

**Agreement for Salaried Employees  
in  
Staffing Agencies**

1 May 2012

-

30 April 2013

The Swedish Association of Staffing Agencies

Union

The Swedish University Graduate Unions

The Swedish Association of Graduate Engineers is the contact representative for the Swedish University Graduate Unions and the Swedish University Graduate Unions comprise: The Union for Professionals; The Swedish Association of Graduates in Business Administration and Economics; The DIK Association; The Swedish Association of Occupational Therapists; The Swedish Association of Registered Physiotherapists; The Swedish Union of Graduates of Law, Business Administration and Economics, Computer and Systems Science, Personnel Management and Social Science; The Church's Graduate Association; The Swedish Association of Scientists; The Swedish Association of Pharmacists; The Swedish Association of Graduate Engineers; The Swedish Association of Psychologists; The Swedish Association of School Principals and Directors of Education; The Swedish Association of University Teachers; and The Swedish Veterinary Association.

**List**  
of Separate Agreements  
not Included in the Printed Agreement

- The Work Environment Agreement
- The Industrial Supplementary Pensions Scheme - the ITP Agreement
- The Agreement on Collective Group Life Insurance (TGL)
- The Agreement on Readjustment Contracts and Supplementary Services
- Security Insurance Upon Work-Related Injuries (TFA)
- Development Agreement

[The original Swedish wording of the terms of the agreement shall prevail in case of dispute.]

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## **§ 1 Scope of the Agreement**

### **1.1 Scope**

This agreement applies to staffing companies associated with The Swedish Staffing Agencies. The Agreement shall be applied with respect to stationary salaried employees, contract employees and outplaced salaried employees.

Stationary salaried employees, contract employees and outplaced salaried employees form separate groups for determining orders of priority.

#### **1.1.1 Stationary salaried employee**

Stationary means a salaried employee working in the company's own administration.

#### **1.1.2 Contract salaried employee**

A salaried employee hired on a contract basis is an employee with a fixed place of work at a client company.

#### **1.1.3 Outplaced salaried employee**

By outplaced salaried employee is meant a salaried employee hired to carry out work at client companies and whose workplace, working hours and tasks may consequently vary within an agreed area of service.

*Note:*

*Certain rules in the agreement apply only to outplaced salaried employees. When this is the case it has been specifically indicated.*

*Outplaced salaried employees may temporarily work on the company's contract assignments. After 12 months' uninterrupted time on the same contract assignment, an outplaced salaried employee shall be offered employment on the contract assignment.*

### **1.2 Application**

A written request by either party is required for the agreement to enter into effect at a company. The agreement will thereafter enter into effect from the first day of the following month, unless otherwise agreed in each individual case. The agreement shall apply between the parties stated in the request.

If a company is already bound by another collective agreement for salaried employees, that agreement applies until the end of its term unless otherwise agreed.

### **1.3 Exception**

The agreement does not apply to salaried employees in top management positions.

### **1.4 Reached Retirement Age**

Regarding salaried employees who have reached the regular retirement age that applies to them according to the ITP plan, the employer and the salaried employee may agree that other terms of employment shall apply than those in this agreement.

The same applies to those who are hired after having reached the regular retirement age that applies at the company.

### **1.5 Service Abroad**

In the event of service abroad, the employment terms during the stay abroad shall be regulated through

- agreement between the employer and the salaried employee or
- by special rules for service abroad or the like at the company.

In addition, the "Agreement Concerning Social Security for Salaried Employees Serving Abroad " applies to those salaried employees covered by it.

### **1.6 Management - Union Membership**

If the employer so requests, salaried employees in top management positions are entitled to refrain from membership of a union that is party to this agreement. The same also applies to a senior manager's secretary and, at large companies, to the HR manager and his/her secretary.

## **§ 2 Employment**

### **2.1 Employment until Further Notice**

Employment is until further notice unless the salaried employee and the employer have agreed that it will be time-limited or for a probationary period.

## **2.2 Terms for Fixed-term Employment**

The employer and a salaried employee may agree on fixed-term employment

- for a certain time, a certain season or certain work if the special nature of the work occasions such employment
- upon substitution to replace a salaried employee during his/her absence because of holiday, illness, education or parental leave etc
- upon substitution to fill a vacant position for not more than six months, unless the employer and the local salaried employee union representative agree otherwise
- to relieve a temporary peak workload
- for students and in connection with a traineeship
- for salaried employees who have reached the regular retirement age according to the ITP plan.
- for a certain period when extra labour is required. This type of employment may be used for outplaced employees, in case of short-term demand for labour and/or when the task is of such nature that it requires particular expertise. The labour demand may be periodically recurrent with the same employer. However, this type of employment may not be used to cover a continuous demand for labour.

*Applies only to outplaced salaried employees.*

*Notes:*

*Salaried employees employed until further notice who do not have an assignment, shall primarily be offered the opportunity to perform the work requiring fixed-term employment. This assumes that the employee in question has sufficient qualifications for the assignment and that the employer's labour requirements are best satisfied in this manner.*

### **2.2.1 Notice Period in Connection with Fixed-term Employment**

Fixed-term employment may be brought to an end prior to the time intended at the time the employment was entered into by the employer or salaried employee giving written notice. Such employment ceases one month after either party has given written notice to the other party. Such

notice may not be given on the part of the employer after six months have elapsed since the employment was taken up.

### **2.2.2 Termination of Right to Fixed-term Employment in Certain Cases**

The local union organisation has the right to terminate the right of an employer to continue to use fixed-term employment when extra labour is required, if such employment has been used in violation of the rules in 2.2. The notice period is three months. In order for the employer to retain the right to hire on this basis, the employer shall promptly request that negotiations be held during the notice period. The union parties may extend the notice period to enable such negotiations to be held. If such a termination enters into effect in accordance with the above, the matter shall at the request of a party, be reviewed after three months.

### **2.3 Probationary Employment**

An agreement on probationary employment may be reached when it is the intention that after the probationary period the employment will be converted into employment until further notice. The agreement may have a term of no more than six months.

If the salaried employee has been absent during the probationary period, the employment may, subject to agreement, be extended for a corresponding period of time.

#### **2.3.1 Termination of Probationary Employment**

Probationary employment may be terminated before the end of the probationary period by the employer or the salaried employee giving at least one month's written notice.

If the employer or the salaried employee does not wish the employment to continue after the expiry of the probationary period, written notice to this effect shall be given no less than two weeks before the end of the probationary period.

If the probationary employment is not converted into employment until further notice, the employer shall provide a reason for his/her decision should the salaried employee so request.

## **2.4 Information regarding Probationary Employment and Hiring in Connection with Peak Workloads**

Before the employer and the salaried employee reach an agreement on probationary employment or employment to relieve a temporary peak workload, the employer should notify the relevant salaried employees' union, if it is practicable. However, the information shall always be provided no later than one week after an employment agreement is reached.

If so requested, the employer shall consult the union representative.

## **2.5 Priority Right in Connection with Fixed-term Employment**

Prior rights to new employment shall not apply to any fixed-term employment that is expected to last for no longer than one month.

*Notes:*

*For employees who up until 1 May 2012 have given notice of prior rights, the former agreement wording providing for duration for no longer than 14 calendar days shall apply.*

# **§ 3 General Directions**

## **3.1 Loyalty**

The relationship between employer and salaried employee is based on mutual loyalty and trust. The salaried employee shall observe discretion regarding the affairs of both the employer and the client company, such as pricing, computer systems, market research, operating conditions and the like.

## **3.2 Competing Activities**

A salaried employee shall not work or directly or indirectly engage in business for a company that competes with the employer. Furthermore, the salaried employee shall not undertake any assignments or engage in any activities that may have a detrimental influence his regular work. A salaried employee who intends to accept an assignment, spare time activity of a more extensive character, or to engage in activities that may compete with the client company shall therefore first consult the employer.

### **3.3 Positions of Trust**

A salaried employee is entitled to accept state, municipal and union positions of trust.

## **§ 4 Overtime Compensation**

The scope and scheduling of regular working hours as well as of overtime and extra hours are regulated in the Working Hours Agreement, Appendix 1.

### **4.1 Right to Overtime Compensation**

Overtime work giving the right to overtime compensation means work that is performed outside the regular daily working hours that apply to the salaried employee if the overtime work

- has been requested in advance or
- has been approved afterwards by the employer.

The rules at the client company regarding the scheduling of working hours and times when overtime compensation shall be paid apply to outplaced salaried employees.

If there are no agreed rules on overtime and overtime compensation at the client company, the rules in this agreement on overtime and overtime compensation shall apply.

*Applies only to outplaced salaried employees.*

Regarding part-time work, see 4.4.

Salaried employees have a right to overtime compensation in accordance with 4.3 unless otherwise agreed in accordance with 4.5.

#### **4.1.2 Preparatory and Finishing Work**

The time required to carry out necessary preparatory and finishing work that normally forms a part of the salaried employee's work, is not considered overtime work.

## **4.2 Calculation of Overtime**

If the overtime work has been performed before as well as after the regular working hours on a certain day, the overtime periods shall be added together. Only full half hours are included in the calculation.

### **4.2.1 Overtime Work not in Connection with Regular Working Hours**

If a salaried employee performs overtime work at times not immediately following regular working hours, overtime compensation shall be paid for at least three hours' overtime work. This does not however apply if only a meal break separates the overtime work from the regular working hours.

### **4.2.2 Overtime Work Upon Shortened Regular Daily Working Hours, for certain parts of the year**

At companies with shortened daily working hours during a certain part of the year, without a corresponding lengthening during any other part of the year, the following shall apply to the calculation of overtime work during the shorter working hours.

Overtime work giving the right to overtime compensation means work that is performed outside the regular working hours that apply during the rest of the year.

## **4.3 Overtime Compensation**

### **4.3.1 Money — Time Off**

Overtime work is compensated for either in money (overtime compensation) or time off (leave in lieu). Leave in lieu is granted if the salaried employee so desires and the employer after consultation with the salaried employee finds that this is possible without disturbing the company's operations.

In the consultation, the employer shall, as far as possible, take into consideration the salaried employee's wishes regarding when leave in lieu shall be taken.

### **4.3.2 Amount of Compensation**

Overtime compensation per hour shall be paid as follows:

Overtime work 6 a.m.-8 p.m. Mondays - Fridays that are not holidays:

monthly salary

94

Or, according to agreement, leave in lieu of 1 1/2 hours for each overtime hour.

Overtime work at other times

monthly salary

72

Or, according to agreement, leave in lieu of 2 hours for each overtime hour.

By monthly salary is meant the relevant fixed monthly salary in cash.

