

**1 November 2020-31 March 2023**

# **COLLECTIVE BARGAINING AGREEMENT**

**Visita**

**The Hotel and Restaurant Workers' Union, HRF**

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# Agreement on general terms of employment

## Chapter 1 Scope of the Agreement

### 1 § General

This Agreement applies to members of HRF and member companies in Visita and regulates all work within the scope of the Agreement.

The employers agree to apply the Agreement to all employees within the scope of the Agreement.

Wage and employment terms during a training period are regulated in the training agreement and in the wage agreement.

## Chapter 2 Hiring and termination

For rules regarding termination of employment, reference is made to the Swedish Employment Protection Act (1982:80). With respect to the employment forms stated in §§ 3-4, the rules of this Agreement apply, as the case may be, in addition to the Swedish Employment Protection Act.

### 2 § Employment until further notice

#### 1. Hiring

Employment is until further notice unless otherwise agreed. Employment for a trial period that is not concluded or terminated shall turn into employment until further notice.

#### 2. Termination

*Note:*

*The Swedish Employment Protection Act provides the following regarding notice periods in case of termination by the employer or the employee.*

**With respect to employment agreements entered into on 1 January 1997 or later:**

For both employer and employee, a minimum notice period of one month applies.  
The employee has the right to a notice period of

- two months, if the aggregate employment time with the employer is at least two years but less than four years,
- three months, if the aggregate employment time is at least four years but less than six years,
- four months, if the aggregate employment time is at least six years but less than eight years,
- five months, if the aggregate employment time is at least eight years but less than ten years,
- six months if the aggregate employment time is at least ten years.

### **3 §** Employment for a trial period

#### **1. Entering into employment for a trial period**

An agreement for employment for a trial period may be applied for not more than six months. In case of absence, the employer and employee may agree in writing on an extension of the trial period corresponding to the period of absence.

#### **2. Termination of employment for a trial period**

##### ***2.1 Termination during the course of the employment for a trial period***

An employer wishing to inform an employee that an employment for a trial period shall be terminated before the end of the term shall give the employee not less than 14 days' notice.

If the employee wishes to terminate an employment for a trial period before the end of the term, the employer shall be given not less than 14 days notice.

##### ***2.2 Termination at the end of the trial period***

If the employer or the employee wants employment for a trial period to terminate at the end of the trial period without turning into employment until further notice, the employee/the employer shall be notified not less than 14 days before the end of the period.

*Note:*

*If the employee is a union member, the employer shall at the time of the notice also notify the local union to which the employee belongs.*

## 4 § Time-limited employment

### 1. Entering into time-limited employment

#### 1.1 *Time-limited employment (working hours to be scheduled)*

An agreement for time-limited employment may from 1 July 2007, under the Swedish Employment Protection Act (1982:80), "LAS", be made in the following cases:

- for general time-limited employment.
- for substitution.
- for seasonal work.

*Note:*

*Under § 25 a LAS, a part-time employee has under certain circumstances a priority right to increasing the degree of employment.*

Time-limited employment may also be entered into in case of temporary labour needs as set forth below.

#### 1.2 *Employment for individual days (Working hours that cannot be scheduled)*

##### Preconditions for the employment form

An agreement on employment for individual days may be made:

- if the working hours cannot be scheduled,
- if occasioned by the irregular nature of the work, and
- when the employer has a temporary need of labour

If after consultation and investigation by the local parties it is shown that there is a constant labour need that can be scheduled, the employer shall offer employment until further notice.

The employment form

The employment form means that:

- the employer needs to offer work only when there is need for extra labour,
- the employee may accept or reject the work offered,
- at the time of hiring, the minimum compensable working hours shall be determined,
- the minimum number of compensable working hours are three hours per day,
- In case the employer offers employees to attend a personnel meeting, the minimum number of compensable hours are one and a half hours per day. Each commenced half hour shall be paid as a full half hour.

### Priority for employment for individual days

When employment for individual days has comprised an average of at least 15 hours per week during at least a two-month period, the employer shall thereafter be obligated to offer employment for individual days to the extent available. If there is more than one person who have worked under this employment form, at the request of a local union organization or an employee, a list of priority for such employment shall be established.

### Right to other employment

When employment for individual days has comprised an average of at least 15 hours per week during a period of twelve months, the employer shall thereafter be obligated to offer other employment if the employee so requests. The share of full working time for such employment shall be based on the average number of hours worked per week during the twelve-month period. A precondition for work as set out above is that the employee has sufficient qualifications for the assignment. This paragraph does not apply to work in party halls.

### Temporary exemption regarding the right to use the employment form “Employment for individual days”.

The central parties may, in central negotiation, agree to exempt a company temporarily from the right to use the employment form employment for individual days.

The deprivation of the above right may be actualized if the central parties assess that the company consistently and severely is breaching the collective agreement’s prerequisites for the usage of the employment form.

The deprivation of the right is valid during such period of time and at such unit/units the parties agree upon.

## **2. Termination of time-limited employment**

The mutual notice period to terminate the employment before the time that was initially agreed upon shall be 14 days for both employer and employee. In case of termination by the employer, a warning (notice) shall be given to the local union organization to which the employee belongs seven days before the notice of termination to the employee.

In addition to the above, with respect to substitution that is not time-limited, the employment shall terminate when the regular employee returns to service.

### ***2.1 Trial period upon time-limited employment***

Time-limited employment may be terminated by notice by the employer or the employee. The employment will then terminate 14 days after written notice by either party to the other of its intention to terminate the employment.

The ability to terminate the employment by notice shall apply only during the first six weeks of the relevant time-limited employment.

If the employee is a union member, then the employer shall in connection with the notice also notify the local union organisation to which the employee belongs.



## 5 § Agreement on priority

In case of termination and re-employment, a local agreement on priority for rehiring may be made with HRF.

## 6 § Readjustment period in case of reorganisation

1. This provision regulates the readjustment period for an employee if an employer carries out a reorganization meaning that a position changes only in relation to the percentage of full working hours. A precondition is that the employer in such a situation has offered the employee continued employment with a lower percentage of full working hours according to Section 7 of the Employment Protection Act and that the percentage of full working hours as a consequence thereof has been reduced.
2. An employee whose percentage of full working hours is reduced according to item 1 above has the right to a readjustment period. The readjustment period is the same as the notice period for termination that would have applied if the employee instead would have been terminated at the beginning of the readjustment period. The readjustment period shall commence on the date when the employee accepts the offer.
3. During the readjustment period, unchanged salary and other employment benefits shall be paid.
4. The readjustment period means that lower percentage of full working hours shall not enter into effect until the expiration of the readjustment period.
5. In case of an offer for reassignment to another available assignment or another assignment according to the priority list, the provisions of Section 7 of the Employment Protection Act shall apply.
6. A local or individual agreement may be made for a different readjustment period. Salary and other employment benefits according to item 3 will then be in accordance with the agreed readjustment period.

### *Note*

*Under the Swedish Co-Determination Act, the employer has a duty to negotiate with a local union organisation before a decision is made regarding more significant changes to the organisation.*

## **7 §** Proof of employment

In connection with the entering into an employment agreement, the employer shall issue a proof of employment according to the appendix, or a proof of employment containing the corresponding information. If there are special reasons herefor, a proof of employment may however be issued not later than seven days after the employee commences work.

When an agreement on changes in the employment is made, e.g., in case of shorter or longer employment term, a new proof of employment shall be issued.

For a form proof of employment, see appendix 1.

## **8 §** Certificate - reference

### 1. Certificate

When the employee leaves, or so requests, the employer shall issue a certificate of employment, stating work assignments and employment term.

### 2. Reference

If the employment has comprised at least three months and the employee so requests within three months after the termination of employment, the employer shall within 14 days issue a reference. The reference shall state work assignments, employment term and a testimonial.

### 3. Employer's Certificate

The employer shall upon request issue an employer's certificate for the unemployment fund according to a predetermined form.

## Chapter 3 Working hours

### 9 § Working hours

The Swedish Working Hours Act (1982:673) shall apply with the changes and additions set forth below.

#### 1. Regular working hours per week

Regular working hours for full-time employees are 40 hours on an average per week.

