUCTION FOR ILLNESS**

A deduction shall from 1st to 14th day of the sick pay period be made in respect of every working hour as set out in § 6 mom 2:3:1.

A deduction shall as from 15th day of the period of illness be made in respect of each calendar day as set out in § 6 mom 2:3:2.

**SICK PAY**

Sick pay shall not be paid in respect of the first day of illness (qualification day). Sick pay shall in respect of days 2–14 of the sick pay period be 80 % of loss of pay. As from 15th day of the period of illness, supplementary sick pay shall be paid as stipulated in mom 1:5.

**Mom 1:7-1:12** shall apply to deductions calculated on daily pay as well as on hourly pay.

**Mom 1:7** The following shall apply to calculation of sick pay pursuant to the Sick Pay Act (SjLL). What is referred to as "pay and other employment benefits" in § 6 of the Sick Pay Act (SjLL) shall only include the following employment benefits, that is to say pay as referred to in § 6, holiday pay and pay during leave of absence as well as the special remunerations unsocial working hours compensation, on-call and stand-by duty remuneration.

The following shall be included in what the employee has lost due to reduced work capacity in the sick pay period, as provided in § 7 of the Sick Pay Act (SjLL):

- a) hourly pay; the amount that the employee would have received in the period under the scheduling of normal working hours in force at the time,
- b) holiday pay; the amount that the employee would have received in the period under the annual leave schedules then in force,
- c) pay during leave of absence; the amount that the employee would have received in the period under the collective agreement in force at the time,
- d) unsocial working hours compensation; the amount that the employee would have received in the period under the scheduling of normal working hours in force at the time,
- e) on-call and stand-by duty remuneration; the amount that the employee would have received in the period under the scheduling of normal working hours then in force,

- f) piecework pay; the amount that the employee would have received in the period from performance of his or her normal work, if the employee had not been on leave from his or her work for the employer, and
- g) bonus; the amount of the average bonus per hour and individual.

**EXCEPTIONS**

**Mom 1:8** Supplementary sick pay as referred to in mom 1:5 shall not be payable:

- a) in respect of any time forming part of a sick pay period when the employer is obliged to provide sick pay under the Sick Pay Act (SjLL),
- b) in respect of time when the employee is not entitled from sickness benefit or rehabilitation benefit pursuant to the National Insurance Act (AFL) or the Occupational Injuries Insurance Act (LAF),
- c) in respect of time when the employee is in receipt of temporary or permanent disability pension pursuant to the National Insurance Act (AFL).

If the sickness or rehabilitation benefit has been reduced or stopped pursuant to the National Insurance Act (AFL) or the Occupational Injuries Insurance Act (LAF), any sick pay shall pursuant to § 8 mom 1:5 be reduced commensurately.

**STOPPED  
SICKNESS BENEFIT**

**Mom 1:9** Employees with monthly pay, whose sickness benefit has been stopped pursuant to Chapter 3 § 7 of the National Insurance Act (AFL) or equivalent provisions in the Occupational Injuries Insurance Act (LAF) on the basis of the social insurance office's assessment of the employee's work capacity, shall in case of leave as referred to in § 8 mom 1:1 or § 8 mom 1:12, when sickness benefit under the National Insurance Act (AFL) or rehabilitation benefit under the Occupational Injuries Insurance Act (LAF) would otherwise have been paid, receive sick pay in respect of time during the period of illness corresponding to:

- 80 % of loss of pay for working days 2–14,
- 90 % of loss of pay for the time thereafter until and including day 90
- 80 % of loss of pay for the period thereafter.

**WHOLE DAY  
OR PART OF DAY**

**Mom 1:10** Employees with monthly pay shall when on leave as referred to in § 8 mom 1:1 receive sick pay, calculated in accordance with mom 1:9 above, in respect of any part of the day when the

social insurance office does not provide benefit on the ground that the provisions of Chapter 3 § 7 of the National Insurance Act (AFL) only permits payment of whole, three-quarter, half or one-quarter sickness benefit.

#### REHABILITATION

**Mom 1:11** Employees that because of work-orientated rehabilitation are prevented from working shall be on leave while rehabilitation benefit is paid pursuant to the National Insurance Act (AFL).

Employees with monthly pay whose annual pay (consisting of fixed cash monthly pay) exceeds 7.5 price base amounts as provided in the National Insurance Act (AFL), shall in case of leave referred to in the mom receive rehabilitation supplement in an amount equivalent to the difference between 80 % of loss of pay and the maximum rehabilitation benefit amount under the National Insurance Act (AFL). If the rehabilitation benefit has been reduced or stopped pursuant to the National Insurance Act (AFL), the rehabilitation supplement shall be commensurately reduced.