For an outplaced salaried employee with 150 hours guaranteed time per month, the monthly salary shall be multiplied by 1.11. For salaried employees with 133 hours guaranteed time per month, the monthly salary shall be multiplied by 1.26. For a salaried employee whose salary is calculated by the hour, the hourly salary shall be multiplied by 167. *Applies only to outplaced salaried employees.*

Overtime work on working days when the salaried employee does not have to work is equivalent to overtime work at other times. The same applies to overtime work on Midsummer's Eve, Christmas Eve and New Year's Eve.

#### **4.4 Additional Hours in Connection with Part-Time**

For an outplaced salaried employee with salary in accordance with § 12.2, hours worked over and above the hours stated in § 12.2.1 or § 12.2.2 (133 and 150, respectively) shall not be regarded as extra work in accordance with the rules in this clause. Hours worked over and above regular full-time working hours according to 4.1 shall however constitute overtime and shall be compensated in accordance with the above.

*Notes:*

*Outplaced salaried employees with part-time employment shall be credited with extra hours up to the time stated in § 12.2.1 or § 12.2.2. Performance-related pay shall be paid for any additional hours that does not constitute overtime.*

#### **4.4.1 Compensation for Extra Hours**

If a part-time employee has worked hours over and above the regular daily working hours that apply to the part-time employment, compensation shall be paid per additional hour as follows:

$$\frac{\text{monthly salary}}{3.5 \times \text{weekly working hours}}$$

By monthly salary is meant the relevant fixed monthly salary in cash. By weekly working hours is meant the part-time employee's working hours per normal working week, calculated as an average per month.

#### **4.4.2 Calculation of Extra Hours**

If the extra hours have been worked before as well as after the regular working hours that apply to the part-time employment, the two time periods shall be added together. Only full half hours are included in the calculation.

#### **4.4.3 Overtime Compensation for Extra Hours**

A part-time employee is entitled to overtime compensation if the extra hours are worked before or after the times that apply to the regular daily working hours for a full-time employee in the corresponding position at the company.

Upon calculation of compensation in accordance with 4.3.2, the salary shall be adjusted to correspond to a full-time salary.

#### **4.5 Agreements with Certain Salaried Employees**

The employer and the salaried employee may agree that compensation shall be provided for overtime work by allowing the salaried employee instead to receive a higher salary and/or more holiday days in addition to the statutory holiday.

Such an agreement may only be reached with salaried employees in management positions and salaried employees whose working hours are difficult to verify or who are free to schedule their own working hours. Otherwise, there must be special reasons for such an agreement.

**4.5.1 Written Agreement. Term**

An agreement according to 4.5 shall be in writing. It shall apply until further notice and may be revised at the time of the next salary review. The agreement should make it clear how the salaried employee shall be compensated for overtime work.

A party wishing to terminate the agreement, shall notify the other party no later than two months in advance.

The employer shall inform the relevant salaried employees’ union when an agreement has been reached.

**4.6 Travel Costs in Connection with Overtime Work**

If the salaried employee reports for overtime work at times not immediately following regular working hours and thereby incurs travel costs, the employer shall reimburse these costs. This also applies if an agreement has been reached in accordance with 4.5.

**§ 5 Staggered Working Hours**

**5.1 Staggered Working Hours**

By staggered working hours is meant the part of the salaried employee’s regular working hours that is scheduled on the days and between the times set forth in 5.2.

**5.2 Compensation for Staggered Working Hours**

Staggered working hours shall be compensated for per hour as follows:

Monday-Friday from 6 p.m. to 12 midnight	<u>monthly salary</u> 600
Monday-Friday from 12 midnight to 7 a.m.	<u>monthly salary</u> 400
Saturday-Sunday (all day) and from 7 a.m. on Epiphany, 1 May, National Day, Ascension Day and All Saints’ Day	<u>monthly salary</u> 300

to 12 midnight before the first business day after the relevant holiday

from 6 p.m. on Maundy Thursday and from 7 a.m. on Whitsun Eve, monthly salary Midsummer’s Eve and Christmas Eve to 12 midnight before the first business day after the relevant holiday. 150

Compensation for staggered working hours and overtime compensation cannot be paid at the same time.

By monthly salary is meant the current fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

For outplaced salaried employees with 150 hours guaranteed time per month, the monthly salary shall be multiplied by 1.11. For salaried employees with 133 hours guaranteed time per month, the monthly salary shall be multiplied by 1.26. For salaried employees whose salary is calculated by the hour, the hourly salary shall be multiplied by 167. *Applies only to outplaced salaried employees.*

**5.3 Local Agreement**

The local parties may reach an agreement on other compensation for staggered working hours, should there be special reasons.

**5.4 Individual Agreement**

The employer and an individual salaried employee may reach an agreement that the rules on compensation according to the above shall not apply, and that the salaried employee instead shall receive reasonable compensation in another manner. Such an agreement shall be in writing.

The terms shall apply until further notice and may be revised at the time of the following salary review.

A party wishing to terminate the condition, shall notify the other party no later than two months in advance.

**5.5 When the Salaried Employee has previously Received Other Compensation**

If a salaried employee, has been compensated for work during staggered working hours by means of salary or any other means and has therefore not received any special compensation, the condition shall not be changed by this agreement entering into effect.

**§ 6 On-Call Time**

**6.1 On-Call Time**

By on-call time is meant time when the salaried employee has no obligation to work but is required to be at the employer’s disposal at the workplace in order to work when the need arises.

**6.2 Schedule**

On-call time shall be allotted so that it does not unreasonably burden any individual employee.

Schedules for on-call time should be drawn up in good time.

**6.3 Compensation for On-Call Time**

On-call time is compensated for  
per on-call hour by monthly salary  
600

The following shall however apply:  
from Friday 6 p.m. to Saturday 7 a.m. monthly salary  
400

from Saturday 7 a.m. to Sunday 12 midnight monthly salary  
300

from 6 p.m. the day before to 7 a.m. on monthly salary  
Epiphany, 1 May, Ascension Day, National Day and All Saints’ Day 400

from 7 a.m. on Epiphany, 1 May, monthly salary  
Ascension Day, National Day and 300  
All Saints’ Day to 12 midnight before the  
first business day after each holiday

from 6 p.m. on Maundy Thursday and from 7 a.m. on Whitsun Eve, Midsummer's Eve and Christmas Eve and New Year's Eve to 12 midnight before the first business day after each holiday.

<u>monthly salary</u>
150

On-call compensation is paid per working period for a minimum of 8 hours, in relevant cases reduced by the time for which the salaried employee has received overtime compensation.

By monthly salary is meant the applicable fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

For outplaced salaried employees with 150 hours guaranteed time per month, the monthly salary shall be multiplied by 1.11. For salaried employees with 133 hours guaranteed time per month, the monthly salary shall be multiplied by 1.26. For salaried employees whose salary is calculated by the hour, the hourly salary shall be multiplied by 167. *Applies only to outplaced salaried employees.*

#### **6.4 Local Agreement**

The local parties may reach an agreement on another solution if there are special reasons therefor.

#### **6.5 Individual Agreement**

The employer and an individual salaried employee may reach an agreement that the rules on compensation according to the above shall not apply, and that the salaried employee instead shall receive reasonable compensation in another manner. Such an agreement shall be in writing.

The agreement shall apply until further notice and may be revised at the time of the following salary review.

A party wishing to terminate the agreement, shall notify the other party no later than two months in advance.

**§ 7 Emergency Service**

**7.1 Emergency Service**

- I By emergency service I is meant time when the salaried employee has no obligation to work but is required to remain at the employer’s disposal by being available in order to be able to work immediately when the need arises.
- II By emergency service II is meant time when the salaried employee has no obligation to work but is required to be available in order to be able to work within a prescribed time after notice to work at the place of work or elsewhere.

*Note:  
Emergency service does not refer to time when an outplaced salaried employee is not on assignment but is available for notice of a new assignment.*

**7.2 Schedule**

Emergency service shall be allotted so that it does not unreasonably burden any individual employee.

Schedules for emergency service should be drawn up in good time.

**7.3 Compensation for Emergency Service**

	<b>Emergency service I</b>	<b>Emergency service II</b>
Emergency service is compensated for per hour of emergency service by	<u>monthly salary</u> 1 000	<u>monthly salary</u> 1 400
However, the following shall apply:		
Friday-Sunday from Friday 6 p.m. to Saturday 7 a.m.	<u>monthly salary</u> 700	<u>monthly salary</u> 1 000
from Saturday 7 a.m. to Sunday 12 midnight and National Day	<u>monthly salary</u> 500	<u>monthly salary</u> 700
from 6 p.m. the day before to 7 a.m. on Epiphany, 1 May, Ascension	<u>monthly salary</u> 700	<u>monthly salary</u> 1 000

## Day and All Saints' Day

from 7 a.m. on Epiphany, 1 May, Ascension Day and All Saints' Day to 12 midnight before the first business day after each holiday.	<u>monthly salary</u> 500	<u>monthly salary</u> 700
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from 6 p.m. on Maundy Thursday and New Years' Eve and from 7 a.m. on Whitsun Eve, Midsummer's Eve and Christmas Eve to 12 midnight before the first business day after each holiday.	<u>monthly salary</u> 250	<u>monthly salary</u> 350
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Emergency service compensation is paid per working period for not less than 4 hours, in applicable cases reduced by the time for which the salaried employee has received overtime compensation.

When required to attend for work, the salaried employee shall be paid overtime compensation for time worked, subject to a minimum of one hour on **Emergency service I** and for a minimum of two hours on **Emergency service II**. Compensation shall be paid for travel costs in connection with such attendance.

By monthly salary is meant the relevant fixed monthly salary in cash.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary.

For outplaced salaried employees with 150 hours guaranteed time per month, the monthly salary shall be multiplied by 1.11. For salaried employees with 133 hours guaranteed time per month, the monthly salary shall be multiplied by 1.26. For salaried employees whose salary is calculated by the hour, the hourly salary shall be multiplied by 167.  
*Applies only to outplaced salaried employees.*

### **7.4 Local Agreement**

The local parties may reach an agreement on another solution if there are special reasons therefor.

## **7.5 Individual Agreement**

The employer and an individual salaried employee may reach an agreement that the rules on compensation according to the above shall not apply, and that the salaried employee instead shall receive reasonable compensation in another manner. Such an agreement shall be in writing.

The agreement shall apply until further notice and may be revised at the time of the following salary review.

A party wishing to terminate the agreement, shall notify the other party no later than two months in advance.

## **§ 8 Travel Time Compensation**

### **8.1 The Right to Travel Time Compensation**

Salaried employees are entitled to travel time compensation in accordance with 8.3 with the following exceptions:

- 1 An employer and a salaried employee who have reached an agreement on compensation for overtime in accordance with 4.5, may agree that the provisions for travel time compensation shall not apply.
- 2 The employer and salaried employees may reach an agreement that compensation for travel time shall be paid in another form, e.g., that the existence of travel time is taken into consideration when the salary is determined.
- 3 Salaried employees whose work normally entails a significant amount of travel are entitled to travel time compensation only if the employer and the salaried employee have reached an agreement on this.

