Checklist employment contract

Parties
Complete information about the employer and the employee, including organizational number, personal number, etc.

Date of commencement
The actual date when the employment is initiated.

Placement
Where (city, and office, if applicable) your employment is located.

Function
Information about your title, and at least a brief description of your responsibility and tasks. We recommend that you regularly discuss, and plan for your professional development.

Work hours
The normal amount of work hours are 40 h/week.

Type of employment
The normal form of employment is called permanent employment (with, or without a probation period on up to 6 months), but there are also fixed-term contracts.

Termination of the contract: Notice period, both for the employee and the employer should be included.

The notice period for the employee should never exceed the notice period for the employer.

Collective agreement
Does the company have a collective agreement, and if yes, which one. If the company has signed a collective agreement, most of the below stated issues are at least in some way included in that agreement. If the company has not signed a collective agreement, it is extremely important that you try and include as much as possible in the contract.

Salary
The level, the proportion of base salary, and performance related salary, possible bonus, when the salary is payed (and what happens when the payment date is a bank holiday, and also which year’s salary level that is applicable, when the salary is revised (and how). Check statistics, etc.

Overtime compensation
If you are not entitled to overtime compensation, you should be compensated with 3-5 days extra vacation (at least) and/or a higher salary.

Traveling compensation
Description if you are entitled to compensation for time traveling (outside regular working hours). Information about what is valid when the employee makes use of his own car, (usually compensated
with 18.50 SEK/10 km, tax free). Allowance during travels, and information about which costs that are covered by the company. The rules from the National Tax Board sets a framework for many of these details.

Vacation
According to the Holiday Act, you are entitled to at least 25 vacation days annually. The vacation year is usually running from the 1st of April until the 31st of March, while the same dates the preceding year constitutes the base of paid vacation days. You have always the right to abstain from making use of unpaid vacation days. You can in most cases save up to a certain number of vacation days. If your employment is terminated, you are entitled to get all vacation days that you were not able of making use of in holiday pay. In many occasions, if you are not entitled to maximum paid vacation the first year of employment, you can get paid vacation in advance.

Pension and insurances
Information about which pension plan there are, according to the collective agreement: ITP 1 (or ITP 2), or other (for a company without collective agreement). Please be aware of that the administrative fees are much lower for the collectively agreed pension plans. You can further deal about having a TGL (group life insurance), and a TFA (work injury insurance) and occupational travel insurance, unless the company has a collective agreement.

Leave
Information about conditions associated to parental leave, sick leave, and other types of leave.

Other benefits
- lunch coupons
- car benefit
- local travelling cards
- magazines
- shares, options

Clauses
Competetion, and/or confidentiality clauses; what should be avoided, and what constitutes reasonable elements of such clauses. A competition clause should never last for more than 2 years, and preferably not for a longer period than 6 months. If there should be such a clause, there should be a specification of competitors, clients, and so forth, so the employee knows at every stage where he/she cannot take an employment, or do business with. The contract should further state the level of financial compensation due to not being able of taking an employment at certain companies, for a specified time period.

Dispute
We recommend that disputes are handled via arbitration only for higher level positions. Otherwise a dispute should be handled via negotiations, and in the end, if a settlement cannot be reached, by a Swedish court
Signatures
Signed by both parties, and information about the number of exact copies that exist, and of which each party should have one. We provide templates of employment contracts.

CEO
We also have templates regarding CEO contracts, containing all relevant aspects of such a contract.

A negotiator will always go through advanced CEO contracts with you, if you wish.

Never hesitate to call, or e-mail us, via the below mentioned contact details if you want to go through your employment contract with us.

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