Rehabilitation supplement includes holiday pay and pay in lieu of holiday in the amounts provided in the Annual Leave Act (SemL).

#### *Note*

Where the Occupational Injuries Insurance Act (LAF) is referred to, this shall in respect of accidents occurring prior to 1 July 1977 be deemed to refer to the corresponding provisions of the Industrial Accidents Insurance Act.

#### RISK OF INFECTION

**Mom 1:12** Employees may in order to prevent the spread of infectious diseases be prohibited from working while the result of a requested medical examination or doctor's opinion is awaited. Employees shall retain all their emoluments during any such period.

### **§ 8 Mom 2 Parental leave etc**

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#### PARENTAL ALLOWANCE SUPPLEMENT

**Mom 2:1** Employees that have been employed by the employer without interruption for a minimum of 365 calendar days prior to leave with parental allowance shall receive parental allowance supplement during parental leave, as set out below:

Parental allowance supplement shall only be paid to employees that according to the National Insurance Act (AFL) are entitled to parental allowance above the guaranteed minimum level. If the parental allowance has been reduced or stopped, the parental allowance supplement shall be reduced by a commensurate amount.

The parental allowance supplement shall be 10 % of loss of pay. Parental allowance supplement shall be paid in respect of the number of calendar days of parental leave, maximum 90 days.

For children born 1 April 2007 or later the parental allowance supplement according above shall be paid for a maximum of 120 days. The supplement is only payable for a continuous period of parental leave. The parental allowance supplement is not paid for parental leave when the child has passed the age of 24 month. If adopted after 24 months after the adoption or the reception.

**Mom 2:2** Employees with annual pay (consisting of the fixed cash monthly pay) in excess of 7.5 price base amounts as provided in the National Insurance Act (AFL), and that fulfil the requirements of mom 2:1, shall receive payment as stipulated in that mom when parental allowance is paid.

The allowance shall be payable for a maximum of 270 calendar days per birth.

The amount paid shall be equivalent to the difference between 80 % of loss of pay – calculated per calendar day – and the maximum amount of parental allowance under the National Insurance Act (AFL).

Calculation of loss of pay shall be effected on the same grounds as calculation of parental allowance in accordance with the provisions of the National Insurance Act (AFL), in other words in case of parental allowance calculated per calendar day

$$\frac{\text{monthly pay} \times 12}{365}$$

**DISBURSEMENT/  
ALLOWANCE**

**Mom 2:3** Parental allowance supplement as referred to in mom 2:1 shall be payable once per birth and paid at the start of the leave and shall include holiday pay and any pay in lieu of holiday in the amounts provided in the Annual Leave Act (SemL).

The allowance referred to in mom 2:2 shall be paid monthly and includes holiday pay and pay in lieu of holiday in the amounts provided in the Annual Leave Act (SemL).

**VARIATION OF STATUTES**

**Mom 2:4** Employers and employee organizations may enter into collective agreement concerning variation of § 13 first part and § 15 second part concerning the more detailed application of §§ 11 and 12 of the Parental Leave Act.

## **§ 8 Mom 3 Leave concerning important personal matters etc**

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### **PERSONAL MATTERS**

**Mom 3:1** Employee may, during leave for personal matters concerning close relative severe illness or decease, funeral interment and estate inventory after such relative be permitted to retain pay for a period not exceeding ten working days per calendar year.

The conception close relative include husband, wife, person with who you live together in matrimonial like partnership, children (also adopted or children in foster care), parents (also adoptive or foster parents), brothers and sisters, parents-in-law, grandchildren, grandparents and persons in substitute for parents.

During childrens and close relatives severe illness an employee can only be granted to certain pay if the employee not have the right to retain compensation according to the National Insurance Act (AFL).

**Mom 3:2** If it necessarily must be done in ordinary working hours, the employee shall be entitled to visit doctors or dentist and retain 100 % of their pay during the period of leave for a total amount of ten occasion per calendar year in the following cases:

- a) At initial visit to a doctor or a dentist in case of acute illness or accident.
- b) At visit to a doctor, physiotherapist/equivalent or hospital for after-treatment with admission note.
- c) At a maximum of two occasions during a pregnancy for visiting a maternity centre in the role of being a parent.

### *Note*

At a treatment of a severe illness an employee could be entitled to leave of absence without reduced pay for more than ten days per calendar year.