### **8.2 Travel Time**

Travel time is the time during a required business trip taken to travel to the destination.

For outplaced salaried employees, travel to and from a client assignment that is located within the service area of the salaried employee, shall not constitute travel time according to this paragraph.

For salaried employees with contract assignments, travel to and from a client company located at the salaried employee's fixed place of service, shall not constitute travel time according to this paragraph.

Only travel time before and after the salaried employees regular working hours shall be included in the calculation of travel time that entitled the employee to compensation.

If the travel time occurs both before and after regular working hours on any one day, the time periods shall be added together. Only full half hours shall be included in the calculation.

If the employer has paid for a sleeping berth on a train or a boat during the trip or for part thereof, the time between 10 p.m. and 8 a.m. shall not be included in the calculation.

Normal time when the salaried employee himself drives an automobile or other vehicle during business travel is also included in travel time, regardless of whether the vehicle belongs to the employer or not.

The trip shall be deemed to have commenced and concluded according to the regulations that apply to the calculation of *per diem* allowances or the corresponding at the relevant company.

**8.3 Travel Time Compensation**

- 1) Travel time compensation per hour

$$\frac{\text{monthly salary}}{240}$$

Travel time compensation according to the divisor 240 is paid for a maximum of six hours per calendar day.

- 2) If the travel took place during the time Friday 6 p.m. - Monday 6 a.m.

$$\frac{\text{monthly salary}}{190}$$

- 3) If the travel took place during the time between 6 p.m. on the day before a non-working holiday eve or holiday and 6 a.m. on the day after the holiday

$$\frac{\text{monthly salary}}{190}$$

By monthly salary is meant the relevant fixed monthly salary in cash.

For salaried employees whose salary is calculated by the hour, the hourly salary shall be multiplied by 167.

For part-time employees, the salary shall be adjusted to correspond to a full-time salary. For outplaced salaried employees with 150 hours guaranteed time per month, the monthly salary shall be multiplied by 1.11. For salaried employees with 133 hours guaranteed time per month, the monthly salary shall be multiplied by 1.26. For salaried employees whose salary is calculated by the hour, the hourly salary shall be multiplied by 167.

*Applies only to outplaced salaried employees.*

## **§ 9 Holiday**

### **9.1 General Terms**

Holiday shall be granted according to law, with the additions and exceptions set out below.

### **9.2 Accrual Year and Holiday Year**

The accrual year is counted from 1 April up to and including 31 March the following year.

The holiday year is the 12-month period following thereafter.

The employer may reach an agreement with an individual salaried employee or with the local branch of the salaried employee union that the accrual year and/or the holiday year shall be staggered or be entirely concurrent.

When the accrual year and the holiday year are concurrent holiday pay received shall be regarded as an on account payment, and deducted from both holiday compensation and pay. Employees who have received more paid days of holiday than they have accrued shall repay the excess amount of holiday pay/supplement. The corresponding pay adjustment shall be made if the level of employment changes during the holiday year.

No pay deduction shall be made when the employment ceases if this is a result of:

1. employee's sickness or
2. the employee leaving his employment under the circumstances referred to in §4 third para sentence 1 in the Employment Protection Act or
3. dismissal by the employer owing to circumstances that are not attributable to the employee personally.

### **9.3 Length of Holiday**

#### **9.3.1 Number of Holiday Days**

- 25 holiday days according to the Swedish Holiday Act
- more holiday days according to local or individual agreement.

By holiday days is meant both paid and unpaid holiday days.

#### **9.3.2 Number of Paid Holiday Days**

The number of accrued holiday days with salary shall be calculated in the following manner:

$$A \times \frac{B}{C} = D$$

- A** = number of agreed holiday days (according to 9.3.1)
- B** = number of employment days during the accrual year, minus absence that is not included in the holiday pay calculations
- C** = number of calendar days during the accrual year
- D** = number of accrued, paid holiday days (fractions are rounded up to whole numbers).

**9.3.3 Change of Holiday Days**

When this agreement enters into effect for a salaried employee who is covered by a special agreement or service rule at the company, the said salaried employee is entitled to at least the same number of holiday days as before.

**9.3.4 Holidays for Certain Part-Time Employees**

In the case of part-time salaried employees who work less than five days on average per week, the number of net holiday days is calculated according to the following:

$$\frac{\text{Number of work days/week} \times \text{number of holiday days according to 9.3.1}}{5}$$

= Number of holiday days (net holiday days) that are to be scheduled on days which according to the time schedule would have been working days.

Fractions obtained in the calculation shall be rounded up to the nearest higher number of days.

If the salaried employee according to the working hours schedule is to work both whole and parts of days in the same week, the partly worked day shall be counted as a whole day. When the holiday is scheduled for such a salaried employee, an entire holiday day will be used up also for days during which the salaried employee would only have worked during part of the day.

**Example**

The salaried employee’s working hours are scheduled for the following number of working days per week on average

Number of net holiday days (if holiday entitlement is 25 days)

4	20
3.5	18
3	15
2.5	13
2	10

If the work schedule is altered so that the number of working days per week is changed, the number of undrawn net holiday days is recalculated to correspond to the new schedule.

Holiday supplements, holiday compensation and salary deductions (in case of unpaid holidays) are calculated on the basis of the gross number of holiday days.

#### **9.4. Holiday Pay, Holiday Compensation etc.**

The holiday pay is the applicable monthly salary at the time of the holiday plus a holiday supplement.

The holiday supplement for each paid holiday day is

- 0.8 % of the salaried employee's applicable monthly salary at the time of the holiday plus any fixed salary supplements per month. As to changes in degree of employment, see 9.4.6.
- 0.5 % of the sum of the variable part of the salary that has been disbursed during the accrual year.

If the salaried employee has not accrued a full holiday, the holiday supplement of 0.5 % shall be adjusted upwards according to the following:

0.5 % x the number of holiday days according to 9.3.1

Number of paid holiday days according to 9.3.2.

By fixed salary supplements is meant in this context, e.g., fixed on-call, emergency, overtime or travel time supplements, guaranteed minimum commissions or the like.

By variable salary component is meant in this context, e.g., performance pay to outplaced personnel, commission, profit share, bonuses, incentive pay, on-call, emergency supplements and compensation for staggered working hours or the like, to the extent it has not been included in the monthly salary.

Holiday pay is included in compensation for overtime, extra time, and travel time includes holiday pay.

*Notes:*

*The calculation of holiday pay will be changed for outplaced personnel. §9.4.1 will be applied from the date referred to in the notes for §9.4.1.*

**9.4.1 Holiday Pay, Holiday Compensation to Outplaced Personnel, Hourly paid Employees and Employees paid in accordance with §12.2.4**

For outplaced personnel, salaried employees paid by the hour or with a salary according to §12.2.4, holiday pay/compensation shall be calculated according to law, but using a rate of 12.5%.

*Notes:*

*This provision shall in the case of outplaced personnel be applied at the latest from and including the holiday year commencing 1 April 2014. Holiday pay for 2014 shall consequently be calculated on the pay falling due during the accrual year 1 April 2013 to 31 March 2014 that earns holiday pay rights. In the case of staffing agencies that have another break point for the holiday year than 1 April 2014, this provision shall be applied from and including the previous point applicable for the holiday year at the agency.*

**9.4.2 Calculation of Variable Salary Component in Connection with Absence qualifying for Holiday Pay**

An average daily income from variable salary components shall be added to the sum of variable salary components paid during the accrual year for each day of absence that is included in the calculation of holiday pay.

$$\text{Average daily income} = \frac{U}{A}$$

U = Variable salary component paid during the accrual year

A = Number of days of employment, minus holiday days and whole days of such absence that is included in the calculation of holiday pay during the accrual year

Compensation for on-call and emergency duty and compensation for staggered working hours and the like shall not be included in the above average calculation, if during the accrual year the salaried employee has received such compensation for no more than 60 calendar days.

### **9.4.3 Payment of Holiday Pay**

The holiday supplement of 0.8 % is paid out together with the salary in connection with or immediately following the holiday.

The holiday supplement of 0.5 % is paid out no later than at the end of the holiday year.

#### *Exceptions*

- 1 If a significant part of the salary consists of variable salary components, the salaried employee is entitled to receive an on account holiday supplement, based on the variable salary components. The employer shall estimate the amount of the supplement. The supplement shall be paid out together with the salary at the regular payment time in connection with the holiday. The employer shall no later than by the end of the holiday year pay the remaining holiday supplement, if any, after calculation according to 9.4.1 and 9.4.2.
- 2 If an agreement has been reached that the holiday year and the accrual year shall run concurrently, the employer may pay out the remaining holiday pay attributable to variable salary components after the end of the holiday year. This shall be done together with the first regular salary payment in the new accrual year according to the normal salary procedure.

### **9.4.4 Holiday Compensation**

Compensation for each paid holiday day not drawn is 4.6 % of the relevant monthly salary and holiday supplement according to 9.4. and 9.4.1.

For each saved holiday day, holiday compensation is calculated as if the saved day had been drawn in the holiday year when the employment ceases.

### **9.4.5 Salary deduction for Unpaid Holiday**

For each drawn unpaid holiday day, a deduction is made from the salaried employee's relevant monthly salary of 4.6 % of the monthly salary. For the term monthly salary, see 9.4.

#### **9.4.6 Change in Degree of Employment**

If during the accrual year the salaried employee worked a different number of hours than at the time of the holiday, the relevant monthly salary at the time of the holiday shall be adjusted pro rata in relation to the full regular working hours that applied at the place of employment during the accrual year. If the degree of employment has changed during the course of a calendar month, the degree of employment that applied for the majority of the calendar days in the month shall be used in the calculation. For the term monthly salary, see 9.4.

#### **9.5 Holiday for the Newly Hired**

If a newly hired salaried employee wishes to take a longer holiday than the number of accrued holiday days, the employer and the salaried employee may reach an agreement that the salaried employee shall receive leave without salary deduction. Such an agreement shall be in writing.

In connection with leave without salary deduction, the following shall apply. If the employment ceases within five years from the day it started, a deduction shall be made from the accrued salary or holiday compensation according to the same rules as apply to leave, but shall be calculated on the basis of the salary that applied during the leave. No deduction shall be made if the employment ceases because of

- 1 the salaried employee's sickness, or
- 2 a salaried employee who leaves his employment under the circumstances referred to in § 4 para 3 first sentence of the Employment Protection Act, or
- 3 dismissal by the employer owing to circumstances that are not attributable to the salaried employee personally.

