

Parties' intent

Declaration of intent between LO unions (the Swedish Trade Union Confederation) and the Competence Agencies of Sweden

The staffing agreement is an agreement area in the Swedish labour market and is governed according to principles equivalent to those in other industries.

The staffing industry is in a phase of development. Many outside factors affect conditions in the industry. Against that background, the parties agree as to their shared responsibility for developing the rules that affect their activities and create good conditions for the industry's employees.

Among customers, there is a growing need for flexible staffing solutions in the labour market. On that basis, the parties agree that the staffing industry fulfils an important role in meeting this need in both the short and the long term.

The parties have a responsibility to ensure good conditions and a strong competitive position for the companies, as well as to maintain good conditions for employees in the form of development and job security.

The parties agree that the industry will develop best when competitive conditions are equal, with clear rules exist that support good order.

The parties agree as to the importance of effective co-operation in companies at local level. The parties consider that a high level of organisational affiliation for both companies and employees is a positive factor.

The parties agree that this agreement will both contribute to competition on equal terms between companies in the industry and ensure equality of conditions between outplaced workers and established employees at customer companies.

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Section 1

Scope and entry into force

§ 1 Area of application of the agreement – entry into force

Collective bargaining agreement between the Competence Agencies of Sweden and all unions affiliated to the Swedish Trade Union Confederation (LO), applying to companies conducting business in these unions' areas of activity.

Subs. 1 Area of application etc.

This agreement applies to companies that provide staffing (outplacement) services (staffing agencies) and that are members of the Competence Agencies of Sweden, as well as to their employees when they perform work for which any of the employee unions has the right negotiate.

With the exception of the conditions stated in Section 5 §§ 10–18 and Section 6 §§ 19–22 of this agreement, the following shall apply:

During the period of outplacement the employee shall be subject to the applicable national agreement governing wages and general conditions of employment that apply at any one time to the particular work at the customer.

Paragraphs 10–22 shall apply at all times, irrespective of whether the employee is outplaced or not. During the period of outplacement, the customer's national agreement regarding wages and general employment conditions shall apply. However, the wages shall be calculated in accordance with the rules stated in § 4.

Comment:

This agreement does not apply when the work is performed on a sub-contract basis.

The Swedish Electricians' Union's collective bargaining agreement is exempt in the agreement with effect from no later than 1 September 2015, inclusive.

Subs. 2 Entry into force

This collective bargaining agreement applies to employees at companies that have acceded to it.

Staffing companies affiliated to the Competence Agencies of Sweden shall accede to this agreement as of the first day of the month after a written request has been submitted by any of the parties to the agreement (accession).

A request may be submitted by the Competence Agencies of Sweden to the LO union that is entitled to negotiate in the area in which the company is engaged in business, or by the LO union in whose area the staffing agency conducts business, to the Competence Agencies of Sweden.

On accession, the staffing agency is bound by the collective bargaining agreement applying to all the employee unions covered by this agreement. After accession is completed, one of the unions shall be appointed as the union with central responsibility in relation to the Competence Agencies of Sweden and the staffing agency concerned. Such representation etc. is governed by Appendix 1 to this agreement.

On accession, any and all existing collective bargaining agreements made directly between the company and the unions shall be cancelled.

§ 2 Supervision of work – right of association

Subs. 1 Supervision and allocation of work

Subject to compliance with laws and regulations and the provisions of this agreement, the employer is entitled to supervise and allocate the work, to freely hire and dismiss employees and to hire employees irrespective of whether they are union members or not.

Subs. 2 Right of association

The right of association shall be not be violated by any party.

Comment:

The employer may, without violating the right of association, require a supervisor not to be a member of the same union as the workers.

Subs. 3 Neutrality

Employees are not permitted to perform work for a customer who is subject to strike action by a union.

Section 2

Employment and obligation to work

§ 3 Employment

Subs. 1 Types of employment

Replacing §§ 5 and 6 in the Swedish Employment Protection Act “LAS”, the following shall apply:

Employment is until further notice unless otherwise agreed, as below:

The employer and the employee may agree on employment for a fixed term. Any such employment agreement shall be made in writing and the term may not exceed 6 months; however, the agreement may have a term of 12 months subject to approval by the local union organisation.