The stipulations in the sub-clauses shall not apply to leave referred to in § 8 mom 1:1 in respect of time for which sick pay is paid pursuant to the Sick Pay Act (SjLL) or this collective agreement or sickness benefit is paid pursuant to the National Insurance Act (AFL) or the Occupational Injuries Insurance Act (LAF).

## **§ 8 Mom 4 Training leave and benefits**

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### **TRAINING PAY**

**Mom 4:1** Employees may be granted a right to retain their pay or part thereof when on training leave.

Part-term employees may also be given a right to additional pay or part thereof. Employers may prescribe certain conditions for employees to be permitted to receive and retain any pay provided in respect of leave dealt with herein.

**RETENTION  
OF EMOLUMENTS**

**Mom 4:2** Employees shall, when participating in training, courses, conferences and similar in the course of their employment, in addition to retained pay – if the duration of the training does not exceed seven calendar days – retain any unsocial working hours compensation that would have been paid if the employee had been performing his or her normal work duties.

**NON-WORKING DAY**

**Mom 4:3** Compensation for ordered training or compulsory information on a, for the employee, non-working day is agreed upon between local parties.

## **§ 8 Mom 5 Co-ordination stipulations**

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**EARNED PAY**

**Mom 5:1** Earned emoluments shall, where no deduction has been made in respect of leave, or nothing to the contrary is stipulated in mom 6:2 below, be reduced (co-ordinated) by amounts equivalent to any pay the employee is entitled to pursuant to:

- a) national insurance legislation, other laws, ordinances or similar provisions relating to payments of a similar type,
- b) insurance paid for by the employer,
- c) pension rights under municipal pension provisions through other employment or assignments,
- d) pension rights under other occupational pension provisions, provided that time co-ordination is effected with municipal pension provisions, and
- e) his or her rights against any third party to compensation for loss of earnings.
- f) Co-ordination shall be effected even if payment is withheld because of the employee's own act or omission.

**EXCEPTIONS**

**Mom 5:2** Employers may decide that any payment/benefit shall wholly or partly be exempt from co-ordination. There shall be no co-ordination in respect of:

- a) payments intended to constitute reimbursement of expenses, occupational injuries annuities under the Occupational Injuries Insurance Act (LAF), or similar provisions in other statutes or ordinances,

- b) payments under occupational sick pay insurance (AGS-KL), occupational injuries insurance (TFA-KL) or similar insurance,
- c) pension benefits that under current pension provisions shall be reduced by any earned income.

**NOTIFICATION  
OF EMPLOYER**

Employees shall be obliged to notify employers of any payment /benefit that affects co-ordination as referred to in mom 5:1 of this paragraph.

## § 9 COMPULSORY AND OPTIONAL ACCOMMODATION PROVIDED BY THE EMPLOYER

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### COMPULSORY AND OPTIONAL ACCOMMODATION

**Mom 1** Any tenancy occasioned by employment shall by employment by applicable law in so far as this clause does not stipulate otherwise.

### DEFINITION

**Mom 2** Compulsory accommodation shall mean any dwelling owned by the employer or at its disposal that the employer directs an employee to occupy on the grounds that this is necessary for performance of employment duties and the employer therefore provides for the employee in connection with employment involving compulsory residence.

Optional accommodation shall mean any dwelling owned by the employer or at its disposal that the employer provides for the employee in connection with employment.

### RENT

**Mom 3** The employer shall set the rent for compulsory and optional accommodation in amounts that are reasonable taking into account any inconvenience that may be occasioned by the accommodation being in the nature of compulsory or optional accommodation provided by the employer and its location.

### CONDITIONS

**Mom 4** The employer's consent shall be required for:

- a) assignment of tenancy of compulsory or optional accommodation,
- b) the tenant to sub-let compulsory or optional accommodation.

### NOTICE OF TERMINATION OF TENANCY AGREEMENT

**Mom 5** Tenancy agreements for compulsory and optional accommodation may be terminated by the giving of a minimum of one month's notice in the following instances:

- a) when the employee's employment is to terminate,
- b) when the employee has failed to pay rent,
- c) when the employee has taken any action in breach of the above conditions.

The following shall apply on termination of the employee's employment,

- a) if the employee, at the time when notice of termination of the tenancy agreement is given, is entitled to a notice period as regards termination of employment that is longer than one month, the employer shall observe an equivalent notice for period termination of the tenancy agreement,

- b) the notice periods provided in the Tenancies Act shall apply if the employment is terminated on the employee's death,
- c) the notice period stipulated in the mom shall apply to tenancy agreements for fixed periods in excess of three months and to tenancy agreements of an indefinite duration. The tenant and any co-tenant shall not be entitled to extension of the agreement if the employer has terminated the tenancy agreement for the compulsory/optional company accommodation in connection with termination of employment.