The rules concerning on account payment of holiday pay in § 29 para 3 of the Swedish Holiday Act shall apply to those who have received more paid holiday days than have been accrued, unless a written agreement in accordance with the above has been reached.

#### **9.6 Saving Holiday**

##### **9.6.1 Saving Holiday Days**

Salaried employees who are entitled to more than 25 holiday days with holiday pay may, subject to agreement with the employer, also save these additional holiday days provided that they do not draw previously saved

holiday in the same year. The employer and the salaried employee shall reach an agreement on the scheduling of saved holiday days. This applies both to the holiday year during which the saved days are to be drawn and to how they shall be scheduled during that holiday year.

### **9.6.2 Drawing Saved Holiday Days**

Saved holiday days shall be drawn in the order they have been saved. Holiday days that have been saved according to law are to be taken out before holiday days that have been saved during the same year in accordance with 9.6.1.

### **9.6.3 Holiday Pay for Saved Holiday Days**

Holiday pay for saved holiday days is calculated according to 9.4. and 9.4.1. However, when calculating the holiday supplement of 0.5 %, all absence during the accrual year excluding regular holiday shall be treated in the same manner as absence qualifying for holiday pay.

The holiday pay for saved holiday days shall be adjusted to the salaried employee's share of full regular working hours during the accrual year preceding the holiday year when the day was saved.

For the calculation of the share of full regular working hours, see 9.4.6.

## **§ 10 Sick Pay etc.**

Sick pay according to the Swedish Sick Pay Act with supplements shall be paid as set forth below.

### **10.1 Notification**

A salaried employee who becomes sick and is therefore unable to work shall notify the employer, i.e. the staffing agency, thereof as soon as possible. Furthermore, the salaried employee shall, as soon as possible, notify the employer of when he/she expects to be able to return to work.

The employer and the salaried employee should reach an agreement on how notification of sickness should best be handled in relation to the client company.

The same applies if the salaried employee becomes unable to work owing to an accident or occupational injury or must stay away from work because of the risk of transmitting a contagious disease that qualifies for compensation under the Contagious Diseases, Compensation Act.

Sick pay shall in principle not be paid for the period before the employer has received notification of the sickness (§ 8, para 1 of the Sick Pay Act).

#### **10.1.1 Written Confirmation**

Upon returning to work, the salaried employee shall provide the employer with written confirmation of having been sick, information as to the extent to which the employee's working capacity has been reduced because of the sickness and during which days the salaried employee would have worked.

#### **10.1.2 Medical Certificate**

From the eighth calendar day in the sickness period, the employer is required to pay sick pay only if the salaried employee provides a medical certificate to verify the reduction in working capacity and the duration of the sickness period.

If the employer so requests, the salaried employee shall provide such a medical certificate from an earlier day. The employer is entitled to nominate the doctor.

#### **10.2 Period of Sickness, Qualifying Day etc.**

A period of sickness is calculated from the first day of sickness, i.e., the first working day or part of a working day that the salaried employee is prevented from working as a result of sickness. This day shall constitute a qualifying day, and a full salary deduction shall be made in accordance with the rules set forth below.

A period of illness that starts within 5 calendar days of the end of a previous period of sickness shall be deemed to be a continuation of the previous period of sickness.

The number of qualifying days may not, according to law, exceed ten during a twelve-month period. If, upon a new period of sickness, it becomes apparent that the salaried employee has incurred salary deductions for ten qualifying days during a twelve month period before

the start of the new sick pay period, the deduction for the first day of absence shall be calculated according to the rules that apply from the second day of absence.

The same shall apply to a salaried employee who, according to a decision by the social insurance office, is already entitled to sick pay of 80% from the first day of absence.

### **10.3 Amount of Sick Pay**

The amount of sick pay shall be calculated on the basis of the relevant monthly salary.

The monthly salary includes:

- fixed monthly salary in cash plus any fixed monthly salary supplements
  
- the estimated average monthly income from commissions, profit sharing, bonuses, incentive pay or similar variable salary components.

In the case of outplaced salaried employees with performance pay, the monthly salary include the following:

- the fixed monthly salary and any fixed monthly salary supplements
  
- the average performance pay according to Section 12.2 for the most recent three calendar months before falling sick.

In the case of salaried employees who receive a substantial part of their pay in the form of variable salary components, the employer and employee should reach an agreement on the amount of pay that will constitute the monthly salary from which the sickness deduction shall be made.

If the salary is changed, the employer shall make the deductions on the basis of the earlier salary until the day the salaried employee is notified of his new salary.

*Note:*

*For calculation of the sick pay for outplaced employees, see also the agreement Technical Appendix: Calculation of Salary for Outplaced Employees.*

### **10.3.1 Sickness up to and Including 14 Calendar Days per sickness Period**

For each hour a salaried employee is absent as a result of sickness, for the first 14 calendar days, an hourly deduction shall be made as follows.

#### **Hourly deduction**

for the first day of absence (qualifying period) in the sickness period	$\frac{\text{monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$
---	---

from the second day of the sickness period	$\frac{20 \% \times \text{monthly salary} \times 12.2}{52 \times \text{weekly working hours}}$
--	--

If the salaried employee would have worked during scheduled staggered working hours, additional sick pay of 80 % of the compensation for staggered working hours that the salaried employee has lost shall be paid from the second day of absence.

#### **Weekly working hours**

By weekly working hours is meant the average number of working hours per normal working week for an individual salaried employee.

### **10.3.2 Sickness from the 15th Calendar Day**

In case of absence as a result of sickness a deduction shall be made from the 15<sup>th</sup> calendar day of the sickness period for each day of sickness, including non-working weekdays, Sundays and holidays according to the following.

The deduction is calculated differently depending on whether the salaried employee's monthly salary exceeds a certain salary limit. This salary limit is calculated as

$$7.5 \times \text{base amount}^1$$

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<sup>1</sup> Translator's note: the "price base amount" (Sw. *prisbasbelopp*) is an indexed amount determined each year under the Swedish National Insurance Act (1962:381).

**Example 2012:**

The price base amount for 2012 is 44,000 kronor.

The salary limit is then

$$\frac{7.5 \times 44,000}{12} = 27,500 \text{ for 2012}$$

**For salaried employees with a monthly salary amounting to the maximum salary limit:**

$$90\% \times \frac{\text{monthly salary} \times 12}{365}$$

**For salaried employees with a monthly salary amounting to more than the salary limit.**

The deduction is made as follows:

$$90\% \times \frac{7.5 \times \text{base amt}}{365} + 10\% \times \frac{\text{monthly salary} \times 12 - 7.5 \times \text{base amount}}{365}$$

By monthly salary is meant, in addition to what is stated above, also benefits in the form of meals or accommodation valued according to the Swedish Tax Agency's instructions.

**10.3.3 Maximum Sick Deduction Per Day**

The sick deduction per day may not exceed:

$$\frac{\text{fixed monthly salary in cash} \times 12}{365}$$

By monthly salary is meant, in addition to what is stated in 10.3, also benefits in the form of meals or accommodation valued according to the instructions of the Swedish Tax Agency.

In this context, the following are included in the monthly salary

- fixed monthly salary supplements
- commissions, profit sharing, bonuses, or the like, earned during periods of absence without a direct connection to the personal work efforts of the salaried employee
- guaranteed minimum commissions or the like.

#### **10.4 Duration of Sick Pay Period**

If a salaried employee according to this agreement is entitled to sick pay from the 15th calendar day of the sickness period, see exceptions in 10.5, the employer shall provide such pay according to the following:

##### *Category 1*

To a person who:

- has been continuously employed by the employer for at least one year, or
- has transferred direct from an employment in which the employee was entitled to sick pay for at least 90 days (Category 1), sick pay shall be paid up to and including the 90th calendar day of the sickness period.

##### *Category 2*

To all others, sick pay shall be paid up to and including the 45th calendar day of the sickness period.

##### *Maximum number of days with sick pay*

If the salaried employee during a twelve-month period is sick on two or more occasions, the entitlement to sick pay is limited to a total of 105 days for Category 1 and 45 days for Category 2. Therefore, if the salaried employee during the previous 12 months, calculated from the beginning of the relevant sickness period, received sick pay from the employer, the number of sick pay days shall be deducted from 105 or 45, respectively. The remainder constitutes the maximum number of sick pay days for the relevant case of sickness.

The right to sick pay during the first 14 calendar days of the sickness period shall not be affected by the above-mentioned limitation rule.

## **10.5 Limitations on the Right to Sick Pay from the 15th Calendar Day**

### **10.5.1 Salaried Employee Has Reached the Age of 60**

If a salaried employee has reached the age of 60 at the time of hiring, the employer and the employee can reach an agreement that there is no entitlement to sick pay from the 15th calendar day of the sickness period. If such an agreement has been reached, the employer shall notify the local salaried employees' union organisation.

### **10.5.2 Failure to Provide Information about Sickness**

Salaried employees who at the time of hiring have not informed the employer that they suffer from a certain sickness are not entitled to sick pay from the 15th calendar day of the sickness period if the incapacity to work is attributable to the said sickness.

### **10.5.3 Failure to Provide a Certificate of Health**

If, at the time of hiring, the employer requested a certificate of health from the salaried employee, but the employee was unable to provide such a certificate for the reason of being sick, the employee shall not be entitled to sick pay from the 15th calendar day of the sickness period if the incapacity to work is attributable to the said sickness.

### **10.5.4 Reached Retirement Age**

For salaried employees who have reached the regular retirement age that applies to them according to the ITP plan, a right to sick pay from the 15th calendar day of the illness requires a special agreement.

### **10.5.5 Accident at Another Employer**

If a salaried employee has been injured in an accident during employment with another employer or in connection with the employee's own business, the employer shall pay sick pay from the 15th calendar day of the sickness period only if the employer has specifically undertaken to do so.

### **10.5.6 Miscellaneous Exceptions**

The employer is not required to pay sick pay from the 15th calendar day of the sickness period

- if the salaried employee has been excluded from health insurance benefits according to the National Social Insurance Act,

- if the salaried employee's incapacity to work is self-inflicted, or
- if the salaried employee has been injured as a result of acts of war, except where otherwise agreed.

## **10.6 Certain Co-ordination Rules**

### **10.6.1 Rehabilitation Benefit**

If a salaried employee is absent with rehabilitation benefit during a period when the employee would otherwise be entitled to sick pay, salary deductions shall be made as for sickness from the 15th calendar day.

### **10.6.2 Compensation from Other Insurance**

If a salaried employee is receiving compensation from insurance other than the ITP or the Security Insurance Upon Work-Related Injuries (TFA), and the employer has paid the premiums for such insurance, the sick pay shall be reduced by the amount of such compensation.

### **10.6.3 Other Compensation from the State**

If a salaried employee receives compensation from the state other than from National Social Insurance, Occupational Security Insurance or under the Act on National Personal Injury Protection, the sick pay shall be reduced by the amount of such compensation.