New fixed-term employment, as above, may be agreed after 6 months from the end of the most recent fixed-term employment, or earlier subject to local agreement.

Agreement on fixed-term employment may be reached with any person who is a student or who is retired by contract or is in receipt of a retirement pension. Students are required to provide verification in writing that they are students.

On specific request by an employee, fixed-term employment may be agreed in order to offer the possibility of recurrent short periods of employment. This applies to employees with another principal occupation who wish to take on temporary extra work.

Comment:

If the union organisation considers that this provision is being abused, it is entitled to convene local or central negotiations regarding the matter. If the dispute is not resolved, an agreement with the local union organisation will in future be needed for the company to which the dispute relates.

As stated in the Understanding, Appendix 4, anyone granted sickness benefit – regardless of the extent of the benefit – may be considered for employment as provided for in the sixth paragraph (other principal occupation).

Fixed-term employment may be terminated prematurely subject to a mutual notice period of 14 days.

In addition, a statutory agreement may be entered into for substitute positions, trainee positions, vacation work and by reason of service pursuant to the Swedish National Total Defence Service Act.

Subs. 2 Length of working hours

Employment at a staffing agency is full time.

Part-time employment is permitted by local agreement with the central union responsible or with the local branch responsible/local union organisation if such has been appointed. The working hours per week shall be specified in the certificate of employment. The organisation/scheduling of the working hours shall be stipulated for the employee.

Subs. 3 Certificate of employment

The employer shall, no later than at the time the employee takes up employment, provide the employee with a certificate of employment in accordance with § 6c of LAS.

A copy of the certificate, accompanied by a separate certificate confirming other principal occupation or studying, shall be sent to the nearest branch of the union responsible.

Subs. 4 Recurrent short periods of employment

Companies with many fixed-term employees may, instead of specifically reporting each employment to the local union organisation, reach an agreement as follows. Such agreements shall be entered into unless particular reasons require otherwise.

1. The duration of recurrent short periods of employment shall be determined at the time the agreement on employment conditions is concluded with the employee. This period shall not exceed six months.
2. The company shall without delay report the employment conditions agreed with the employee to the trade union concerned.
3. At the end of the agreement term, the company shall report the extent of the fixed-term employments to the union organisation concerned.

Subs. 5 Availability

At the time of hiring, the issue of availability shall be established in writing and set down in the certificate of employment. This shall be done on the

basis of the particular conditions of each office. Availability shall be understood as that the employee must be contactable.

Availability shall be determined so as not to restrict the employee's freedom of movement more than necessary, and shall amount to no more than nine consecutive hours per day over five days per week. Wherever possible, technical aids shall be used.

Before each new outplacement, the employer shall inform the employee about the conditions of employment, work and the work environment that are current at the customer.

Subs. 6 Area of service and obligation to work

At the time of hiring, the area of service shall be stipulated in writing in the certificate of employment. In each individual case, account shall be taken of what travel and commuting distances are considered as normal, based on normally operating means of transportation in the region.

The area of service shall be defined as a geographical area by a listing of municipalities and postal and telephone area codes on a map or the like. The area of service shall not be so large that the journey from the staffing agency's office to the workplace is further than 75 kilometres.

Following negotiations, the union may terminate the company's right to establish the area of service for the employees covered by the negotiations. Before the negotiations, what is regarded in each individual case as normal travel and commuting distances, based on normally operating means of transportation in the region, shall be taken into account. If no agreement can be reached, the primary municipality, or the metropolitan areas of Stockholm, Gothenburg and Malmö plus adjacent municipalities, shall be the area of service for the employees concerned.

Subs. 7 Operating unit

The office where the employee is employed shall be regarded as the operating unit as defined in §§ 22, 25 and 25a of LAS.

Subs. 8 Termination of employment without notice

Employees who terminate their employment without giving notice forfeit any funds that are due for the portion of the notice period that was not observed, although any such amount is not to exceed an amount equal to the hourly guarantee for 14 days.

Comment:

Note that a “subsistence minimum” must be obtained from the Swedish Enforcement Authority (Kronofogden) in the county of residence of the employee.