## § 10 PENSION BENEFITS, EMPLOYMENT SECURITY INSURANCE AND SECURITY AGREEMENT

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GENERAL	Local collective agreement about pension benefits and employment security insurance shall be agreed upon.
PENSION AGREEMENT WITHIN KFS, PA-KFS	<b>Mom 1</b> The parties in the KFS area have entered into a central collective pension agreement – PA-KFS – to be applied after local collective agreements have been entered into.
OTHER PENSION AGREEMENT	Local collective agreement about other pension plan can be agreed upon.
OCCUPATIONAL INJURIES INSURANCE	<b>Mom 2</b> The employer shall effect Occupational Injuries Insurance, TFA-KL, or, when applying other pension plan, other insurance with corresponding contents.  The employee shall not be entitled to bring any action in damages against the employer or any of its employees based on personal injury constituting occupational injury.
EMPLOYMENT GROUP SICKNESS INSURANCE	<b>Mom 3</b> The employer shall effect Employment Group Sickness Insurance, AGS-KL, or, when applying other pension plan, other insurance with corresponding contents.  When the Pension Agreement within KFS, PA-KFS, or the Pension Agreement with Municipal Guarantee, PA-KL, is applicable, employees shall enjoy sickness benefits as stipulated in Employment Group Sickness Insurance, AGS-KL, or other insurance with corresponding contents.
EMPLOYMENT GROUP LIFE ASSURANCE AND FUNERAL BENEFIT	<b>Mom 4</b> The employer shall effect TGL-KL or other Employment Group Life Assurance. If the employer fails to do so, the stipulations in § 28 of the Insurance Conditions for Employment Group Life Assurance, TGL-KL, shall apply in respect of penalty etc. If the employee dies and no sum insured is paid under the group life protection conditions for municipal or other employment (death risk cover), payment shall be made to the estate of the deceased of an amount equivalent to half the base amount that pursuant to the National Insurance Act (AFL) applies to the year when death occurs.
EMPLOYMENT SECURITY AGREEMENT	<b>Mom 5</b> Employers that are covered by the central collective agreement concerning Trygghetsavtal KFS shall, according to the central collective agreement, make annual contributions to the collective agreement foundation KFS-Företagens Trygghetsfond.

## **§ 11 ADJUSTMENT OF PRELIMINARY PAY**

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**ADJUSTMENT  
OF PRELIMINARY PAY**

**Mom 1** Collective agreements relating to adjustment of preliminary pay shall apply as per appendix.

## APPENDIX 1: COLLECTIVE AGREEMENT CONCERNING ADJUSTMENT OF PRELIMINARY PAY

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### § 1 THE PARTIES NOTE

The parties note that pay and other emoluments in the accounting period shall be calculated preliminarily and paid without fully taking into account the employee's absence or other circumstances in the period. A final calculation of emoluments according to collective agreement shall be made in connection with a payment occasion (normally the subsequent), when all circumstances that affect this matter in the period are known. The parties agree in this connection that the following stipulations shall apply:

### § 2 PRELIMINARY PAY

**Mom 1** If the employee receives any preliminary pay, as referred to in § 1, that exceeds what should according to collective agreement have been paid to the employee in respect of the accounting period, the employee shall be obliged to permit deduction thereof, on a later occasion, from emoluments due (adjustment of preliminary pay) or to repay the amount.

**Mom 2** If preliminary pay has not been adjusted at the latest in the fourth calendar month after that in which the preliminary pay was disbursed, the employer shall within one further month notify the employee of the debt and endeavour to reach agreement about repayment method.

Such agreement may also be entered into prior to the end of the aforementioned fourth calendar month.

**Mom 3** If the employer and the employee have not agreed how the debt is to be repaid, the employee shall in a written repayment demand be notified that his or her local employee organization is entitled to negotiation in the matter. If the organization does not request negotiation within two months of the employee's receipt of the written demand, the organization shall forfeit its right to negotiation.

If negotiation is requested in such a matter as referred to in the above paragraph, the negotiation shall – notwithstanding what may otherwise follow from statute or other agreement – only be conducted as a local negotiation.

Any statutory or contractual obligation to negotiate prior to submission to a court of law shall be performed by the conclusion of the local negotiation or by forfeiture of the right to such negotiation.

**Mom 4** If the employer is in breach of any stipulation in mom 2 and 3 above, the matter of the obligation to repay the debt shall be dealt with in accordance with the stipulations in § 3 below.