For personnel who on a permanent basis work the night shift as hotel receptionists and mainly have their working hours scheduled between 00.00 midnight and 07.00 am, the regular working hours for full-time employees are 38 hours on an average per week.

The average may be calculated on periods not exceeding eight weeks, which means 320 or 304 hours, respectively. For personnel with monthly wages, the average may be calculated on a maximum of 16-week periods, which means 640 hours or 608 hours, respectively, for a full-time employee. For part-time employees, the number of hours shall be reduced in proportion to the scope of employment.

The calculation period for the average regular working hours shall be stated on the applicable schedule. If the calculation period is not stated, the calculation period shall be concurrent with the scheduling period.

#### *Notes:*

- 1. Personnel who, according to the second clause above, work the night shift for 50 % or more of their agreed working hours (full time, part time etc.) shall have the right to shortened working hours. The shortened working hours shall be placed in relation to the agreed working hours and not to the percentage allocation between day work and night work.*
- 2. Personnel who work the night shift for less than 50 % of their agreed working hours shall receive a wage supplement for inconvenient working hours (night).*

### 1.1 Annual working hours agreement

Following an agreement with HRF, a 12-month limitation period for the working hours according to an annual working hours agreement is applied, see appendix 2.

*Notes:*

- 1. If no agreement can be made pursuant to local or central negotiations, the matter may be referred to the Agreement Council of the parties for settlement.*
- 2. Appendix 2 does not apply to companies that apply this Agreement without being a member of the employers' organization.*

### 2. Aggregate working hours

*Note:*

*Under § 10 b of the Act (1982:673) on Working Hours, the aggregate working hours for each period of seven days may not exceed 48 hours on an average during a calculation period of not more than four months. In the calculation of the aggregate working hours, vacation and time when the employee would otherwise have worked shall be equated with fulfilled working hours.*

Upon local agreement with HRF, up to a six-month calculation period may be applied. The agreement shall state the manner in which compensation is to be made.

*Note:*

*Working hours include the entire time when work is carried out or the employee is at the employer's disposal at the workplace.*

### 3. Change of working hours

The employer and an employee may agree to change working hours within the scope of scheduled working hours. In connection therewith, the limitations of applicable working hour provisions shall be observed.

Overtime/deficit of hours shall be settled within the current scheduling period. Upon local negotiations with HRF, an agreement may be made for a longer settlement period.

*Note:*

*When an employee leaves his or her employment and has a deficit of hours, the ensuing wage deduction may not exceed accrued and unpaid wage benefits.*

#### 4. Weekly rest/Regular days off

*Note:*

*According to § 14 of the Act (1982:673) on Working Hours, employees shall have at least 36 hours' consecutive leave during each period of seven days (weekly rest). The seven-day period shall be determined in advance and be consistently applied. In case of a disruption, e.g., in connection with a scheduling change, the period may be changed, however in consideration of applicable rest periods (11 hours' nightly rest and 36 hours' weekly rest).*

The working hours shall normally be scheduled so that the employee receives an average of two days off per week, if possible as two consecutive 24-hour periods off.

At least every other week, the days off shall comprise Friday-Saturday, Saturday-Sunday or Sunday up to and including Monday.

If there are special reasons, the days off may however comprise Saturday-Sunday or Sunday up to and including Monday every three weeks.

*Notes:*

- 1. Upon the scheduling of two consecutive days off, when possible, the time off shall be scheduled for Saturday/Sunday.*
- 2. In companies with a need therefor, a six-day week may be applied upon agreement following local negotiations with HRF.*

#### 5. Working hours per 24-hour period

Working hours per 24-hour period may not exceed ten hours. Ten hour shifts may not occur more frequently than 3 times per 2-week period on an average.

Upon agreement with the affected employees or by agreement following local negotiations with HRF, a departure may be made from the provision above.

The space between the scheduled shifts shall be at least six hours, subject to the rules about allocation into watches, clause 6.

*Note:*

*The 24-hour periods shall be determined in advance and be consistently applied. In case of a disruption, e.g., in connection with a scheduling change, the period may be changed, however in consideration of applicable rest periods (11 hours' nightly rest and 36 hours' weekly rest).*

## 6. Allocation into watches

Working hours each day shall normally be consecutive.

With the aim to reduce the need for part-time employment, work may be divided into not more than two watches per day (so-called starting watch). A starting watch shall normally not occur more frequently than twice per week. The hiatus between watches shall be at least three hours unless an agreement for a shorter period is made.

With respect to employees with night service, working hours per 24-hour period shall be consecutive.

By agreement following local negotiations with HRF, deviations from the provision above may be made.

## 7. Nightly rest

Working hours shall be scheduled so that employees have a reasonable nightly rest, at least 11 consecutive hours per 24-hour period.

By agreement following local negotiations with HRF, deviations from the provision above may be made. The agreement shall state the manner in which compensation shall be made.

*Note:*

*The 24-hour periods shall be determined in advance and be consistently applied. In case of a disruption, e.g., in connection with a scheduling change, the period may be changed, however in consideration of applicable rest periods (11 hours' nightly rest and 36 hours' weekly rest).*

### 7.1 Temporary deviations from the nightly rest

*Note:*

*According to § 13 of the Act (1982:673) on Working Hours, deviations from the nightly rest may temporarily be made if occasioned by a special circumstance not foreseeable by the employer.*

In case of such deviations, the employee shall be granted a corresponding extended rest period, hour by hour, in relation to the break. The corresponding extended rest period shall be scheduled within seven days following the interruption of the nightly rest.

## 8. Working hours for night workers

Night is the period between 00.00 midnight and 07.00 a.m.

Note:

*According to § 13 of the Act (1982:673) on Working Hours, working hours for night workers during each period of 24 hours may not exceed eight hours on an average during a calculation period of not more than four months. In the calculation of the average, 24 hours shall be deducted from the calculation period for each commenced period of seven days. Vacation and absence due to illness during a time when the employee would have worked shall be equated with fulfilled working hours. A night worker means, according to the same legal provision, a person who carries out at least three hours of his or her work shift during the night or will likely carry out at least one third of his or her annual working hours during the night.*

Upon local agreement with HRF, up to a six-month calculation period may be applied. The agreement shall state the manner in which compensation is to be made.

## 9. Meal breaks and meal pause

A company may apply meal breaks or a meal pause.

Scheduled meal breaks are not considered working hours and may be freely disposed by the employee.

Regarding meal breaks that an employee has not been able to take, overtime compensation shall be paid.

When the working conditions at the company or a certain division so require, a meal pause may be applied. A meal pause is counted as working time and shall be scheduled as convenient.

The aggregate duration of meal breaks may on an average not exceed one hour per day. In case of gross working hours not exceeding 4.5 hours, the meal break may not exceed 30 minutes.

Employees with night service shall always have a meal pause. Night service means that the working hours have been scheduled between 00.00 midnight and 07.00 a.m.

## 10§ Working hours schedule

1. In planning of the schedules, the employer shall strive to avoid schedule changes. The employer may make schedule changes for reasons directly connected to the operations. Before fixing/changing the working hours schedule, the employer shall consult with the affected employees. Consultation shall take place not later than 14 days before the effective date, unless otherwise agreed. If there is an objection to a proposed schedule and the objection is confirmed by a notice to the employer by an authorized union representative, the employer shall request local negotiations with HRF.

Every four weeks, the employer shall present, in accordance with 10 § subsection 3, a working hours schedule that, in addition to the fixed two weeks period, includes the working hours four weeks in advance, or such longer period decided by the employer. Such schedule may be altered with 14 days' notice period in accordance with 10 § subsection 1.

Upon individual agreement or through local negotiations with HRF, deviations from paragraph two may be done. Consequently, such agreements must not be a precondition in connection with hiring.

2. If there are special reasons, a proposed schedule may be applied before the duty to negotiate under clause 1 has been fulfilled.
3. A written working hours schedule is posted, or made available at a suitable location at the workplace. An employee who so requests shall receive a printed schedule. The schedule for each employee shall state:
  - the beginning and end of work,
  - the duration and scheduling of breaks,
  - the applicable calculation period for regular working hours, and
  - the relevant 24-hour and 7-day periods that are applied.