Subs. 9 Priority right for re-employment

A priority right for re-employment does not apply in the case of fixed-term employment with a duration of no more than 14 calendar days. However, a priority right does apply if several consecutive employments together totalling more than 14 calendar days are entered into.

Section 3

Wages and other compensation

§. 4 Wages and other compensation during period of outplacement

Subs. 1 Wages and general employment conditions

During the period of outplacement, the national agreement valid at any one time on wages and general employment conditions for the employee and for the work performed for the customer, shall apply.

However, the provisions of § 4 subs. 1–5 shall apply to wages and the provisions set forth in §§ 10–22 in this agreement shall apply to certain employment conditions.

This means that §§ 10–22 shall always be applied, regardless of whether the employee is outplaced or not. During the period of outplacement, the customer's national agreement regarding wages and general employment conditions shall apply. However, the wages shall be calculated in accordance with the rules stated in § 4.

Subs. 2 Main rule; Wages during period of outplacement

Hourly/monthly wages will be paid at a level corresponding to the average level of earnings (T+P) for comparable groups at the customer. P stands for performance pay, piecework pay, pay incentives, bonuses and commission. Payments shall not fall short of the guarantee specified in § 5 subs. 2.

Variable wage components (P), calculated in arrears and with a calculation period not exceeding twelve months, shall be based on the most recently known measurement period, unless otherwise agreed by the local parties.

If this should produce a misleading result, the local parties may agree on a different measurement period.

Comment:

Guidelines for determining precise T+P for comparable groups. What is a comparable group shall be based on work organisational or clear occupational criteria at the customer company, with the aim of ensuring that the staffing agency pays “neutral wages”. In determining a reference object, a strictly defined workplace/business area should constitute a unit.

If within a unit different occupational categories operate with clear differences in terms of tasks, authority and wage-setting, a relevant occupational group within the unit shall constitute the comparable group.

Subs. 3 Alternative rule; Agreement on level of earnings

A customer company may call for negotiations in relation to the local union organisation at the customer company with the aim of reaching an agreement on the level of earnings for outsourced personnel. The object is to ensure that the staffing agency pays “neutral wages” in accordance with the main rule.

Such an agreement shall include provisions specifying the time and the work to which the agreement applies.

An agreement between the customer company and the local union organisation at the customer company on the level of earnings for outsourced personnel shall be confirmed by the branch of the local union organisation.

The staffing agency and the central union responsible, or the local branch responsible/local union organisation if such has been appointed, will establish this agreement in a local agreement. When this has been done, the agreed level of earnings satisfies the provisions of § 4 Subs. 2. The local agreement shall be reviewed when a new national agreement is entered into and/or a pay review has been carried out at the customer company.

If conditions alter significantly or if the conditions have ceased to apply, the agreement on level of earnings may be terminated at one month’s notice.

Subs. 4 Special rule; Compensation for short-term outplacement

In the case of outplacements not exceeding 10 working days and comprising no more than 20 persons, the employee’s most recent average earnings (T+P) over the most recent known three-month period shall be paid, subject, however, to a minimum of the guarantee specified in § 5, subs. 2, together with supplements and compensation in accordance with the relevant national agreement.

The above shall not apply if similar tasks have been performed at the customer (workplace) during the immediately preceding 12-month period.

Subs. 5 Compensation for local deviation from working hours agreement

If a local agreement as to deviation from the working hours provisions has been entered into with the customer and this has resulted in compensation (time or money), the equivalent shall be paid to the employees in accordance with this agreement. However, this does not apply if the compensation is included in the average level of earnings (T+P).

§ 5 Wages during period of non-outplacement and guaranteed wages

Subs. 1 Wages during period of non-outplacement

During the time that the employee has not been placed but is working or participating in required training, compensation per hour corresponding to the guarantee specified in § 5 subs. 2 shall be paid.

Subs. 2 Main rule; Guarantee

During any period in which the employee is not placed or does not receive wages as specified in § 5 subs. 1, a guarantee per hour is paid, as follows:

As of 1 May 2022, inclusive

- SEK 123.76 for qualified skilled workers
- SEK 117.03 for other workers.

Calculation of the guarantee is based on the actual hours worked during the calendar month. The guarantee is paid for no more than 8 hours per day.