**§ 3 INCORRECTLY  
DISBURSED PAY  
– NEGOTIATION  
PROCEDURE ETC**

The employer shall notify the employee if the latter has, otherwise than as referred to in § 1 first part, received any pay or other emolument in excess of what is due to the employee by agreement.

If the employer and the employee have not reach agreement about repayment of the debt and if the employer wishes to demand repayment, the employee shall in a written repayment demand be notified that his or her local employee organization is entitled to legal dispute negotiation in the matter. If the organization does not request negotiation within two months of the employee's receipt of the written demand, the organization shall forfeit its right to negotiation.

Any obligation to negotiate before submitting the matter to a court of law that may follow from statute or agreement shall be performed by conclusion of the negotiation or forfeiture of the right thereto. The stipulations of the parties' negotiation procedure and main collective agreement and the Co-determination in Industry Act (MBL) shall otherwise apply to legal dispute negotiations and to the continued dispute procedure.

**§ 4 VALIDITY**

This collective agreement shall be in force between the parties without time limit and with a mutual period of notice of termination of six months. Notice shall, in order to be valid, be in writing and accompanied by a draft new collective agreement.

## APPENDIX 2: LIST OF OTHER AGREEMENTS WITHIN THE KFS AREA

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The Swedish Organisation for Local Enterprises (KFS)  
The Swedish Municipal Workers' Union (Kommunal)  
The Union for Service and Communication Employees (SEKO)  
The Swedish National Union of Local Government Officer  
(SKTF)  
The Salaried Employees' Union HTF  
The Association of Management and Professional Staff  
(LEDARNA)  
The Swedish Association of Salaried Employees, the Hospital and  
Public Health Service  
The Swedish Association of Graduate Engineers (CF)/the Swedish  
Association of Business Administration Graduates (CR) and  
Listed member associations of the Swedish Confederation of  
Professional Association (SACO)

- Negotiation Procedure for enterprises in the KFS Area
- Agreement concerning Employment Group Life Assurance (TGL-KL) or equivalent assurance
- Agreement concerning Occupational Injuries Insurance (TFA-KL) or equivalent insurance
- Agreement concerning Occupational Sickness Insurance (AGS-KL) or similar insurance
- Pension Agreement (PA-KFS)
- Agreement concerning remuneration for the use of employees' own cars (Bil 01)
- Subsistence Allowance Agreement (Trakt 91-KFS)
- Trygghetsavtal KFS
- Agreement concerning the collective agreement foundation KFS-Företagens Trygghetsfond and agreement concerning contribution to KFS-Företagens Trygghetsfond

## NOTES TO THE RECORD

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1. The scope for working hours measures is agreed upon between central parties for the period of this agreement and have the value of 27 hours/year. At the individual enterprise there could be agreed upon another amount of hours or that the scope for working hours measures is not valid at the enterprise. The regulations for the working hours account are the same as was valid for the previous period of agreement.

There can be local agreements concerning the application to the regulations. Individual working hours account applies if no local agreement concerning other working hours measures is agreed upon.

2. When an employee with monthly pay is for organizational reasons or as a consequence of illness transferred to other duties, the central parties are of the opinion that it is important that pay is in this context set by consensus between the local parties, and that the intentions of the stipulations in § 89, AB 89, of 30 June 1989 are observed. (AB 89 entered into by the Swedish Association of Local Authorities (Svenska Kommunförbundet) and the employee organizations.)

3. The parties agree that the following rules shall apply:

It is part of the individual employment agreement that the employee is obliged, when required, to show a doctor's certificate to the effect that he or she is fit for work, submit himself or herself to drug tests and medical examinations if it has become apparent that the employee has been incapable of performing his or her duties and the cause of this may be assumed to be drugs or illness. The employer shall be obliged, when necessary, to arrange for a rehabilitation report and to rehabilitate and/or transfer the employee to other duties.

The employer may, within the scope of its right to direct the business, temporarily suspend the employee.

Employees that have been suspended on the ground that they have become safety risks because of the influence of alcohol or other drugs shall forgo all emoluments while suspended.

The stipulations concerning a drug-free work environment and the handling of drug questions are linked to the provisions of the Work Environment Act concerning a safe work environment and may be discussed by the safety committee or equivalent or by local collective agreement.