## **10.7 Limitations on the Right to Sick Pay**

### **10.7.1 Reduced Sick Benefits**

If a salaried employee's sick benefit has been reduced in accordance with the National Social Insurance Act, the employer shall reduce the sick pay to a corresponding extent.

### **10.7.2 Injury owing to Accident Caused by a Third Party**

If a salaried employee has been injured in an accident caused by a third party and compensation is not paid in accordance with Security Insurance Upon Work-Related Injuries (TFA), then the employer shall provide sick pay only if - or to the extent - the salaried employee cannot obtain damages for loss of income from the person responsible for the injury.

### **10.7.3 Payment of Disability Pension**

If payment of disability pension commences in accordance with the ITP plan, the right to sick pay ceases.

## **10.8 Disease Carriers**

If a salaried employee is required to refrain from work because of the risk of transmitting a disease and there is a right to compensation according to the Contagious Diseases, Compensation Act, a deduction shall be made in accordance with the following up to and including the 14th calendar day.

For each hour a salaried employee is absent, an hourly deduction is made of

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

From the 15<sup>th</sup> calendar day, deductions shall be made according to the calculation rules regarding sickness from the 15<sup>th</sup> calendar day.

## **10.9 Miscellaneous**

In the application of the provisions of this section, benefits paid according to the Act concerning the State Scheme for Protection against Personal Injury shall be equated with the corresponding benefits under the National Social Insurance Act and the Occupational Injury Insurance Act.

# **§ 11 Leave**

## **11.1 Leave of Absence, Brief Leave With Pay**

Leave of absence is normally granted only for part of a working day. In special cases, however, leave of absence may be granted for one or more days, e.g., in the event of a sudden illness in the salaried employee's family or the death of a close relative.

If Easter Eve, Midsummer's Eve and Christmas Eve are not traditionally days off, leave of absence should be granted on these days if this does not inconvenience the operations of the company.

In years when National Day occurs on a Saturday or Sunday, the salaried employee shall instead receive another day off without deduction of salary. The leave shall be granted pro rata for part-time employees. Leave not taken during the year shall be forfeited.

*Note:*

*In order to be eligible for leave under this paragraph, the salaried employee must be employed and on duty on 6 June.*

In addition, brief leave with pay may be granted to visit the doctor or dentist, for no more than 2 such visits per year and a total of 4 hours per calendar year for an employee who has been employed for at least 6 months. If there are special reasons, the doctor's/dentist's visit shall be verified on request.

## **11.2 Unpaid Leave, Leave for a Whole Day without Pay**

Unpaid leave may be granted if the employer finds that it is possible without inconvenience to the operations of the company.

When granting the leave, the employer shall state the period of time that the leave covers.

Leave may not be scheduled so that it starts and/or ends on a Sunday or holiday or another non-working day for the individual salaried employee.

A salaried employee who requests leave of absence in order to try out other work should be granted this for rehabilitation purposes. The leave shall be limited to six months but may be prolonged upon agreement between the employer and the salaried employee.

### **11.2.1 Salary Deduction for Full-Time Employed, Whole Day**

When a salaried employee is absent at least one day on unpaid leave, a salary deduction shall be made as follows:

- during a period of not more than 5 working days, a deduction is made for each working day of 1/21<sup>st</sup> of the monthly salary
- during a period exceeding 5 working days, a deduction is made of the daily salary for each day on leave. This also applies to the salaried employee's non-working weekdays and Sundays and holidays.

$$\text{Daily salary} = \frac{\text{the fixed monthly salary in cash} \times 12}{365}$$

### 11.2.2 Salary Deduction for Part-Time Employee, Whole Day

If the salaried employee is employed part time and works only on certain working days of the week (so-called intermittent part-time work), a salary deduction shall be made for each day that the salaried employee is on leave that would otherwise have been a working day.

A deduction is made according to the following:

$$\text{The monthly salary divided by } \frac{\text{number of working days per week}}{5} \times 21$$

#### Examples

The salaried employee's part-time work is scheduled on the following number of working days/week	Deduction
4	$\frac{\text{monthly salary}}{5} \times 21$ 16.8
3.5	$\frac{\text{monthly salary}}{5} \times 21$ 14.7
3	$\frac{\text{monthly salary}}{5} \times 21$ 12.6
2.5	$\frac{\text{monthly salary}}{5} \times 21$ 10.5
2	$\frac{\text{monthly salary}}{5} \times 21$ 8.4

"Number of working days per week" means the number of working days per normal working week calculated as an average per month.

### 11.3.1 Other Leave, Leave for Part of a Day without Pay

Leave for part of a day may be granted if the employer finds that it is possible without inconvenience to the operations of the company.

A salary deduction shall be made for each full half hour. The deduction per hour is 1/167<sup>th</sup> of the monthly salary. For part-time employees, the salary shall first be adjusted to correspond to a full-time salary.

### **11.3.2 Special Leave for Outplaced Salaried Employees**

An outplaced salaried employee is entitled to decline an assignment offered, whereupon deductions for leave of absence shall be made.

*Note:*

*Before a salaried employee declines an assignment, the employer shall state the time for which a salary deduction will be made.*

*If the employee has special reasons for declining an assignment offered, the employer shall not make any deduction for leave of absence.*

### **11.4 Monthly Salary**

By monthly salary is meant the current monthly salary. Fixed monthly salary, in this context, means

- fixed monthly salary supplements
- such commissions, profit sharing, bonuses, or the like, earned during periods of absence without a direct connection to the personal work contribution of the salaried employee
- guaranteed minimum commissions or the like.

Performance pay for travelling salaried employees is not included.

If a period of leave comprises one or more full calendar months/payment periods, the full monthly salary of the salaried employee shall be deducted for each of such calendar months/payment periods.

### **11.5 Parental Pay and Parental Leave**

In connection with a reduction in working hours in accordance with Section 14 of the Swedish Parental Leave Act, problems may arise for personnel who are to be placed with client companies. It is therefore important to schedule the leave in a manner that does not make it difficult to find assignments.

For example, it may be appropriate for work to be scheduled on all days of the week or at the beginning or end of the working day.

This does not imply any formal change in the implications of the Parental Leave Act.

### 11.5.1 Preconditions for Parental Pay

A salaried employee who is on leave of absence because of pregnancy or in connection with the birth of a child is entitled to parental pay from the employer if:

- the salaried employee has been continuously employed by the employer for at least one year, and
- the salaried employee's employment continues for at least three months after the leave of absence.

The term "in connection with" means that the leave must be taken within 18 months.

### 11.5.2 Amount of Parental Pay

The parental pay deduction shall be calculated differently depending on whether the salaried employee's monthly salary is greater or less than a certain salary limit. This salary limit shall be calculated as

$$\frac{10 \times \text{the price base amount (pbb)}}{12}$$

12

#### *Example 2012:*

Pbb: year 2012 SEK 44,000

$$\frac{10 \times \text{SEK } 44,000}{12} = \text{SEK } 36,667 \text{ for 2012}$$

**For salaried employees with a monthly salary not exceeding 10 pbb a parental pay deduction per day shall be made of:**

$$90 \% \times \frac{\text{Monthly salary} \times 12}{365}$$

**For salaried employees with a monthly salary exceeding the salary limit a parental pay deduction per day shall be made of:**

$$90 \% \times \frac{10 \times \text{pbb}}{365} + 10 \% \times \frac{(\text{Monthly salary} \times 12) - (10 \times \text{pbb})}{365}$$

By monthly salary is meant, in addition to what is set forth in 10.3.5, also benefits in the form of meals or housing valued according to the instructions of the Swedish Tax Agency.

If the salaried employee has been employed for one, but not two consecutive years, the parental pay shall be:

- two monthly salaries less 60 parental pay deductions calculated per day in accordance with this clause

If the salaried employee has been employed for two but not three consecutive years, the parental pay shall be:

- three monthly salaries less 90 parental pay deductions calculated per day according to this clause.

If the salaried employee has been employed for three but not four consecutive years, the parental pay shall be:

- four monthly salaries minus 120 parental pay deductions calculated per day according to this clause.

If the salaried employee has been employed for four or more consecutive years, the parental pay shall be:

- five monthly salaries less 150 parental pay deductions calculated per day according to this clause.

Parental pay shall be paid only for an uninterrupted period of leave. If the leave of absence is shorter than one, two, three, four or five months, parental pay shall not be paid for a longer period than the leave comprises.

Parental pay will not be paid in respect of annual salary components in excess of 15 price base amounts.

### **11.5.3 Payment of Parental Pay**

One half of the parental pay shall be paid out when the leave of absence commences and the remaining half after the salaried employee has continued his or her employment for three months after the leave of absence.

### **11.5.4 Reduction in Parental Pay**

Parental pay shall not be provided if the salaried employee is excluded from parental benefits under the Act on National Social Insurance. If these benefits have been reduced, the parental pay shall be reduced to a corresponding extent.

## **11.6 Leave with Temporary Parental Pay**

### **11.6.1 Deductions**

If a salaried employee is on leave with temporary parental pay, a salary deduction per hour of absence shall be made according to the following:

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

If a period of leave comprises one or more full calendar months/payment periods, the salaried employee's full salary shall be deducted for each of the calendar months/payment periods.

#### *Weekly working hours*

By weekly working hours is meant the number of working hours per normal working week for an individual salaried employee. If the salaried employee has irregular working hours, the weekly working hours shall be calculated as an average per month or some other working hours cycle.

Weekly working hours shall be calculated to no more than two decimals, rounding 0-4 down and 5-9 up.

If the working hours vary in length during different times of the year, working hours shall be calculated as an average per normal working week per year.

#### *If the salary is changed*

If the salary is changed, the following shall apply. The employer shall make deductions on the basis of the earlier salary until the day the salaried employee is notified of his new salary.

### **11.6.2 Monthly Salary**

By monthly salary is meant

- fixed monthly salary in cash plus any fixed monthly salary supplements
- the estimated average monthly income from commissions, profit sharing, bonuses, incentive pay or similar variable salary elements. As to salaried employees who receive a substantial part of their pay through such elements, an agreement should be made concerning the amount of pay that will constitute the monthly salary from which the deduction shall be made.

For a salaried employee whose salary is calculated by the hour, the hourly salary shall be multiplied by 167.

*Note:*

*For calculation of the salary for outplaced employees, see also the Technical Appendix: Calculation of Salary for Outplaced Employees.*

## **§ 12 Salary**

### **12.1 Determination of Salary**

The salaried employee's salary shall be determined and reviewed in accordance with the provisions of the Salary Agreement with appendices, made on 1 June 2012.

All salaried employees have a monthly salary. Outplaced salaried employees have a monthly salary and performance pay.