## 11§ Overtime work

At the request of the employer, the employee is obligated to work overtime to the extent permitted by the Swedish Act on Working Hours. A notice regarding overtime work shall be given as soon as possible.

In order for overtime compensation to be paid, notice of overtime work must have been given in advance. Overtime work may also be approved in arrears, however not later than within a month after the payment of wages for the period.



## 12§

# Overtime and overtime for part-time employees as well as compensation for overtime and over time for part-time employees

## 1. Overtime and compensation for overtime work

### 1.1 *Overtime for full-time employees*

All working hours in excess of regular working hours shall be compensated with overtime compensation.

### 1.2 *Compensation for overtime work*

Overtime work shall as a main rule be compensated by an extra payment according to the following.

Overtime in conjunction with regular working hours

- a) for the first two hours with 45 % of the regular hourly wage;
- b) for excess time with 70 %.

Overtime that is not incurred in conjunction with regular working hours:

- c) 90 % of the regular hourly wage.

Compensation may be paid for overtime in the form of paid absence with

- 1.5 hour for each overtime hour according to a) and b)
- 2 hours for each overtime hour according to c)

Compensation in the form of paid absence requires an agreement between the employer and employee.

*Note:*

*Working hours that are temporarily extended by not more than 10 minutes, shall not be counted as overtime.*

*Overtime during part of a half-hour period shall be compensated as a full half hour.*

### 1.3 *Swapping work watches*

Swapping work watches does not entail a right to overtime compensation.

## 2. Overtime for part-time employees and compensation for such overtime work

### 2.1 *Overtime for part-time employees*

Overtime for part-time employees is incurred when a part-time employee works more than agreed part time, up to an average of 40 hours per week. The working hours may, on an average, be allocated to a maximum of five working days per week during the relevant calculation period.

Work in excess of overtime for part-time employees is considered regular overtime.

## 2.2 *Compensation for overtime work for part-time employees*

Overtime for part-time employees is compensated by the regular hourly wage, or may upon agreement be compensated by time off, hour by hour.

Overtime for part-time employees that entails net working hours exceeding 10 hours per day shall be compensated with overtime compensation.

## **13§** Compensation for inconvenient working hours for work during night time

### 1. Regular compensation for inconvenient working hours

For working hours scheduled for:

- Monday up to and including Friday from 8.00 p.m. until 6.00 a.m. the following day
- Saturday, Midsummer's Eve, Christmas Eve, New Year's Eve from 4.00 p.m. until 6.00 a.m. the following day
- Sunday and holiday from 6.00 a.m. until 6.00 a.m. the following day, compensation for inconvenient working hours shall be paid according to the following:

From 1 November 2020	SEK 23.53/hour
From 1 April 2022	SEK 24.09/hour

Each commenced half hour shall be compensated as a full half hour.

### 2. Compensation for inconvenient working hours for work during night time

For working hours scheduled between 01.00 a.m. and 06.00 a.m., compensation for inconvenient working hours (night compensation for inconvenient working hours) shall be paid in addition to item 1 above, as follows:

From 1 November 2020	SEK 20.73/hour
From 1 April 2022	SEK 21.23/hour

Each commenced half hour shall be compensated as a full half hour.

Compensation for inconvenient working hours during night work shall not apply to personnel that on a permanent basis work the night shift in a hotel reception and mainly have working hours between 00.00 midnight and 07.00 a.m.

# Chapter 4 Absence

## **14§** Additional days off (“red days”)

### 1. Earning of additional days off (see example under item 2)

A full-time employee (and a part-time employee working five days on an average per week) who worked, or had a regular day off or vacation, on a holiday, Midsummer’s Eve, Christmas Eve, New Year’s Eve that falls on Monday to Friday shall earn one additional day off for each such day.

A part-time employee with fewer than five working days on an average per week shall earn one additional day off only if such holiday falls on a working day.

A full-time employee (and a part-time employee working five days on an average per week) who has worked on a holiday occurring on a Saturday, shall earn one additional day off for each such day.

When the National Day (6 June) falls on a Monday up to and including Friday, this shall be handled according to the provisions above. When the National Day (6 June) falls on a Saturday or a Sunday, an employee working, shall earn an additional day off.

*Note:*

*An employee may not earn more than one day off for each additional day off.*

*Earning days off according to the above is a rule about working hour reduction.*

#### 1.1 Other agreement

Additional days off may, by local agreement following negotiations with HRF, be compensated with a working week that is two hours shorter. The employer and the part-time employee may make an agreement that additional days off shall be compensated financially.

#### 1.2 Absence on a holiday

An employee who would according to the working hour schedule have worked on such holiday and who instead receives paid absence shall not earn an additional day off.

#### 1.3 Scheduling of additional days off

Earned additional days off shall be scheduled by the employer after consultation with the employee. One such day shall however be scheduled during the Christmas holiday. Scheduling shall be notified at least one week in advance.

Unless an agreement is made for different scheduling, days that have not been taken during the calendar year shall be scheduled as vacation in the following year. A day off earned during the month of December may however be scheduled until 31 March.

### 1.4 Wage for additional days off

The scheduling of an additional day off shall not reduce the monthly wage. If upon termination of the employment, there are unpaid, accrued additional days off, the employee shall be compensated with 1/22 of the monthly wage per additional day off. When an additional day off is scheduled or compensated at the time of termination of the employment, an employee paid by the hour shall receive an amount corresponding to the average daily income, based on weekly working hours according to the proof of employment.

## 2. Qualification for additional days off

Additional days off shall be earned from the commencement of employment, but shall be paid only if the employment lasts for more than two months.

### Examples of accrual of additional days off:

	<b>Monday – Friday</b> Holiday Midsummer’s Eve Christmas Eve New Year’s Eve	<b>Saturday</b> Holiday
<b>Full-time</b> 100 % or part-time 5 days/week	Working Regular day off Vacation	Working
<b>Part-time</b> Less than 5 days/week	Working	

## 15§ Temporary leave

1. Temporary leave means a brief absence with pay for not more than one day. In case of the funeral of a close relative, a temporary leave may however also comprise the necessary (however not exceeding two) travel days.
2. Temporary leave may be granted in the following cases:
  - Own wedding
  - Own 50th birthday
  - First-time visit to a physician or dentist in case of sudden illness or accident.
  - Visit to a healthcare facility after referral by a company physician or by another physician identified by the employer.
  - The death of a close relative.
  - The funeral of a close relative, and the following interment.
  - Sudden severe illness of close relative living with the employee.
3. Included among close relatives are spouse, registered partner, children, siblings, parents, parents-in-law and grandparents, as well as the person with whom the employee is co-habiting on a permanent basis.
4. An employee who has worked for part of a day and thereafter must leave the workplace for the remainder of the working day due to a workplace injury shall receive a temporary leave for this time.
5. An application for temporary leave shall be made as much in advance as possible. The reason for the temporary leave shall be verified in advance or – if this is not possible – afterwards, if the employer so requests.

## 16§ Vacation

1. Vacation shall be granted according to law. Vacation pay and vacation compensation shall be paid in the amount of 12.72 % and in case of saved vacation, 0.5 % of the applicable calculation basis.

For employees with at least three months' consecutive employment term, vacation pay shall be paid per scheduled and paid vacation day in the minimum amount set forth below.

For employees with at least 12 months' consecutive term of employment, vacation compensation per paid vacation day shall be paid in the minimum amount set forth below:

Vacation year	1 Apr 2020 31 March 2021	1 Apr 2021 31 Mar 2022	1 Apr 2022 31 March 2023	1 Apr 2023 31 March 2024
Employee who has reached the age of 20	SEK 1,429/day	SEK 1,450/day	SEK 1.472/day	SEK 1,506/day
Employee younger than the age of 20	SEK 1,088/day	SEK 1,103/day	SEK 1,119/day	*see note

*\*Note: The amount for the period 1 April 2022 to 31 March 2024 is set by the parties in March 2021.*

For part-time employees, the amount shall be reduced in proportion to the scope of employment.

2. At a workplace where there is no authorized union representative, the employer shall consult directly with the affected employees regarding the scheduling of the main vacation.
3. Unless otherwise agreed, vacation shall be scheduled so that the employee receives a period of absence of at least four weeks during the period 15 May–15 September.
4. A vacation absence comprising at least ten vacation days shall give the right to time off both the weekend before and after the absence.
5. With respect to employees with less than five working days on an average per week, the calculation and scheduling of vacation days may be made according to the net calculation method.  
  