Subs. 3 Supplementary rule; Guarantee for days when outplacement is made for the same day

In the case of days when an outplacement is made for the same day, compensation is paid in accordance with the guarantee specified in § 5 subs. 2 from the beginning of the period of availability until the time at which notification of outplacement is made, regardless of the actual hours worked in the calendar month. Payment is only made for full half-hours.

Comment:

The rule is applied as of 1 January 2017.

Subs. 4 Right to decline outplacement with retention of employment benefits

In exceptional circumstances, such as extremely long travelling times, that are not attributable to the employee himself/herself, including lack of means of transport, serious medical problems such as allergies, or if the employee has been subject to harassment at a previous customer, the employee may decline an offered placement but retain employment benefits. An assessment must be made in each individual case. In case of medical problems the employer may request that the problem be verified by a medical certificate.

Subs. 5 Supplement for work during inconvenient working hours

A supplement shall be paid for work during inconvenient working hours as follows:

As of 1 December 2020, inclusive

Monday–Friday	18.00–23.00	SEK 23.55
Monday–Friday	23.00–07.00	SEK 47.17
Saturday, Midsummer’s Eve, Christmas Eve and New Year’s Eve; Sundays and public holidays	00.00–24.00	SEK 94.31

As of 1 May 2022, inclusive

Monday–Friday	18.00–23.00	SEK 24.07
Monday–Friday	23.00–07.00	SEK 48.22
Saturday, Midsummer’s Eve, Christmas Eve and New Year’s Eve; Sundays and public holidays	00.00–24.00	SEK 96.40

Subs. 6 Overtime and overtime compensation

Overtime shall be understood as all time when the employee is not outplaced but is working or undergoing required training in excess of the applicable full-time working hours measure.

For each overtime hour worked between 06.00 and 20.00 on Mondays–Fridays that are not public holidays, the employer shall pay:

$$\frac{\text{Hourly wage} \times 174}{94}$$

At other times

$$\frac{\text{Hourly wage} \times 174}{72}$$

For monthly-paid employees, overtime pay will be calculated as follows:

$$\frac{\text{Monthly wage}}{94}$$

and

$$\frac{\text{Monthly wage}}{72}$$

The compensations above include vacation pay.

Only full half-hours will be included in the calculation.

By agreement, overtime work may also be compensated for by compensatory leave, with each overtime hour on business days between 06.00 and 20.00 being paid for as 1.5 hours and each overtime hour during other hours being paid for as 2 hours.

§ 6 (Deleted 30 April 2013)

Section 4 Working hours

§ 7 Scope of the agreement

The rules of the collective bargaining agreement replace the Swedish Working Hours Act (SFS 1982:673) in its entirety.

The parties agree that the rules of the collective bargaining agreement are within the scope of the Council's directive 2003/88/EC, which aims to provide security and health in the scheduling of working hours.

§ 8 Working hours

Subs. 1 Working hours during period of outplacement

At all times when the employee is outplaced, the provisions on working hours at the workplace in question shall apply. The working hours shall be scheduled according to what is applicable for the corresponding occupational categories at the customer.

In cases where the customer's business, either under the law or collective bargaining agreement, is entirely or partly excluded from the ban on night-time working, similar tasks performed by the outplaced employees shall also be excluded.

Subs. 2 Working hours during period of non-outplacement

Regular working hours for full-time employees are 40 hours per working week without public holidays on average per 4-week period. With local agreement, longer periods may apply.

During periods when the employee is not outplaced, the regular working and training hours are to be scheduled between 07.00 and 17.00, unless otherwise agreed between the employer and the local union organisation.

§ 9 Provisions on working hours

The following rules shall apply when the employee is working in the staffing agency, between outplacements and when working at a customer company without a collective bargaining agreement.

Subs. 1 Daily rest

Every employee shall have at least 11 hours of continuous rest per 24-hour period (daily rest).

Subs. 2 Weekly rest

Every employee shall have a non-working period of no less than 36 hours in every seven-day period (weekly rest).

The weekly rest shall be scheduled as close as possible to the end of the week.

Subs. 3 Aggregate working hours

The aggregate working hours over each period of seven days may not exceed 48 hours on average over a calculation period of 12 months. The aggregate working hours shall include regular working hours, overtime hours and on-call hours.