4. Member enterprises' membership of various sector committees within KFS and associated sector agreements shall be listed separately. When a new enterprise is admitted to KFS, it must be shown to what sector it belongs. Enterprises or groups of enterprises shall agree locally to what sector they belong. Change of sector membership shall mean a future change of collective agreement and shall thus be negotiated/agreed.
5. The central parties agree to commence negotiation if amendments are effected to national insurance or other legislation. The result of such negotiations shall be that changes in benefit levels or national insurance rules are reflected in corresponding adjustments of the sector agreements.
6. The employer may compensate the employee, in the form of pay and other emoluments as referred to in § 8 mom 1:7, for any loss of pay occasioned by absence due to personal injury through personal violence suffered in the course of employment. Compensation shall only be payable in respect of the part of loss of pay that is not compensated for otherwise. Compensation shall include holiday pay and pay in lieu of holiday in accordance with the collective agreement and the Annual Leave Act.
7. Employee employed 2004-03-31 and to whom § 8 mom 3 at that time was applicable shall be covered by the regulation in unchanged wording ever after. A condition for receiving compensation according to the regulation is that the employee before the duty in question notify the employer of the claim of compensation.
8. Local collective agreement about pension plans is sign by the central organisation of The Swedish Municipal Workers' Union (Kommunal).
9. Negotiation about telework shall if needed be held later.

## PAY APPENDIX

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In force as from 1 April 2004, changes as from 1 October 2005.

### Special remuneration

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Special remuneration as referred to in § 3 mom 2–6 shall include holiday pay and pay in lieu holiday as provided in the Annual Leave Act.

#### 1 Compensation for overtime work and additional work (§ 3 mom 2)

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Overtime compensation and additional pay are payable per hour as set out below.

Additional pay	120 per cent
Ordinary overtime	180 per cent of <u>monthly pay</u>
Extra overtime	240 per cent      165

#### *Note*

Monthly pay shall in respect of part-time employees be recalculated as if the employee were a full-time employee with full normal working hours.

#### 2 Travelling time remuneration (§ 3 mom 3)

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Travelling time remuneration shall be payable as set out below.

For the first 10 hours in any one calendar week	For time in excess thereof in the calendar week
As from 1 April 2007	SEK 51.00 per hour      SEK 102.00 per hour
As from 1 Oct. 2008	SEK 56.50 per hour      SEK 113.00 per hour

The total travelling and waiting time per calendar week shall be calculated and rounded off, where applicable, to whole and half hours, when any commenced half hour shall be counted as a full half hour.

#### 3 Unsocial working hours compensation (§ 3 mom 4)

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The below table sets out the times that shall be deemed unsocial working hours and compensation payable in respect of such time.

#### *Unsocial Working Hours A*

From 7 p.m. on the day before Good Friday until 7 a.m. on the day after Easter Monday.

From 7 p.m. on the day before Whitsun, Christmas or New Year's Eve until 7 a.m. on the weekday immediately after the eve.

As from 1 April 2007                      SEK 84.00 per hour

As from 1 October 2008                SEK 93.00 per hour

### ***Unsocial Working Hours B***

(however not in respect of hours deemed to constitute Unsocial Working Hours A)

From midnight until the following midnight on Saturdays, Sundays, public holidays or weekdays when both the preceding and the subsequent day is a Sunday or public holiday. Christmas and New Year's Eves shall be deemed public holidays.

From 4 p.m. to midnight on weekdays before Epiphany, May Day, Ascension Day or All Saints' Day.

From midnight to 7 a.m. on Mondays or weekdays immediately after Epiphany, May Day or Ascension Day.

From 7 p.m. to midnight on Fridays that are not covered by Unsocial Working Hours compensation as referred to above.

As from 1 April 2007                      SEK 42.00 per hour

As from 1 October 2008                SEK 46.50 per hour

### ***Unsocial Working Hours Compensation C***

(however not in respect of hours deemed to constitute Unsocial Working Hours A or B)

Time from 10 p.m. to midnight Monday to Thursday and from midnight to 6 a.m. Tuesday to Friday.

As from 1 April 2007                      SEK 33.50 per hour

As from 1 October 2008                SEK 37.00 per hour

### ***Unsocial Working Hours D***

(however not in respect of hours deemed to constitute Unsocial Working Hours A or B)

From 7 p.m. to 10 p.m. weekdays.

As from 1 April 2007                      SEK 17.50 per hour

As from 1 October 2008                SEK 19.00 per hour

Unsocial working hours shall be calculated separately for categories A, B, C and D. Total hours of each type per pay period shall, where applicable, be rounded off to whole and half hours, when any commenced half hour shall be deemed a full half hour. No unsocial working hours compensation shall be payable for a total of rounded off hours of less than one hour per pay period.