An employee who e.g., works three days on an average per week shall receive  $\frac{3}{5} \times 25$  the gross vacation days (normal case) = 15 net vacation days.
6. Vacation pay or vacation compensation shall be paid in addition to the agreed hourly or monthly wage for the employment period.
7. Vacation compensation earned in employment for individual days shall be paid out concurrently with wage for the employment period.
8. The employee shall before his or her main vacation receive an amount corresponding to the difference between the regular wage and the vacation wage. Regular wage means the base wage without supplements or deductions.

If the employee instead wishes to receive, before the employees main vacation, an amount corresponding to the entire vacation pay accruing on the vacation period, this shall be notified in connection with the scheduling of the vacation absence.

## Chapter 5 Meal provisions

### 17§ Meals at the workplace

1. When an employment agreement is made, there is also an agreement on meals in the workplace. However, this does not apply to employees with working hours that do not exceed four hours on an average per day.
2. Meals at the workplace normally comprise a regular meal and a coffee meal.

*Note:*

*The food should be warm, nutritious and varied.*

3. For meals, the employee shall pay the price per working day set forth below.

	1 April 2020 31 October 2020	1 November 2020 31 March 2022	1 April 2022 31 March 2023
Price for meals during working hours:	SEK 47.00/day	SEK 48.00/day	SEK 49.00/day
Price for meals during working hours and time off	SEK 2,484/month	SEK 2,559/month	SEK 2,620/month

*Note:*

*When an employee temporarily has not been granted meals at the workplace, no meal deduction shall be made.*

4. Companies that apply a higher meal price shall compensate the employees therefor, in accordance with the table in appendix 4.
5. At companies where there is no meal service or where only modest meals are supplied, or where the employee for medical or special reasons does not desire to be comprised by meals at the workplace, another agreement in writing may be made between the employer and the employee.
6. Through local negotiations with HRF, an agreement may be made for different meal arrangements at the workplace.

## Chapter 6 Rules for wage calculation

### **18§** Wages for employment during part of a wage period and deduction rules in case of absence

#### 1. Wage per day and hour

Wage per day:

$$\frac{\text{Monthly wage} \times 12}{365}$$

Hourly wage in case of full time:

$$\frac{\text{Monthly wage}}{173}$$

Hourly wage in case of full time for certain night personnel:

$$\frac{\text{Monthly wage}}{164}$$

Hourly wage in case of part time:

$$\frac{\text{Monthly wage}}{\text{average weekly working hours} \times 4,3}$$

#### 2. Wage for employment during part of the wage period

If an employee commences or ends his or her employment during a wage period, wages shall be paid for each worked hour during the period.

#### 3. Wage deduction in case of sick leave

##### 3.1 Sick leave period

Sick leave period implies the time as from the day of sickness notice until the end of the sickness period.

##### 3.2 Sick leave during qualifying period

The sickness period begins with a qualifying period. The qualifying period amounts to 20% of the employee's average weekly working hours.

During the qualifying period, a full wage reduction per hour the employee would have worked is made.

##### 3.3 Sick leave after qualifying period until sick day 14

A deduction is made with wage per hour the employee would have worked during the sick leave up until at the most 14 calendar days.



### ***3.4 Sick leave from the 15th calendar day***

If the sick leave lasts for more than 14 days, a deduction shall be made from the 15th day for each calendar day of sick leave.

## **4. Wage deduction in case of absence with temporary parental pay**

Absence means the time from the day of notice of temporary parental pay until the end of the compensation period. Upon request, the employee is obligated to show a payment notice.

A deduction shall be made by one hourly wage for each hour of absence.

## **5. Wage deduction for vacation or other absence**

Absence means the time from the first day that would have been a working day, up to and including the day before the return to service.

In case of absence for a part of the day or a whole day for a period of absence not exceeding 14 calendar days, a deduction shall be made by one hourly wage for each hour of absence.

In case of absence exceeding 14 calendar days, a daily deduction shall instead be made for each calendar day comprised by the absence.

### *Notes:*

- 1. The wage deduction may not exceed the employee's wage for the period of absence.*
- 2. In case of absence for an entire calendar month, a deduction is made of the entire monthly wage.*
- 3. Other deduction rules may be applied upon agreement following local negotiations with HRF.*

## 19§

## Sick pay

### 1. Right to sick pay

The right to sick pay is regulated in the Swedish Act (1991:1047) on sick pay, “SjLL”.

*Note*

*According to the SjLL, the right to sick pay applies from the first day of employment.*

*In case of employment for a shorter period than one month, sick pay is however not paid until after commencement of employment and 14 days' consecutive employment term. If a new employment is commenced within 14 days after the termination of the prior employment, the prior employment term shall be included in the calculation of the qualification period of 14 days.*

### 2. Notice and certificate of illness

#### 2.1 Notice of illness and return to work

In case of absence due to illness or accident, the employee shall immediately notify the employer. Furthermore, the employee shall as soon as possible notify the employer when return to work will be expected. Such notice shall be made not later than the day before the return.

#### 2.2 Certificate and doctor's certificate

A written declaration shall be given to the employer regarding the extent and cause of the illness. Sick pay shall be paid after such declaration has been given.

In case of absence due to illness that lasts for a longer period than seven days after the notice of illness, the employee is obligated, according to the SjLL, to show a doctor's certificate.

If there is a good reason, the employer may request a doctor's certificate from an earlier day, issued by a physician identified by the employer. The request may not be for past time. The doctor's certificate shall then be paid by the employer. Upon request by the employee, the employer shall motivate the reason for the request of a doctor's certificate from an earlier day in writing.

*Note:*

*The employer shall supply the declaration form.*

### 3. Reductions in the right to sick pay

Except as stated in 5 § of the SjLL, if the employee has been excepted from sick benefits or these have been reduced according to the Swedish Social Insurance Code (2010:110), the employer is not obligated to pay sick pay or has the right to reduce it to a corresponding degree.

## 4. The amount of sick pay

The amount of the sick pay is regulated by 6 § of the SjLL, with adjustments for qualification in accordance with 4.2 and 4.3.

### 4.1 Calculation period

Sick pay is calculated on the basis of the regular wage – monthly wage, hourly wage or variable wage – for the present wage period or for the preceding wage period. The calculation period is determined from the effective date of this Agreement. A change of calculation period may be made upon agreement following local negotiations with HRF.

### 4.2 Qualification period

The illness period begins with a qualifying period. During the qualifying period, no sick pay is paid out.

The qualifying period amounts to 20% of the employee's average weekly working hours.

*Note:*

- 1. The average weekly working hours implies the employee's working hours in hours for a normal week. For employees working individual days or equivalent, or irregular hours, an average over a representative period is calculated.*
- 2. In case of remission within five calendar days, the qualifying period shall continue up until 20% of the employee's weekly working hours.*
- 3. The number of qualifying periods shall be limited to ten over a period of twelve months. A qualifying period stretching over several days within the same illness period shall be counted as one (1) qualifying period.*

### 4.3 Sick pay after the qualifying period up until day 14

Sick pay shall be paid after the qualifying period up until day 14 of the illness period. During such period, sick pay is paid in accordance with the following:

**4.3.1** Sick pay is paid in the amount of 80 % of the regular monthly wage divided by the number of working hours per calendar month for each hour the employee has been absent from work after the qualifying period up until day 14, which would have been working days in each absence period due to illness. In case of hourly wages, 80% of the regular hourly wage shall be paid.

**4.3.2** For variable wage, sick pay is paid in the amount of 80 % of the average variable wage calculated on time worked, in addition to wage according to clause 4.3.1 for each hour that the employee has been absent. Sick pay is paid to an employee who would have worked inconvenient working hours by 80 % of the compensation for inconvenient working hours that the employee has lost.

### 4.4 Sick leave from day 15

From the 15<sup>th</sup> day, the deduction rules for monthly wage in 18 § shall be applied.