*Note:*

*For calculation of the salary for outplaced employees, see also the Technical Appendix: Calculation of Salary for Outplaced Employees.*

### **12.2 Salary of Outplaced Salaried Employees**

The monthly salary of an outplaced salaried employee shall be determined individually. In addition to the monthly salary, an outplaced salaried employee may be entitled to performance pay.

*Applies only to outplaced salaried employees.*

*Note:*

*In the calculation of monthly salary, the Technical Appendix also applies.*

#### **12.2.1 Monthly Salary the First 18 Months**

During an uninterrupted period of employment of no more than 18 months, an outplaced salaried employee shall receive a monthly salary for 133 hours of work per month.

### **12.2.2 Monthly Salary after 18 Months**

After an uninterrupted period of employment of 18 months, an outplaced salaried employee shall receive a monthly salary for 150 hours of work per month.

### **12.2.3 Performance Pay**

In addition to the time stated in 12.2.1 or 12.2.2, the salaried employee is required to work to the extent set forth in the Working Hours Agreement. Compensation for such work shall be paid in the form of performance pay.

The hourly performance pay for an outplaced salaried employee with no more than 18 months' employment is:

$$\frac{\text{Monthly salary}}{133} \times 1.08$$

The hourly performance pay for a outplaced salaried employee with more than 18 months' employment is:

$$\frac{\text{Monthly salary}}{150} \times 1.16$$

Compensation shall be paid for the aggregate number of hours worked during the month, rounded to the nearest lower whole number.

If a salaried employee passes 18 months of employment during a calendar month/calculation period, the performance pay shall be calculated starting from the first day of the following calendar month/calculation period.

The salary is converted by dividing the monthly salary by 133 and then multiplying the result by 150.

### **12.2.4 Other Salary Form**

When special reasons exist, an agreement may be made for other terms than those set out above. Such an agreement shall be in writing and should state the reasons for it. Upon request, the employer shall inform the local union branch of such an agreement.

*Note:*

*The initiative may be taken by either party and the determining factor is whether there are special reasons for such an agreement. Special reasons*

may include the employee's own limitations regarding availability, i.e., the employee cannot or does not wish to take on a full-time assignment e.g., due to studies, parenthood or other wishes. Special reasons on the part of the employer may be uncertainty associated with new establishments or the opening of a new business area.

### 12.3 Salary for a Part of a Salary Period

If a salaried employee commences or ends his employment or changes the degree of employment during a calendar month/payment period, the salary shall be calculated in the following manner:

$$\frac{X}{Y} \times Z = L$$

**X** = relevant monthly salary

**Y** = number of calendar days during the relevant month/payment period

**Z** = number of employment days during the relevant month/payment period

**L** = salary for the calculation period

Upon changes in the degree of employment, each period and degree of employment, respectively, shall be calculated separately.

#### *Example*

*The payment period is the time up to and including the 20th of each month. The salaried employee's full time salary is SEK 20,000. Employed from 1 October 20xx.*

*Full time up to and including 16 June 20xx*

*X=20,000*

*Y=31 days*

*Z=27 days*

*L=SEK 17,419*

*Part time (50 % from*

*17 June 20xx)*

*X=10,000*

*Y=31 days*

*Z= 4 days*

*L=SEK 1,290*

**§ 13 Termination**

**13.1 Resignation by the Salaried Employee**

**13.1.1 Notice Period**

The notice period in the event of resignation by the salaried employee is the following, except where otherwise follows from 13.3.

Salaried employee’s notice period in months:

Aggregate period of employment with the company	Notice period
less than 2 years	1 month
2 years or more	2 months

**13.1.2 Written Notice**

The salaried employee should give notice in writing. If the resignation is oral, the salaried employee should confirm it as soon as possible in writing to the employer.

**13.2 Termination by the Employer**

**13.2.1 Notice Period**

The notice period upon termination by the employer is the following, except where otherwise follows from 13.3.

The employer’s notice period in months:

Aggregate period of employment with the company	Notice period
less than 2 years	1 month
from 2 years to 4 years	2 months
from 4 years to 6 years	3 months
from 6 years to 8 years	4 months
from 8 years to 10 years	5 months
from 10 years	6 months

**Note to 13.1.1 and 13.2.1**

Calculation of period of employment:

The method for calculating the period of employment as above is set forth in Section 3 of the Employment Protection Act.

### **13.2.2 Extended Notice Period in Certain Cases**

If a salaried employee who has been given notice because of redundancy, has reached the age of 55 on the day of the notice of termination and at that time has been uninterruptedly employed for at least 10 years, the notice period shall be extended by six months.

Such an extension of the notice period shall not however be made beyond the day the employee reaches 65.

### **13.2.3 Advance Notice**

Advance notice of termination that the employer is required to give to the local union under the Employment Protection Act shall be deemed to have been given when the employer has handed over the advance notice to the local salaried employee union representative or two business days after the employer has sent the notice by certified mail to the relevant union. Notice given by the employer at a time when the company is closed for holidays shall be deemed to have been given the day after the holiday is over.

### **13.2.4 Agreement on Different Notice Periods**

Employers and salaried employees are entitled to reach an agreement on a different period of notice. However, if they do, the employer's notice period may not be less than the notice period shown in the table in 13.2.1.

## **13.3 Miscellaneous Provisions upon Termination**

### **13.3.1 Agreement on Different Notice Periods**

A salaried employee who is entitled under a collective agreement or an individual employment agreement to a longer notice period when this agreement enters into effect at the company retains this notice period.

The employer and the salaried employee are entitled to reach an agreement on a different period of notice. However, if they do so, the employer's notice period may not be less than the notice period shown in the tables in 13.2.1 or 13.3.

### **13.3.2 Reached Retirement Age - Termination of Employment**

The employment shall terminate without notice when the employee reaches the retirement age that applies to the employment according to the ITP plan, unless the employer and the salaried employee agree otherwise. Notice according to Section 33 of the Employment Protection Act does not need to be given.

### **13.3.3 Pensioners — Notice Period**

For salaried employees who continue to work after reaching 65 years of age, the notice period according to 13.1.1 and 13.2.1 shall apply. For a salaried employee who has reached the age of 67 the mutual notice period is one month.

### **13.3.4 Shortening of the Notice Period for the Salaried Employee**

If a salaried employee, owing to special circumstances, wishes to leave his employment before the end of the notice period, the employer should consider whether this may be granted.

### **13.3.5 Damages for a Salaried Employee Failing to Observe the Notice Period**

If a salaried employee leaves his employment before the end of the notice period, the employer is entitled to damages for the economic loss and inconvenience caused thereby. The damages are at least equal to the amount that corresponds to the salaried employee's salary during the part of the notice period that the salaried employee has failed to observe.

### **13.4 Certificate of Employment**

After being given notice, the salaried employee is entitled to receive a certificate of employment, showing

- the time that the salaried employee has been employed,
- the work assignments performed by the salaried employee, and
- if the salaried employee so requests, an evaluation of the manner in which the work has been performed. The employer shall provide the certificate of employment no later than one week after the salaried employee's request.

### **13.5 Order of Termination in connection with Cutbacks and Rehiring**

The local parties shall, upon reductions of personnel, evaluate the staffing requirements and demands of the company. If these needs cannot be

fulfilled by application of the law, the order of termination shall be determined by departing from the provisions of the law.

The local parties shall make a selection of the employees to be given notice so that particular account is taken of the company's need for competence as well as of its ability to engage in competitive business activities and thus provide continued employment.

Decisive factors to take into account include existing long-term contracts or specific competence for the assignment. The competence of the employees, the competence required and direction shall be taken into account. The market situation and other circumstances that affect the future direction and operations of the company shall also be taken into account.

It is assumed that the local parties will, upon the request of either party, reach an agreement on the determination of the order of termination by application of § 22 of the Employment Protection Act, and such departures from the act as are required.

The local parties may also depart from the provisions of §§ 25-27 of the Employment Protection Act when reaching agreement on the order of rehiring. The same criteria as above shall apply to this.

The local parties are upon request to engage in negotiations on the order of termination and rehiring and to confirm any agreements made in writing.

If the local parties cannot agree, the central organisations may, should either party so request, reach an agreement in accordance with the above guidelines.

It is assumed that the employer will provide the local or the central counterpart with relevant documentation prior to negotiating issues referred to in 13.5.

*Information:*

In the absence of a local or central agreement as provided above, termination owing to lack of work or rehiring may be tried in accordance with the law, observing the applicable negotiation procedure.

*Note to the Minutes:*

The PTK Associations have agreed that local salaried employee unions or representatives appointed by the salaried employees in the PTK area may be represented by a common body, PTK-L, when it comes to the adjustment agreement and issues relating to personnel reductions in accordance with the Agreement for Salaried Employees in Staffing Agencies. This body shall be deemed to be the local union organisation pursuant to the Employment Protection Act (1982:80) in those cases where this collective agreement has entered into effect for the relevant union organisations.

If there are several union organisations, a common order of termination shall be determined. If the salaried employee parties are unable to agree, the common order of termination list shall, after consultation among the associations, be determined by the organisation with most members at the workplace in question.

## **§ 14 Negotiation Procedure for Legal Disputes**

### **Limitation of Negotiations**

If a party wishes to claim damages or other compensation based on the law, collective agreement or individual agreement, that party, except where otherwise stipulated in the relevant agreement, shall call for negotiations within four months after the party has become aware of the circumstance upon which the claim is based. The negotiations must, however, be called for within two years of the occurrence of such circumstance.

If a party does not call for negotiations within the stipulated time, the party loses its right to negotiate.

### **Local Negotiations**

Negotiations shall primarily be conducted between the local parties (the employer and the local union organisation).

The negotiations shall commence as soon as possible and no later than three weeks after the day they have been called for, except when the parties have agreed otherwise.

## **Central Negotiations**

After local negotiations are concluded, the party who wishes to pursue the matter further shall refer it to central negotiations.

A request for central negotiations shall be made in writing to the other party's organisation within two months after the day the local negotiations are concluded. A party who fails to do so, loses the right to negotiations.

Central negotiations shall commence as soon as possible and no later than three weeks after the day the request is made, except when the parties have agreed otherwise.

## **Legal Settlement**

If a legal dispute relating to the law, collective agreement or individual agreement has been the subject of central negotiations without being resolved, a party may refer the dispute to legal settlement within three months after the day when central negotiations finish. A party who fails to do so, loses the right to take legal action.

*Note:*

*If a disputed issue is based on the Employment Protection Act, the time limits set out in this act shall apply instead of the time limits in this negotiation procedure. This negotiation procedure does not affect the rules concerning time limits and obligation of the employer to call for negotiations in accordance with §§ 34, 35 and 37 of the Employment (Determination at the Workplace) Act.*

## **§ 15 Fiduciary Council**

### **Role of the Fiduciary Council**

At the request of either party, a Fiduciary Council may be appointed to:

- issue recommendations on issues referred to it by a central party as to the interpretation and application of agreements between them.