## 4 On-call duty remuneration (§ 3 mom 5)

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When the employee is ordered to undertake on-call duty for a maximum of 50 hours in any calendar month, the remuneration shall be:

As from 1 April 2007	SEK 28.00 per hour
As from 1 October 2008	SEK 31.00 per hour

In respect of any further hours in the calendar month:

As from 1 April 2007	SEK 56.00 per hour
As from 1 October 2008	SEK 62.00 per hour

### *Notes*

Remuneration in respect of on-call duty or part thereof shall be increased by 100 % in the below hours:

- a) From 7 p.m. on the day before Good Friday to 7 a.m. on the day after Easter Monday.
- b) From 7 p.m. on the day before Whitsun, Midsummer, Christmas or New Year's Eve to 7 a.m. on the weekday immediately after the eve.
- c) From midnight to the following midnight on Sundays or public holidays, Saturdays or days when both the preceding and the subsequent day is a Sunday or a public holiday. Christmas and New Year's Eve shall in this context be deemed public holidays.
- d) From 4 p.m. to midnight on weekdays – not Saturdays – immediately before Epiphany, May Day, Ascension Day or All Saints' Day.
- e) From midnight to 7 a.m. on weekdays immediately after Sundays or public holidays.
- f) From 7 p.m. to midnight on weekdays immediately before Saturdays.

Remuneration shall be payable for a minimum of eight hours in respect of on-call duty undertaken between the time of commencement of the fixed working hours one working day and the equivalent time the next working day, where applicable reduced by any hours worked during the stand-by period. If an employee that is not entitled to overtime compensation works during on-call duty, the employee shall be entitled to retain the on-call duty remuneration.

## **5 Deferred working hours increments (§ 3 mom 6)**

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Deferred working hours increments shall be payable in respect of any completed hour as set out below.

1. Days that according to the schedule immediately above should have been non-working days

As from 1 April 2007                      SEK 62.50 per hour

As from 1 October 2008                SEK 69.00 per hour

2. Other times:

As from 1 April 2007                      SEK 31.00 per hour

As from 1 October 2008                SEK 34.50 per hour

The increment shall be increased by 50 % for the first two calendar days.

The total number of hours in respect of which the increment is payable shall be calculated separately for each pay period and shall where applicable be rounded off to whole and half hours, when any commenced half hour shall be deemed a full half hour.

## CERTAIN TABLES

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### 6 Calendar Day Factor Table

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Calendar day factor refers to the factor employed when calculating the number of calendar days of leave in case of a right to leave without pay for part of a month.

1 week schedule		2 week schedule		3 week schedule	
Number of working days in the period	Factor	Number of working days in the period	Factor	Number of working days in the period	Factor
1	7.00				
2	3.50	2	7.00		
3	2.33	3	4.66	3	7.00
4	1.75	4	3.50	4	5.25
5	1.40	5	2.80	5	4.20
6	1.16	6	2.33	6	3.50
		7	2.00	7	3.00
		8	1.75	8	2.62
		9	1.55	9	2.33
		10	1.40	10	2.10
		11	1.27	11	1.90
		12	1.16	12	1.75
				13	1.61
				14	1.50
				15	1.40
				16	1.31
				17	1.23
				18	1.16

4 week schedule		5 week schedule		6 week schedule	
Number of working days in the period	Factor	Number of working days in the period	Factor	Number of working days in the period	Factor
4	7.00				
5	5.60	5	7.00		
6	4.66	6	5.83	6	7.00
7	4.00	7	5.00	7	6.00
8	3.50	8	4.37	8	5.25
9	3.11	9	3.88	9	4.66
10	2.80	10	3.50	10	4.20
11	2.54	11	3.18	11	3.81
12	2.33	12	2.91	12	3.50
13	2.15	13	2.69	13	3.23
14	2.00	14	2.50	14	3.00
15	1.86	15	2.33	15	2.80
16	1.75	16	2.18	16	2.62
17	1.64	17	2.05	17	2.47
18	1.55	18	1.94	18	2.33
19	1.47	19	1.84	19	2.21
20	1.40	20	1.75	20	2.10
21	1.33	21	1.66	21	2.00
22	1.27	22	1.59	22	1.90
23	1.21	23	1.52	23	1.82
24	1.16	24	1.45	24	1.75
		25	1.40	25	1.68
		26	1.34	26	1.61
		27	1.29	27	1.55
		28	1.25	28	1.50
		29	1.20	29	1.44
		30	1.16	30	1.40
				31	1.35
				32	1.31
				33	1.27
				34	1.23
				35	1.20
				36	1.16