## 5. Illness during vacation absence and holidays

- 5.1 Notified sick leave occurring during a vacation absence shall be deemed to interrupt the vacation. Sick pay shall be calculated on the basis of the regular wage.

*Notes:*

1. *Remission within five calendar days shall be deemed to be a continuation of the same illness period with respect to qualifying day, the amount of compensation and the term of the illness period.*
2. *Sick pay shall not be calculated on the basis of overtime - or on overtime compensation for part-time employees.*

## **20§** Payment of wages etc.

1. The wages shall be calculated on a monthly basis. On a fixed day, not later than the 25<sup>th</sup> each month, wages for the preceding month shall be paid.

*Notes:*

1. *If the employer, without valid reason, fails to pay the wages on the fixed day, damages may be paid to the employee. Furthermore, the employer may be liable to pay general damages to HRF for breach of the collective bargaining agreement.*
  2. *Following local negotiations with HRF, an agreement for different calculation periods and payment days may be made.*
  3. *In case of a change of payment days, the employer shall make an agreement following local negotiations with HRF on special transition rules. The central parties have declared themselves to be prepared to contribute to an agreement being made.*
2. When the employee leaves his or her employment, the final wage shall if possible be paid not later than on the regular wage payment day. Vacation compensation shall be paid according to law.
3. The employer shall issue a written wage statement, showing in particular time period, working hours, wage and other compensation, as well as deductions.  
Example: see appendix 5.

## Chapter 7 Rules of order

### **21§** Clothing and protective gear

#### 1. Clothing

The employee shall be nicely and properly attired at work.

If the employer prescribes particular clothing, such clothing shall be made available by the employer, who shall also be responsible for laundering.

An employee who mainly works in a dining room shall maintain traditional clothing in black and white.

*Note:*

*It is incumbent on the employer to inform the employee at the time of hiring of the company's rules regarding clothing etc.*

#### 2. Protective gear

If the work so requires, the employer shall make available suitable protective gear to the extent set forth in laws and the regulations.

*Note:*

*The need for safety footwear shall be investigated by the safety organization of the company or if there is none, by the local parties.*

### **22§** Absence from work

An employee may not be absent from work without the employer's permission or without having notified the employer of an impediment thereto, which has been approved by the employer or its representative.

Rules on absence due to illness are set forth in § 19.

## **22a§** Discontinuation of employment in case of illicit absence

An employee who has been absent on leave of absence from work for 15 calendar days, without reporting the absence to the employer, shall be regarded as if the employee has chosen to terminate the employment on his or her own behalf without observing the notice period. When the employment discontinues on this basis, the employer shall notify the employee in writing. The notification shall be sent to the employee's most recently known address. A copy of the notification shall be sent to HRF.

### *Note*

*During the time of the employee's absence, the employer shall be active and try to find out the reasons for the employee's absence.*

## **23§** Notice of leave not provided for by law

The employer shall within 14 days notify the employee whether requested absence is granted or not.

## **24§** Notice board and workplace visits

The employer shall supply a notice board for personnel messages and union information.

A union representative has the right, upon consultation with the employer regarding time and place, to make workplace visits and at the request of an employee review his or her wage statement.

### *Note:*

*The activities of the safety representative are regulated by the Swedish Working Environment Act (1977:1160).*

## **25§** Compensation liability of employees

### 1. Liability in damages etc.

- 1.1. The cases in which an employee may become liable to compensate the employer for damage are regulated in the Swedish Torts Act (1972:207).
- 1.2. If the employer makes a claim for damages, the employer shall have a right to make a corresponding deduction from the wages, provided that the employee has consented thereto, or an agreement has been made following negotiations or there is a judgment stating that there is liability.

- 1.3. If payment is not received by a guest, this shall immediately be notified to the responsible supervisor. A joint investigation shall thereafter be made by the local parties.

If the investigation shows the employee to have been grossly negligent or have acted intentionally, a set-off against wages may be made if the requisite preconditions exist under the Swedish Act (1970:215) on the Set-off Right of Employers.

## 2. Breach of notice period

An employee who fails to observe the notice period shall lose accrued wage benefits corresponding to the wages for the days of the notice period that the employee has been absent; however not more than 14 days' wages.

*Note:*

*The Swedish Act (1970:215) on the Set-off Right of Employers prescribes that employers who withhold wages must without delay request information from the Swedish Enforcement Service regarding the amount that may be set off.*

## 26§ Personnel Housing

If the employer supplies housing for an employee, a lease contract with the stated rent shall be entered into between the parties.

## 27§ Insurance

The employer shall enter into and maintain insurance agreed between SAF/ Confederation of Swedish Enterprise and LO i.e.,

Group medical insurance agreement, AGS

Agreement pension SAF-LO

Security insurance upon work-related injuries, TFA

The agreement on collective group life insurance, TGL

Agreement on career readjustment insurance (Career readjustment support and severance pay for wage earners (AGB))

Insurance for parental supplement, FPT

An employee may not bring action against the employer or another employee for liability in damages for a personal injury that constitutes a work injury.

Companies comprised by this Agreement shall be charged an additional administration fee of 0.51 % of the fee basis.

## 1. General

- 1.1 Provided applicable laws and this Agreement are followed, the employer has the right to lead and allocate the work.
- 1.2 The freedom of association shall remain sanctified by both parties. The employer may hire personnel regardless of whether they are unionized or not.
- 1.3 References to provisions of law in this Agreement are intended only as clarifications. They do not give either party any right to damages or any other right except as set forth in the relevant legal provision.

This does not however include the provision set forth in § 16 that vacation shall accrue according to law.

## 2. Hotel cleaning

Before the organization of the work of the cleaning staff is fixed in general at the hotel, the employer shall consult with a person among the affected cleaning personnel appointed by HRF. If HRF has not appointed a representative, consultations shall be made directly with the cleaning personnel.

The organization of the day-to-day operations shall be determined after consultations with the cleaning staff on duty at the hotel. In such consultations, the provisions of the Working Environment Act shall in particular be taken into consideration.

The consultations may, e.g., comprise a review of the average number of cleaned rooms/beds, cleaning quality, cleaning methodology, equipment and workplace safety.

Upon agreement following local negotiations with HRF, the working terms and conditions of the hotel cleaners according to the above should be specifically regulated.

*Note:*

*Provisions regarding special rules on the working environment are contained in the regulations of the Swedish Work Environment Authority.*



## Term

1. This Agreement shall be effective from 1 November 2020 until 31 March 2023. The Agreement shall thereafter apply one year at a time unless terminated not later than two months before the agreement's last day.

The agreement was executed by Visita and HRF on 16 November 2020.

Provided that the organizations setting the mark within the industry sector have terminated the agreement, each party is entitled to at the latest on 30 September 2021 terminate the agreement to expire on 31 March 2022.

2. If either of the parties requests negotiations, suggested amendments to the Agreement shall be notified to the other party as soon as practicable before the end of the term.
3. If a request for negotiations is made and a proposed agreement is notified according to clause 2, the Agreement shall apply for the time after 31 March 2022, alternatively 31 March 2023, with a notice period of seven days.

## Other agreements in effect between the parties:

1. Agreement on Wages etc.
2. Training Agreement
3. Casino Agreement
4. Entertainment Agreement
5. Development Agreement
6. Working Environment Agreement
7. Agreement on Alcohol and Drug Testing
8. Moreover, there are special provisions in supplements concerning:
  - Security guards
  - Tourist facilities
  - Personnel restaurants
  - Waiting pay system
9. The Main Agreement SAF/LO applies with the following note:

The extension of the statute of limitations in Chapter 2 § 2 of the Main Agreement SAF/LO shall not lead to retroactive claims with respect to individual employees for a longer historical time than one year. The Association has however reserved the right to request negotiations for general damages for breach of agreement within the statute of limitations prescribed in the Main Agreement, if the issue may be deemed to be of material significance to the application of the Agreement.

Appendix 1

## Proof of employment

## Annual Working Hours Agreement

### Preamble

Companies within the agreement area of Visita and HRF are very different in size and character. The companies also have a widely disparate degree of occupancy and turnover and varying types of assignments.