Matters received by the Fiduciary Council shall be dealt with without delay.

### **Membership of the Fiduciary Council**

The Council shall consist of four members of whom the employer side shall appoint two and the union side two. The Council shall appoint from among its members one chairman and one vice chairman.

### **§ 16 Term**

This agreement applies from 1 May 2012 to 30 April 2013; it shall apply thereafter with a mutual notice period of seven days.

If either party has terminated the agreement or agreed to postpone the notice period for termination, such termination or agreement shall apply automatically to the agreement area concerned, except when the parties have agreed otherwise.

Stockholm on June 2012

The Swedish Staffing Agencies  
Henrik Bäckström  
Per Gradén  
Hanna Byström  
Anna-Karin Reüter

Unionen  
Johnny Håkansson  
Annika Flaten

For the Swedish University Graduate Unions<sup>2</sup>  
Lars Garnefält

## **Agreement on Working Hour Regulations for Salaried Employees**

### **§ 1 Scope of the Agreement**

#### **1.1 Area of Application**

This agreement applies to all salaried employees covered by the Agreement for Salaried Employees in Staffing Agencies. These salaried employees are exempted from the application of the Swedish Working Hours Act (SFS 1982:673) in its entirety.

The parties agree that this agreement is within the scope of Council Directive 2003/88/EC, which aims to provide security and health to employees in the scheduling of the working hours.

By the term salaried employees' union in this agreement is meant the local union organisation.

#### **1.2 Exception**

The provisions of §§ 2-5 do not apply to salaried employees who work under such conditions that it cannot be regarded as being the employer's responsibility to supervise how the work is arranged, or who are entrusted to dispose over their own working hours.

#### **1.3 Individually Agreed Exceptions**

Salaried employees who reach an agreement that the right to overtime compensation shall be replaced by a longer holiday and/or higher salary, may reach an agreement that they shall be exempted from the provisions of §§ 2-5 of this agreement (provisions regarding regular working hours, overtime, on-call time and notes regarding overtime and on-call time).

### **§ 2 Regular Working Hours**

#### **2.1 Duration and Limitation Period**

Regular working hours may not exceed 40 hours on average per normal working week during a limitation period of three months.

For salaried employees performing intermittent three-shift work, regular working hours may not exceed 38 hours on average per normal working week and year.

For salaried employees performing continuous three-shift work regular working hours may not exceed 36 hours on average per normal working week and year.

## **2.2 Agreement for Other Limitation Period**

### **Local Agreement**

A written agreement for a limitation period of not more than twelve months may be reached between the employer and the salaried employee union. Such an agreement may apply to a certain salaried employee or to a group of salaried employees. Notice of cancellation of such an agreement shall be given at least three months before the expiry of the term.

### **Individual Agreement**

The employer and an individual salaried employee may under special circumstances, reach an agreement for a limitation period of no more than four months or for a different level of regular working hours. If the limitation period is determined for a longer period than two months, such an agreement may be cancelled one month before the end of the limitation period.

*Note:*

*The central parties agree that a different level of working hours may apply at different times of the year.*

## **2.3 Scheduling of Working Hours**

When working hours are being scheduled, both the needs of the business as well as the needs and wishes of the salaried employees shall be taken into consideration. The aim shall be, as far as possible, to take into consideration the salaried employee's ability to combine work with family and other social life.

The individual salaried employee is entitled to have his wishes concerning the level and scheduling of working hours considered by the employer. If the salaried employee's wishes cannot be accommodated, the employer shall upon request state the reasons therefor. The individual salaried

employee's wishes shall also be weighed against the needs and wishes of other salaried employees.

In connection with a change in the salaried employee's working hours, the employer shall inform the salaried employee not less than one month before the change is made.

### **2.3.1 Working Hours Scheduling for Outplaced Salaried Employees**

For travelling salaried employees, regular working hours shall be scheduled according to each assignment. Information about the scheduling of working hours shall be provided as soon in advance as possible.

## **§ 3 Overtime**

### **3.1 Overtime Work**

By overtime work is meant work that has been performed outside the daily working hours of the salaried employee if

- the overtime work has been requested in advance or
- has been approved in arrears by the employer.

The time required to carry out necessary preparatory and finishing work that is normally included in the salaried employee's work, is not regarded as overtime work.

In the calculation of performed overtime work, only full half hours are included.

If the overtime work has been performed before as well as after regular working hours on a certain day, the overtime periods shall be added together.

Work carried out in addition to the regular working hours for part-time employed salaried employees and that is compensated for as overtime for the part-time employee under the Agreement for Salaried Employees in Staffing Agencies shall not be deducted from the available overtime.

### **Individual agreement on a different limitation period**

The employer and the employee may reach an agreement that the overtime shall be calculated according to a different limitation period. Compensation for overtime shall then be paid as for “overtime at other times” according to the Agreement for Salaried Employees in Staffing Agencies. Such an individual agreement shall apply until further notice with a three-month notice of cancellation.

### **3.2 General Overtime**

When there are special needs, general overtime of up to 200 hours per calendar year may be worked. In the calculation of overtime, leave scheduled for the employee’s regular working hours or on-call time shall be equated to performed working hours.

### **3.3 Re-entry of Overtime**

If overtime work is compensated for by leave in lieu according to the Agreement for Salaried Employees in Staffing Agencies, the corresponding number of hours shall be re-entered as available overtime according to 3.2 above (general overtime).

During a calendar year, not more than 100 hours may be re-entered as available overtime in this manner, except when the employer and the salaried employees’ union have agreed otherwise.

*Example:*

*A salaried employee works overtime for four hours on a weekday evening. These overtime hours are deducted from available overtime in accordance with 3.2.*

*An agreement is reached that the salaried employee will be compensated by time off (leave in lieu) for 6 hours (4 hours x 1.5 = 6 hours leave in lieu).*

*When the leave in lieu has been taken, the four overtime hours that have been compensated for by the leave shall be added to the available overtime according to 3.2.*

### **3.4 Additional Overtime**

In addition to what has been stated above, when there are exceptional reasons, additional overtime may be taken during the calendar year of at most 100 hours subject to agreement between the employer and the local salaried employees' union branch.

### **3.5 Emergencies**

If a natural disaster or accident or occurrence of some other comparable nature, that could not have been foreseen, causes an interruption of the operations or entails an immediate risk of such interruption or damage to life, health or property, overtime that has been worked on this account shall not be included in the calculation of overtime according to 3.2 (general overtime) and 3.4 (additional overtime) above.

## **§ 4 On-call Time**

### **4.1 Scope of On-Call Time**

If owing to the nature of the activities it is necessary for the salaried employee to be on call at the employer's disposal at the workplace to carry out work when the need arises, on-call time may be taken of no more than 48 hours during a period of four weeks or 50 hours during one calendar month. Time when the salaried employee is working on behalf of the employer is not considered to be on-call time.

### **4.2 Local Agreement for a Different Limitation Period**

The employer and the salaried employee union may reach a written agreement for a different limitation period for on-call time with respect to a certain salaried employee or group of salaried employees.

An agreement according to the preceding paragraph shall apply until further notice with three months' notice of cancellation.

## **§ 5 Record of Overtime (Including for Part-Time Employees) and On-Call Time**

The employer shall keep such records as are required to make the calculations of overtime in accordance with § 3 and on-call time in accordance with § 4. Similarly, records shall be kept of extra time for part-time employees. The salaried employee, the salaried employees' union branch or representatives of the central union organisation are entitled to have sight of these notes.

*Note:*

*Also with respect to salaried employees who are exempted from §§ 2-5, it is in the mutual interest of the employer and the salaried employees' union branch to have information about the total level of working hours for these salaried employees.*

*The salaried employee keep the employer regularly informed of the level of his/her working hours. This shall be carried out in a manner that the employee and the employer find appropriate. If the salaried employees' union branch so requests, it shall have sight of this information.*

## **§ 6 Total Working Hours**

Total working hours may not amount to more than 48 hours per week on average during a limitation period of four months.

It may be determined in a local agreement that the limitation period shall instead be a different fixed or moving period of no more than 12 months.

Calculation periods longer than four months require that the employees concerned are compensated with leave or are granted suitable protection.

In the calculation of total working hours, vacation and sick leave at a time when the employee would otherwise have been working shall be equated with completed working hours.

*Note:*

*Total working hours include regular working hours, overtime (also emergency overtime), extra time for part-time employees and on-call time.*

## **§ 7 Night Work**

By night is meant a period of at least seven hours between 10.00 p.m. and 06.00 a.m.. By night worker is meant an employee who normally performs at least three hours of his or her work period at night and a salaried employee who will probably perform one-third of his/her yearly working hours at night.

Working hours for night-working salaried employees may during any period of 24 hours not exceed eight hours on average, during a calculation period of four months.

Night-working salaried employees, whose work involves special risks or great physical or mental effort, may not work more than eight hours within the 24-hour period in which they work at night. A temporary departure from this may be made if it is due to special conditions that could not be foreseen by the employer. Such a departure may only be made under the condition that the salaried employee is compensated with corresponding leave-in-lieu.

A deviation from the second paragraph may be made by a local agreement provided that the salaried employee is compensated with leave-in-lieu or is granted suitable protection.

Holiday and sick leave during the time when the salaried employee would otherwise have worked, shall be equated with completed working hours.

## **§ 8 Breaks and Meal Breaks**

### **8.1 Breaks**

When the working day is longer than five hours, the salaried employee is entitled to a break.

A deviation may be made by a local agreement provided that the salaried employee is compensated with leave-in-lieu or is granted suitable protection.

The employer shall state in advance the length and scheduling of the breaks as precisely as circumstances permit.

The number of breaks, their length and scheduling shall be satisfactory, taking into account the work situation. During breaks, the salaried employee is entitled to leave the workplace since breaks are not paid working hours.

*Note:*

*A good work environment requires that it is possible, in addition to breaks, to take pauses during the working day.*

## **8.2 Meal Breaks**

A break may be replaced by a meal break at the workplace if it is necessary considering the working conditions or taking account of illness or other incident that could not be foreseen by the employer. Such meal breaks are included in working hours.

## **§ 9 Rest**

### **9.1 Daily Rest**

Salaried employees shall be allowed least 11 hours of continuous rest per 24-hour period. The daily rest should be scheduled at night, which means that the time between midnight and 05.00 a.m. should be included.

Temporary deviations may be made if caused by special circumstances that could not be foreseen by the employer, provided that the salaried employee is compensated with corresponding leave-in-lieu.

A deviation may be made by a local agreement provided that the salaried employee is compensated with leave-in-lieu or is granted suitable protection.