7 week schedule		8 week schedule	
Number of working days in the period	Factor	Number of working days in the period	Factor
7	7.00		
8	6.12	8	7.00
9	5.44	9	6.22
10	4.90	10	5.60
11	4.45	11	5.09
12	4.08	12	4.66
13	3.76	13	4.30
14	3.50	14	4.00
15	3.26	15	3.73
16	3.06	16	3.50
17	2.88	17	3.29
18	2.72	18	3.11
19	2.57	19	2.94
20	2.45	20	2.80
21	2.33	21	2.66
22	2.22	22	2.54
23	2.13	23	2.43
24	2.04	24	2.33
25	1.96	25	2.24
26	1.88	26	2.15
27	1.81	27	2.07
28	1.75	28	2.00
29	1.68	29	1.93
30	1.63	30	1.86
31	1.58	31	1.80
32	1.53	32	1.75
33	1.48	33	1.69
34	1.44	34	1.64
35	1.40	35	1.60
36	1.36	36	1.55
37	1.32	37	1.51
38	1.28	38	1.47
39	1.25	39	1.43
40	1.22	40	1.40
41	1.19	41	1.36
42	1.16	42	1.33
		43	1.30
		44	1.27
		45	1.24
		46	1.21
		47	1.19
		48	1.16

## 7 Annual Leave Coefficient Table

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Annual leave coefficient refers to the coefficient used when calculating the number of days that shall be deemed part of annual leave.

1 week schedule		2 week schedule	
Number of working days in the period	Annual leave coefficient	Number of working days in the period	Annual leave coefficient
1	5.00		
2	2.50	2	5.00
3	1.66	3	3.33
4	1.25	4	2.50
5	1.00	5	2.00
6	0.83	6	1.66
		7	1.42
		8	1.25
		9	1.11
		10	1.00
		11	0.90
		12	0.83

3 week schedule		4 week schedule	
Number of working days in the period	Annual leave coefficient	Number of working days in the period	Annual leave coefficient
3	5.00		
4	3.75	4	5.00
5	3.00	5	4.00
6	2.50	6	3.33
7	2.14	7	2.85
8	1.87	8	2.50
9	1.66	9	2.22
10	1.50	10	2.00
11	1.36	11	1.81
12	1.25	12	1.66
13	1.15	13	1.53
14	1.07	14	1.42
15	1.00	15	1.33
16	0.93	16	1.25
17	0.88	17	1.17
18	0.83	18	1.11
		19	1.05
		20	1.00
		21	0.95
		22	0.90
		23	0.86
		24	0.83

5 week schedule Number of working days in the period	Annual leave coefficient	6 week schedule Number of working days in the period	Annual leave coefficient
5	5.00		
6	4.16	6	5.00
7	3.57	7	4.28
8	3.12	8	3.75
9	2.77	9	3.33
10	2.50	10	3.00
11	2.27	11	2.72
12	2.08	12	2.50
13	1.92	13	2.30
14	1.78	14	2.14
15	1.66	15	2.00
16	1.56	16	1.87
17	1.47	17	1.76
18	1.38	18	1.66
19	1.31	19	1.57
20	1.25	20	1.50
21	1.19	21	1.42
22	1.13	22	1.36
23	1.08	23	1.30
24	1.04	24	1.25
25	1.00	25	1.20
26	0.96	26	1.15
27	0.92	27	1.11
28	0.89	28	1.07
29	0.86	29	1.03
30	0.83	30	1.00
		31	0.96
		32	0.93
		33	0.90
		34	0.88
		35	0.85
		36	0.83

7 week schedule Number of working days in the period	Annual leave coefficient	8 week schedule Number of working days in the period	Annual leave coefficient
7	5.00		
8	4.37	8	5.00
9	3.89	9	4.44
10	3.50	10	4.00
11	3.18	11	3.63
12	2.91	12	3.33
13	2.69	13	3.07
14	2.50	14	2.85
15	2.33	15	2.66
16	2.18	16	2.50
17	2.05	17	2.35
18	1.94	18	2.22
19	1.84	19	2.10
20	1.75	20	2.00
21	1.66	21	1.90
22	1.59	22	1.81
23	1.52	23	1.73
24	1.45	24	1.66
25	1.40	25	1.60
26	1.34	26	1.53
27	1.29	27	1.48
28	1.25	28	1.42
29	1.20	29	1.37
30	1.16	30	1.33
31	1.12	31	1.29
32	1.09	32	1.25
33	1.06	33	1.21
34	1.02	34	1.17
35	1.00	35	1.14
36	0.97	36	1.11
37	0.94	37	1.08
38	0.92	38	1.05
39	0.89	39	1.02
40	0.87	40	1.00
41	0.85	41	0.97
42	0.83	42	0.95
		43	0.93
		44	0.90
		45	0.88
		46	0.86
		47	0.85
		48	0.83