The parties declare that they are positive that companies in the industry, within the scope of applicable laws and agreements, are given the opportunity to regulate issues related to working hours so that the special preconditions of each individual company may be taken into account. The parties are of the opinion that such solutions are to the benefit of both the employees and the companies. Increased productivity and flexibility contribute to increased profitability. One way to achieve this may be to create longer calculation periods. The underlying aim thereof is, among other things, to create additional full time positions and thereby reduce the need for part-time and extra employment, to extend seasonal employment and to provide the preconditions for increased continuity and quality in the operations of the companies. The parties intend for both employees and companies to find forms for development.

The parties furthermore declare that they are positive to the local parties making agreements regarding flexible working hour systems. Guidelines shall be issued by the central parties.

The main rule is that all companies associated with Visita shall upon local negotiations be able to be comprised by this Agreement.

In determining whether a working hours agreement according to this appendix should be made, the following criteria may, e.g., be taken into consideration:

- variations in degree of occupancy
- variations in opening hours over the year, days of the week and over the 24-hour period etc.
- variations in, e.g., quarterly, turnover.

### Agreement terms

1. A calculation period according to this appendix may comprise not more than 12 consecutive months and may enter into effect at a time of the parties' choosing. A settlement shall be made at the end of the calculation period. The basis for actual time worked shall include vacation, other granted absence and sick leave.

2. The local parties have the right to make a collective bargaining agreement regarding deviations from the Swedish Working Hours Act and Chapter 3, §§ 8-11 of the collective bargaining agreement.

*Note:*

*In case of an agreement to deviate from the rules of the Swedish Working Hours Act, on aggregate working hours, weekly rest, nightly rest and working hours for night shift workers, compensation leave/ other suitable compensation to be received by the employees shall be stated.*

3. Employees comprised by this Agreement have monthly wages. The monthly wages shall be calculated on the basis of average working hours.
4. The regular annual working hours in case of full-time employment are 2,080 hours (52x40). Additional days off shall be deducted from this number.
5. At least 70 % of the working hours shall be scheduled. The remaining time shall be allocated in a flexible manner after consultations. Notice regarding the scheduling of the working hours shall be made with respect to 20 % with at least 14 days' notice and with respect to the remaining 10 % with ten days' notice unless a local agreement is otherwise made.

The local parties may permit the employee and employer to make individual agreements on the scheduling of the working hours within the scope of current working hour rules. Chapter 3 § 9 clauses 4 and 7 of the collective bargaining agreement shall however be observed. An individual agreement according to this Agreement may be terminated by either party by one month's notice, whereby the local agreement on industry-adapted working hours for companies will enter into effect anew.

6. Full-time employees who work overtime at the request of the employer and part-time employees who temporarily work overtime, shall receive overtime compensation or hourly wage, respectively, at the next wage payment. Work by full-time employees in addition to regular working hours may however at the request of the employee be carried out at a regular hourly wage.
7. If supported by valid reasons, the main vacation may be scheduled for another time than 15 May until 15 September. Upon vacation or other absence, a wage deduction shall be made for employees who are paid by the month according to the average annual working hours.
8. An excess/a deficit of hours shall be accounted for in writing each month. In case of excess hours, overtime compensation shall be paid by 55 % of the regular wage, unless the parties have otherwise agreed.

If at the accounting at the end of the calculation period there is shown to be a deficit of hours, these shall be scheduled not later than the following eight-week period after the accounting, unless otherwise agreed.

9. At the termination of employment, any excess/deficit of hours shall be scheduled during the notice period or deducted/paid out in the calculation of the final wage.

In case of termination due to redundancy, any deficit of hours at the termination of employment shall however not be deducted upon the calculation of the final wage.

10. The local parties shall agree on the validity of the Agreement.

*Note:*

*In connection with the scheduling, an advance preliminary assessment of the low and high seasons during the year shall be made.*

## **Negotiation Procedure**

Each party may request local negotiations regarding adoption of a working hours agreement according to this appendix. The negotiations shall be conducted expeditiously. If the local parties are not able to agree on the preconditions for an annual working hours agreement, the parties have the right, jointly or separately, to refer the issue to the central parties. Central negotiations shall be conducted expeditiously. In case of disagreement at the central level, each party may refer the issue to the Agreement Council (Visita/HRF).

Appendix 3

## Working hours schedule

Working hours schedule								
Name	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Week 1								Total working hours/week <input type="text"/>
Week 2								<input type="text"/>
Week 3								<input type="text"/>
Week 4								<input type="text"/>
Week 5								<input type="text"/>
Week 6								<input type="text"/>
Week 7								<input type="text"/>
Week 8								

The above times include breaks.  
 The cut-off time for 24-hour periods: .....o'clock.  
 The cut-off time for 7-day periods: .....o'clock.  
 Applicable calculation period: .....

Total working hours/8 weeks or 16 weeks

Appendix 4

## Table of wage supplements when higher meal prices are paid

From 1 April 2021

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Meal price	51.00	52.00	53.00	54.00	55.00	56.00	57.00	58.00	59.00	60.00	61.00
Wage supplement SEK/day	0.00	0.50	2.00	3.50	5.00	6.50	8.00	9.50	11.00	12.50	14.00

From 1 April 2022

---

Meal price	52.00	53.00	54.00	55.00	56.00	57.00	58.00	59.00	60.00	61.00	62.00
Wage supplement SEK/day	0.00	0.50	2.00	3.50	5.00	6.50	8.00	9.50	11.00	12.50	14.00

*Note.*

*To calculate the wage supplement per month, the above daily amounts shall be multiplied by 22.*



Appendix 5

## Sample wage specification

Employer	Wage specification
Name	
Address	
Tel no	
Org.no employer	
Period	
Payment Date	
Employee number	
Bank account	
Tax table	

Wage form/Note	Date	Project	Number	At price	Amount
Hourly wage					
Monthly wage					
Meal benefit					
Prel tax table					
Tax specification					
Gross wage					
Income tax					
Meal deduction					
				Net wage	
Vacation accrual: number of paid vacation days					
Remaining vacation		Unpaid vacation		Saved vacation	
Wage this year		Tax this year			

## Agreement on guidelines for competence development

### Direction

The competitiveness of the companies within the hotel and restaurant industry is becoming increasingly dependent on qualified employees. In order for the operations to develop, it is important to have a continuous and planned competence development of the employees.

The development may to a great extent be performed directly at the workplace through a flexible and stimulating work organization, mixing theory and practice.

Continuous development of the company and its employees create preconditions for profitability and more secure employment.

### Right and responsibility

All employees have both the right of and the responsibility for continuously developing in their work. Women and men shall be given the same opportunities for competence development.

### Design in consultation

The design of the competence development is a management task. Competence development shall be based on a long-term analysis of the operations, carried out by the company after consultations with the local union organization/union representative in the company. The analysis requires the cooperation and involvement of each employee. In conjunction with the analysis, plans for competence development will be adopted, which shall be designed and continuously followed up in consideration of the competitive and other situations in the surrounding world.

The survey of the individual employee's development needs and the planning of suitable actions shall be made in consultation with the employee. Employee evaluation talks and workplace meetings are recommended as a basis for the planning of the competence development.

### Costs

The competence development that is needed in order to handle present and future work assignments in the company shall take place during paid working hours.

### Stimulate and reward

Competence development must be acknowledged, stimulated and rewarded. At the wage setting there should be a natural connection to results and competence.

## Supplement to the National Agreement

### Special provisions regarding personnel restaurants

#### Definition of personnel restaurant

A personnel restaurant is a restaurant that normally is not, or to a very limited extent, frequented by the general population.

#### Deviations from the rules of the National Agreement:

#### Supplement with respect to a working day falling between a weekend and a holiday etc. (§ 14)

If working hours are lost because of time off for a day falling between a weekend and a holiday or because of actions taken by the employer that entail limitations in the normal operations, this shall not entail a loss of income, provided that – upon consultations with the employees – the time lost is made up to a reasonable extent in connection with such day. Otherwise the wage shall be reduced by 30 %.

#### Supplement with respect to meals at the workplace (§ 17).

Normally, employees with a working day of four hours or more shall be eligible for meals at the workplace.

## Hiring contracting companies in certain cases

The parties are of the common understanding that contracting companies may be a complement to the regular operations of a company. The parties have therefore, taking into consideration the preconditions prevailing within the agreement area, made an agreement regarding rules for hiring contracting companies when there are persons with a priority right to rehiring after termination for redundancy.