*Note:*

*A deviation from the daily rest rule requires that the salaried employee is granted an extended rest period on an hour for an hour basis. The extended rest period shall if possible be scheduled before or after the work shift that interrupted the rest period.*

*If the employer decides to schedule the corresponding rest period during working hours, no salary deduction shall be made.*

### **9.2 Weekly rest**

The salaried employee shall be given at least 36 hours of continuous leave during each seven-day period.

Temporary deviations may be made if caused by special circumstances that could not be foreseen by the employer, provided that the salaried employee

will be compensated with corresponding leave-in-lieu. The leave shall, if possible, be scheduled at the weekend.

It may be determined by local agreement that the rest shall be calculated as an average during a period of two weeks.

Other deviations from the first paragraph may be made by a local agreement provided that the salaried employee is compensated with leave-in-lieu or is granted suitable protection.

If the employer decides to schedule the corresponding rest period during working hours, no salary deduction shall be made.

## **§ 10 Negotiation Procedure**

The negotiation procedure in the Agreement for Salaried Employees in Staffing Agencies shall apply to this agreement.

## **§ 11 Cancellation of Agreements**

Agreements according to this agreement can be cancelled by the parties to each agreement.

If either party wishes the local agreement or the right to make a local agreement to remain in effect, the party shall promptly request that negotiations to that effect be conducted during the notice period. The central organisations may extend the notice period of the local agreement to enable the conclusion of negotiations according to the negotiation procedure before the cancellation of the agreement. In the last resort, the issue of whether the agreement is to remain in effect may be brought up for consideration in the Fiduciary Council.

## **§ 12 Term**

The provisions of this agreement on working hours have the same term as the Agreement for Salaried Employees in Staffing Agencies.

If the working hours agreement ceases to be valid, agreements entered into on the basis of the agreement shall also cease to be valid.

## Agreement on Continuing Education

### 1 Aim

The competitiveness of companies within the commercial and service sectors is becoming increasingly dependent on qualified employees. In order for the business to develop, continuous and systematic continuing education of the employees is necessary.

Competence is the ability to handle an assignment. In order to handle an assignment, an individual needs several characteristics.

Competence is a complex term that comprises a number of human resources.

- **Knowledge**  
Knowing facts and methods.
- **Skills**  
Being able to do things, handle tools
- **Contacts**  
Social competence, contact network, influence
- **Attitudes/Values**  
Wanting to do, deeming correct, taking responsibility
- **Experience**  
Learning from mistakes and successes
- **Supervision/Leadership**

Continuing education may to a great extent be provided directly at the workplace through a flexible work organisation where theory is combined with practice.

Continuing development of the company and its employees creates the preconditions for profitability and more secure employment.

Planned continuing education shall take place over and above the continuing education that takes place in connection with assignments at client companies.

## **2. Rights and Responsibility**

All employees have the right, as well as the responsibility to develop continuously in their work. Women and men shall be granted the same opportunities for continuing education.

By continuing education is meant all measures that contribute to increasing one or more aspects of an individual's competence. In order for continuing education to be possible, sound preconditions regarding the work organisation, leadership and technology are required.

## **3. Developing by Co-operating**

The organisation of continuing education is a task for management. Continuing education is based on a long-term analysis of the business, carried out by the company after consultation with the local union organisation/union representative at the company. The analysis requires the participation and commitment of each employee.

Plans for continuing education are developed and followed up as often as the competitive and market situation requires.

A survey of each individual employee's educational needs and the planning of suitable measures shall be made in co-operation with the employee.

Performance reviews and work place meetings are recommended as a basis for planning continuing education.

## **4. Costs**

Continuing education ordered by the employer and agreed in performance reviews is deemed to be work and shall be compensated for in accordance with the relevant collective agreement.

## **5 Stimulate and Reward**

Continuing education must be noticed, stimulated and rewarded. In connection with wage formation and salary reviews, it should be natural to make a connection between results and competence. Each manager should

conduct performance reviews as a means of obtaining the necessary information for the assessment of development measures and salary reviews.

*Information*

The parties have jointly developed the following materials:

The policy document "*Continuing Education*"

Tool: "Competence Analysis and the Performance Review"

## **Co-operation within the Staffing Agency Industry**

Operations involving outplaced salaried employees within the staffing agency industry depend on companies being able to place employees with client companies. A high placement ratio is the single most important factor in the profitability of a company. For the salaried employees it is decisive to their security of employment that the companies where they work are profitable. It is therefore a common interest of all employees of staffing agencies to increase the placement ratio. This applies not only to salaried employees working in the outplacement operations but also to other employees in the company.

If already hired personnel are to be placed, it is also of decisive importance that the employees possess the competence that is required. For outplaced salaried employees ongoing continuing education is therefore of the utmost importance.

The local parties will jointly arrive at forms of cooperation to achieve as high a placement ratio as possible. To this end, the local parties shall in a suitable manner form co-operation groups.

The co-operation group shall:

- work to raise the high placement ratio
- investigate and propose measures to increase the placement ratio
- investigate and propose measures to raise the level of competence
- especially monitor what measures are needed for those with a low placement ratio
- inform employees of what they can do to increase their own placement ratio and that of others.

Co-operation groups may be company-wide and/or local. Groups may be formed for a town or for employees with the same type of job specialisation. The local parties shall jointly work out suitable forms of cooperation.

Examples of measures that can raise the placement ratio (in no specific order)

- knowledge of the company's placement contracts
- knowledge of what factors influence profitability
- continuing education
- widening of competence
- sales training
- presentation materials
- feedback of positive and negative client reactions
- co-operation between placed employees and placement staff
- co-operation in the sales process
- incentives to increase demand for broader or new placement contracts.

## Calculation of Salaries for Outplaced Salaried Employees.

*(Technical appendix, joint directions by Swedish Staffing Agencies, the Swedish Union of Commercial Employees HTF, and the Swedish University Graduate Unions)*

For employees with a monthly salary and salary in accordance with the special guarantee (i.e., salary for 167 hours), salary and salary deductions shall be calculated on the basis of the monthly salary. Other outplaced employees are guaranteed a monthly salary with a performance supplement. The guaranteed monthly salary for full-time employees consists of compensation for 133 hours of work during the first 18 months of an employment and 150 hours for the time thereafter.

**Part-time employees** are guaranteed a salary corresponding to the employment ratio, subject, however, to a maximum of 133 or 150 hours, respectively.

**Part-time employees** are guaranteed a salary corresponding to the employment ratio.

The monthly salary shall be calculated as follows:

### Salary calculation

1. The salary for a calendar month or payment period, respectively, is the guaranteed monthly salary divided by 133 or 150, respectively and multiplied by the number of hours worked in the month/payment period.
2. Employees having been at the employer's disposal for work during the entire month/ payment period are guaranteed a salary for at least 133 or 150 hours, respectively.

In case of absence, the guaranteed monthly salary shall be reduced by the number of hours that the employee is absent.

3. The following absence is equated to time worked:

- Temporary leave with pay,
- union work during paid working hours and
- time when employees are not placed, provided that they have had reasonable cause to decline a placement in accordance with the note to §11.3.2.

4. (Clause moved)

5. A performance pay supplement of 8 or 16 %, respectively, shall be paid for hours actually worked during regular working hours in excess of 133 or 150, respectively.

### **Sick Pay**

6. Sick pay shall be calculated as an average of the earnings during the three preceding calendar months/payment periods in relation to the average actual working hours over and above 133 or 150 hours, respectively. Sick pay is paid at a rate of 80 or 10 %, respectively, of this amount, alternatively at the rate stated in § 10 of the collective agreement for salaries exceeding 7.5 base amounts.

*In the calculation of the average salary, the guaranteed monthly salaries and performance pay for the three preceding calendar months/payment periods shall be added together. The sum is divided by the number of placed and unplaced hours. Salary for time not worked, such as sick pay and holiday pay, shall not be included.*

*The average salary calculated in this manner shall serve as the basis for the sick pay calculation.*

*Sick pay is paid by the hour for eight hours per sick day for full-time employees. For part-time employees it is paid for the average number of working hours per week divided by five.*

*Salary in excess of the salary limit is calculated for 2007 as:*

$$\frac{7.5 \times \text{SEK } 40,300}{12} = \text{SEK } 25\,187.50 \text{ per month}$$

*Eller*

$$\frac{\text{SEK } 7.5 \times 40,300}{12 \times 167} = \text{SEK } 150.82 \text{ per hour}$$

## **Holiday**

7. Holiday reduces the number of hours for which an employee is guaranteed pay and the number of hours that constitute the limit for performance pay. For a full-time employee, each day is deemed to be eight hours, except where otherwise agreed.

Holiday pay and holiday supplements are calculated on the basis of the guaranteed monthly salary. The holiday pay per day is calculated as 4.6 + 0.8 % of the guaranteed monthly salary. An additional holiday supplement of 0.5% shall be calculated on the aggregate earnings in the form of variable salary in accordance with § 9.4. The 0.5 percent shall constitute an additional holiday supplement per holiday day.

In case of a transition from a guaranteed salary for 133 hours to 150 hours, the holiday pay shall be adjusted pro rata in relation to the respective guarantee time during the accrual year.

*Notes:*

*The calculation of holiday pay will change. Holiday pay is calculated in accordance with §9.4.1 from the date referred to in the notes for §9.4.1. The second and third paragraphs in this § will then be deleted.*

## **Care of Children**

8. In case of leave to care for children ("parental leave") and for temporary care for children no salary shall be paid for the hours when the employee is absent. Leave to care for children for an entire day reduces the number of hours for which the employee is guaranteed a salary and the number of hours that constitute the limit for performance pay. For part-time employees, see below. Parental pay is calculated on the average salary constituting the basis for sick pay (see item 6 above).

## **Part-time employees**

9. Part-time employees work the proportion of the full-time weekly working hours that corresponds to his or her working hours. The salary is calculated in the same manner as for full-time employees.

10. Part-time employees with working hours of less than 133 or 150 hours per month, respectively, are guaranteed a salary for the time corresponding to the working hours. Compensation for extra hours for part-time employees for any hours worked in addition to the daily regular working hours shall be calculated in accordance with § 4.4.1 in the collective agreement. In case of work in excess of 133 or 150 hours, respectively, no extra hours compensation for part-time employees shall be paid; instead performance pay shall be paid in the same manner as for full-time employees.

### **Overtime**

11. Overtime compensation and compensation for excess extra hours for part-time employees shall not be paid at the same time as performance pay. Overtime compensation is calculated in accordance with § 4.3.2 in the collective agreement on the basis of the relevant monthly salary increased by the numbers stated there.

### **Work for Part of a Month**

12. A person employed for part of a month shall receive a salary and any performance pay for hours worked during the month.

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