### 1 § Contracting of employees in connection with priority right to rehiring

This regulation concerns contracting of employees in connection with a priority right to rehiring because of employees employed until further notice having been terminated for redundancy.

When there are former employees who have been terminated due to redundancy, and who have a priority right to rehiring, the following shall apply, counting from the day when the notice period expires for the employees with the longest notice period (the Swedish Employment Protection Act 11 § paragraph 1).

An employer intending to retain a contracting company for a time exceeding five weeks thereafter, shall initiate negotiations with the local union organisation with the aim of reaching an agreement. In the negotiations, the reasons for hiring a contracting company shall be stated. The negotiation shall clarify whether the employer's need can be satisfied by the rehiring of employees with a priority to re-employment, provided that the employees have sufficient qualifications for the work.

If the company has decided to shut down an operating unit or move all or part of the operations, no limitations shall apply on the use of contracted labour from contracting companies during the time of execution of the shut-down or moving decision. The shut-down process shall normally not exceed six months.

If the local parties cannot reach an agreement, the employer may as soon as possible request central negotiations after the conclusion of local negotiations. Central negotiations shall take place within ten days from the request. The central parties shall work towards a resolution of the negotiation issue that takes into consideration both the company's needs and the employees' legitimate interests.

In case of disagreement in the central negotiation, the employer party may, within three business days after the completion of the negotiation, refer the issue to an arbitral tribunal according to 2 § Arbitral Tribunal for Contracting.

If the employer party fails to request central negotiations or fails to refer the matter to the arbitral tribunal, contracting is not permitted or alternatively it shall be terminated within fourteen days.

If the employer party timely requests central negotiations and timely refers the matter to the arbitral tribunal, then the contracting may continue until a week after decision by the arbitral tribunal.

*Notes:*

1. *Contracting company means a contracting company according to the Act (1993:440) on private employment brokering.*
2. *Each reduction of operations is counted separately.*

## § 2 Arbitral Tribunal for Contracting

The parties agree to establish an arbitral tribunal according to the below.

The proceedings of the arbitral tribunal shall be simplified and expedient.

The tribunal shall be comprised of three members, one from the Hotel and Restaurant Workers' Union, one from Visita and a neutral chairman, appointed jointly by the parties from the ordinary judges of the Labour Court, the Svea Court of Appeals or the Swedish Supreme Court. The neutral chairman shall be remunerated in equal parts by the parties.

The arbitral tribunal shall issue its decision promptly and, as a rule, within three weeks of the request. A decision may be made also if either party has not complied with request for a written response. The arbitral tribunal may, but does not have to, conduct oral hearings before the decision is made. Oral evidence shall not as a rule be produced in an oral hearing; however this is permissible if the case notwithstanding the provision of evidence can take place expeditiously.

The arbitral tribunal shall in its decision declare whether the employer's planned or taken measure conflicts with Section 25 of the Swedish Employment Protection Act. The decision shall be minuted.

The arbitral tribunal shall as a main rule provide a written reasoning to its decision, but may also recount the reasons orally to each party.

If the tribunal has declared that the employer's action is in violation of § 25 of the Employment Protection Act, the employer may choose to

1. Discontinue the contracting within seven days after the employer has received notice of the tribunal's decision and, in case of continued labour needs, rehire according to the priority right, or
2. Pay the economic compensation determined by the tribunal to the persons whose priority right has been violated. The compensation is in lieu of the moral damage suffered by the employee and shall be paid in the amount of 1.5 times the Swedish base amount (Sw. prisbasbelopp).

Employers who follow the statement of the tribunal and the procedure above are not subject to any other legal action for violation of § 25 of the Employment Protection Act.

## Agreement on wages etc.

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# Agreement on wages etc.

## **1 §** General

At companies which during the term of the Agreement become associated with Visita and at workplaces that during the term of the Agreement are taken over by companies bound by this Agreement, the aggregate wage benefits of the employees may not be reduced on account of the entry into effect of this Agreement.

Women and men shall have the same wage for work of equal value.

## **2 §** Principles for wage setting

### Guidelines for wage setting at the company

Developments at the company level of wage policies and wage systems are intended to stimulate technical and work organizational developments, to increase the competence of the employees and develop the contents of the work, to increase the service level, quality and customer orientation and to increase the competitiveness, productivity and profitability of the company.

The employer and the employees have a joint responsibility for all employees being granted the opportunity for increased competence and development in their work.

One precondition herefor are purposeful efforts at the company in order to create starting points for both the organization of the work and the wage system that are common and known to all employees. Such efforts shall be made in cooperation between the local parties.

In connection with the local negotiations, the local parties shall survey and analyze the wage situation at the workplace. The survey and the analysis shall be carried out in a manner so as to take into consideration the integrity of the individual employee. The survey and the analysis shall also comprise the issue whether there are unjustified differences in terms of wage levels and wage developments.

### Principles for local and individual wage setting

Individual wage setting shall be used to stimulate the employees. The aim is to create a process where the results and wage development of the individual employee are tied together so that a positive connection between result, motivation and wage is achieved.

Guidelines for individual wage setting are set forth in appendix A.



### 3 § Wage forms etc.

Wages may be paid either as monthly wages or as hourly wages.

The hourly wage for full-time employees is the monthly wage divided by 173.

The hourly wage for full-time employees who permanently work the night shift in a hotel reception and mainly have their working hours scheduled between 00.00 midnight – 07.00 a.m. is the monthly wage divided by 164.

### 4 § Wage review 2020 and 2022

#### Employment agreement three months before the date of wage revision

If the employer and the employee enter into an employment agreement, it is possible to agree that the wage shall be applicable irrespective of the nearest following wage review. Such agreement implies that the employee shall not be included in the wage review. Such agreement requires the employment agreement being entered into not later than three months before the wage review and the offered wage shall exceed 8% of the applicable minimum wage for the individual by the time of employment.

*Note*

*This provision may not be applied in relation to new hires subject to youth wages for professional work.*

#### General

General raise means that all employees receive an equal raise of the wages paid.

Local raise means the raise that accrues to an individual employee in accordance with the special negotiation procedure in this Agreement.

#### Local raises

##### Alternative 1 General + kitty

	General SEK/hour	Kitty SEK/hour	General SEK/month/ full time	Kitty SEK/month/ full time
1 November 2020 31 March 2022	1.58	2.38	273	412
1 April 2022 31 March 2023	*see note	*see note	*see note	*see note

*\* Note: The amount of raise for the wage review 1 April 2022 is set by the parties in March 2021.*

## Calculation of local wage scope for individual allocation

Both parties shall strive for a functional local wage formation.

The employees at the company/workplace on that date of the review, excluding persons hired for single days, contribute to and may share the local wage scope.

A local wage scope shall be calculated at the company/workplace as follows:

	<u>1 November 2020</u>	<u>1 April 2022</u>
SEK/h	2.38	*see note

*\* Note: The amount of raise for the wage review 1 April 2022 is set by the parties in March 2021.*

The local wage scope may be used to raise wage levels to the minimum wage level. The local scope shall not be used to raise to the minimum wage level for 6 years' professional experience according to the wage ladder for youths or for raises in case of change between categories.

The local salary scope shall be calculated by adding the agreed working time (in number of worked hours per month) of all employees comprised by the wage review. This number will then be multiplied by the predetermined öre amount according to the above, and thereby the local salary scope has been calculated.

The sum of the employees' agreed working time in hours per month x the öre number = the local salary scope.

## Alternative 2 - General

### General wage raises

The employer may elect to allocate the entire salary scope set out in the tables below generally. The amount is for a full-time employee. For part-time employees, the amount shall be reduced in proportion to the number of hours worked.

During the term of the Agreement, wages shall be paid by the minimum amount set out in under minimum wages in 5 §.

Wages paid to adults and youngsters shall be generally raised according to the following.

	<u>General SEK/hour</u>	<u>General SEK/month/full time</u>
1 November 2020		
31 March 2022	3.96	685
1 April 2022	*see note	*see note
31 March 2023		

*\* Note: The amount of raise for the wage review 1 April 2022 is set by the parties in March 2021.*

## Negotiation procedure for allocation of local wage scope

Companies that so wish may allocate the entire wage scope generally. Where there is an allocation of the local wage scope, this shall be made at the workplace level.

Negotiations shall be requested not later than two weeks before the relevant wage raise date (see above) and be concluded not later than two weeks after this date.

The employer shall be obligated to request negotiations prior to the date stated above. If the employer does not request negotiations, the öre number shall be allocated generally.

A negotiation request shall be made to a union representative at the workplace or to the person appointed at the workplace by HRF among the affected personnel.

If there is no union representative and no appointed person, the employer shall make the negotiation request to the local HRF organization. HRF shall then within two weeks notify the employer whether it desires negotiations.

If no such notice is given, the employer has the right to allocate the local scope in accordance with its own proposal, which shall be sent to HRF's local organization.

In case the local parties after negotiations are unable to agree on the allocation, a local party has the right to refer the issue to central negotiations. Either party wishing to request central negotiations shall do so within 14 days after the local negotiation minutes have been checked and signed. If the central parties cannot agree, the öre number shall be allocated generally, provided that the parties have the right to submit the issue to the Agreement Council for its opinion.

The central parties jointly and separately agree to train and inform the local parties on how to conduct the local wage negotiations.

*Note:*

*For the wage increase on 1 November 2020 negotiations according to the above shall be requested not later than 4 December 2020 and shall be concluded not later than 15 January 2021.*

## 5 § Minimum wages

In the determination of minimum wages, education, professional experience and degree of difficulty have been taken into consideration.

The wages set forth below are only considered to be the lowest guaranteed minimum wages. The employer is responsible for employee wages to be at least at the minimum wage level in case of new employment and after each wage review.

### 1. Qualified professional work

Work that requires secondary school professional training or education comparable therewith or long-term practical experience of qualified professional work within the work area.

<u>Minimum wage</u>	<u>1 November 2020 31 March 2022</u>	<u>1 April 2021 31 March 2023</u>
SEK/month	23,854	* see note
SEK/hour	137.88	*see note

*Minimum wage after 6 years' professional experience:*

SEK/month	25,617	*see note
SEK/hour	148.07	*see note

*Note: The amount of raise for the wage review 1 April 2022 is set by the parties in March 2021.*

### 2. Professional work

This means work where there is no requirement of having specific prior knowledge, and introduction and training are normally carried out at the workplace.

No formal education is in and of itself a precondition to being able to handle the work assignments.

<u>Minimum wage</u>	<u>1 November 2020 31 March 2022</u>	<u>1 April 2022 31 March 2023</u>
SEK/month	22,548	*see note
SEK/hour	130.33	*see note

*Minimum wage after 6 years' professional experience:*

SEK/month	24,311	*see note
SEK/hour	140.52	*see note

*\* Note: The amount of raise for the wage review 1 April 2022 is set by the parties in March 2021.*

### 3. Youth wages for professional work (no qualified professional work)

Youth wages may be applied for not more than three years, or until the age 20 is reached.

Minimum wage starting from the month end when the employee has reached the age set forth below.

Minimum wage	1 November 2020 31 March 2022	1 April 2022 31 March 2023
<b>From the age of 19</b>		
SEK/month	18,985	*see note
SEK/hour	109.74	*see note
<b>From the age of 18</b>		
SEK/month	17,527	*see note
SEK/hour	101.31	*see note
<b>From the age of 17</b>		
SEK/month	16,798	*see note
SEK/hour	97.09	*see note
<b>Under the age of 17</b>		
SEK/month	15,358	*see note
SEK/hour	88.77	*see note

*\* Note: The amount of raise for the wage review 1 April 2022 is set by the parties in March 2021.*

*Note to 1- 3 above:*

*With respect to certain night personnel, see § 9 clause 1 para. 2, the minimum wage per hour shall be multiplied by 1.055.*

### 4. Calculation of professional experience

Professional experience is acquired through work within the hotel and restaurant industry and by corresponding work on a ship, within large-scale households or the like and through training within the hotel and restaurant industry and other education deemed to be equivalent.

A year of education corresponds to a year of professional experience.

Professional experience in wage group 2 is acquired through all work within wage group 1.

Professional experience in wage group 1 is acquired through work equivalent to the position that the employee is to take.

If work has been carried out for at least one year, one year of professional experience shall accrue to the employee also in the following cases

- a) if part-time work of at least 75 % has been carried out or
- b) when work comprising at least 1,300 hours has been carried out.

In order to count prior professional experience, an employment applicant shall show a reference or certificate of employment.

## **6 §** Training wage

A training wage may be paid only when a trainee is undergoing training prescribed by the company. When a training wage is to be paid is set forth in the Training Agreement. During training periods, the youth wage is to be applied.

## **7 §** Special agreement

For companies that apply this Agreement as an affiliate agreement without being associated with Visita or having made a different agreement with HRF, the total wage scope shall be allocated generally and the minimum wages shall be increased by the same amounts.

## Guidelines for individual wage setting

The guidelines are intended to stimulate the companies to use the availability of individual allocation, and to provide a reference in these efforts. The advantage of individual wage setting is that it stimulates the employees, since each and everyone are assessed according to his or her own ability and efforts. In order for the individual wage setting to have this effect, it is important the criteria of the company for wage setting are made known to the employees. One aid in this may be to adopt a policy for the guiding principles of the wage setting, i.e., the criteria that are important to the assessment. In order for the wage setting to work well in the individual company it is however important that the wage policy be adapted to the individual company.

### Establishing the wage policy in the company

In order for the individual wage setting to have the positive effects described above, it is important that it is well established at the workplace.

The establishment of the wage policy is most conveniently made at workplace meetings and in evaluation talks with the individual employees.

By discussing the criteria for the wage policy in evaluation talks with individual employees, the employer will obtain a direct connection to the employees' need for and desires regarding continuing education or other competence development.

A survey will be made of the employee's knowledge and of the needs of the company.

One part of the establishment may be to cooperate with the local union organization or the employees in the design of the wage policy. If the employer's opinion in the individual wage setting is not accepted by the local union organization, negotiations may be requested according to the rules of the Agreement.

Individual talks should be a natural part of the wage allocation process. It is important that it is clear who will represent the employer in the individual talks and that this person has the requisite skills to carry out such talks. It is incumbent on the employer to inform the employees of the results of the wage allocation. If needed, the results should also be justified to an individual employee.

The wage criteria according to which the employees are assessed shall be clear and adapted to the requirements of the operations. The wage criteria shall form the base of the wage raises that are resolved at the time of the wage review. The best result for increased commitment and for promotion of the development of the employees will be achieved if the criteria are determined at the individual workplace. In connection with the development of local guidelines, the following questions may be of help:

What should characterize us in order for us to be successful? How will we achieve increased profitability? What demands does this place on the employees?

Examples of suitable criteria:

1. Personal
2. Professional
3. Responsibility
4. Development

### ***1. Personal***

This criterion is intended to be able to assess individual-related factors that add value to the company. Examples: ability of personal efficiency, versatility and flexibility, ability to take responsibility for the operations, ability to form a comprehensive view, imagination, initiative, pedagogical abilities, cooperativeness and ability to inspire others.

### ***2. Professional***

This criterion is intended to measure knowledge, skills and experience directly related to the professional role. Examples: good knowledge of the industry, language abilities, pedagogical abilities, carefulness and service spirit. Does the employee make use of his or her knowledge, skills and experience in order to improve the conditions for the operations? Does the employee share his or her knowledge and experience?

### ***3. Responsibility***

This criterion is intended to measure the responsibility that forms a part of the position. Factors such as the degree of difficulty of the work assignments and the ensuing responsibility may be taken into consideration. Does the employee assume responsibility for the work assignments received and for decisions made? Examples of responsibility within the position are purchasing, ordering, quality control, on-call duty and supervision. The criterion is also intended to measure responsibility that normally is not a part of the position but which is limited to the employee's own efforts. This may, e.g., include taking responsibility for a specific area of work or a work assignment such as safety and working environment.

### ***4. Development***

This criterion is intended to measure the individual's development of his or her knowledge and skills that are relevant to the operations. Examples: that the individual develops his or her skills through training or practice.



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