When calculating the aggregate working hours, periods of annual paid vacation and sick leave shall be included in the calculation of maximum working hours.

Subs. 4 Work breaks and meal breaks

Work breaks shall be scheduled so the employee does not work for more than six hours consecutively. The term work break shall be understood as a break in daily working hours during which the employee is not required to remain at the workplace. The employer shall state in advance the duration and scheduling of work breaks as precisely as circumstances allow.

Work breaks may be swapped for meal breaks at the workplace. Such meal breaks are included in working hours.

Subs. 5 Pauses in work

The employer shall arrange work such that employees can take necessary pauses in work in addition to work breaks. If working conditions so require, special work pauses may be scheduled instead. Pauses are included in working hours.

Subs. 6 Night-time rest

All employees shall have time off for night-time rest. This time off shall include the time between 24.00 and 05.00.

Deviations from the first paragraph are permitted, if the work, in view of its nature, the needs of the general public or other particular circumstances, has to be performed between 24.00 and 05.00.

Deviations are permitted if in agreement with the local branch of the central union responsible, or the local branch/local union responsible, if such has been appointed.

Subs. 7 Regular working hours for night-time working

The regular working hours for night-time working shall not on average exceed eight hours per 24-hour period, over a calculation period of 12 months.

Comment:

- 1. If the weekly rest is scheduled within the calculation period, the weekly rest shall not be included when calculating the average. Periods of annual paid vacation and sick leave shall be neutral when calculating the average working hours.*
- 2. It is the intention of the parties that the length of the calculation period shall not be applied such that it leads to an extension of working hours, where extremely long work periods without sufficient intervening rest periods are scheduled over a long period.*

Subs. 8 Night-time work that involves particular risks

Night-time workers whose work involves particular risks or major mental endeavour may not work for more than eight hours within a 24-hour period, when working at night.

Subs. 9 Overtime

The term overtime shall be understood as working hours in excess of regular daily working hours and on-call hours. If different regular daily working hours or on-call hours apply under a collective bargaining agreement, the term overtime shall instead be understood as meaning such working time as exceeds regular working hours and on-call hours according to the agreement or the consent given.

In calculating overtime, compensatory leave and other leave scheduled during the employee's regular working hours or on-call hours shall be equated with regular working hours worked and on-call hours.

Subs. 10 Maximum overtime

When there is a particular need for increased working hours, overtime of no more than 48 hours over a period of four weeks or no more than 50

hours over a calendar month, but no more than 200 hours over a calendar year (general overtime) may be worked.

Subs. 11 Overtime records, etc.

The employer shall keep records of on-call hours, overtime and extra hours for part-time employees. Employees are entitled to consult the records, either themselves or through a representative. The unions have the same right.

Subs. 12 Notes on scheduling

Employers shall without delay notify employees of any change in the scheduling of regular working hour and on-call hours.

In the event of any change in working hours from daytime to shift/night-time working or vice versa, notice shall be given no less than five days in advance.

Particular attention shall be paid to significantly changed scheduling of working hours involving major inconvenience for the employee with regard to child care or similar.

Subs. 13 Exceptions

The employer and the local union organisation may enter into an agreement to deviate from the rules stated in subs. 1, 2, 3, 4 and 7, on the condition that the employees are provided with corresponding rest periods as specified in the rules below on scheduling of rest periods.

Temporary deviations are also permitted, if owing to any particular condition that the employer has not been able to foresee, for example unplanned change in shift or overtime work, provided that the employee is allowed a corresponding rest period.

If a corresponding rest period cannot be provided within seven calendar days, the employer and the administratively responsible local union branch shall reach an agreement on other appropriate protection.

If the employer schedules the corresponding rest period to regular working hours, the wages paid shall correspond to average T + P for these hours, which otherwise would have been regular working hours.

If for objective reasons the employer is unable to provide the corresponding rest period as specified in the first–third paragraphs, in

connection with the working hours that interrupted the rest period, the corresponding rest period shall be scheduled within seven calendar days.

Notes:

- 1. Other appropriate protection does not include financial compensation.*
- 2. In the event of the introduction of a new Working Hours Act or a significant amendment of the current Act the parties shall enter into negotiations as to any amendments to §§ 7–9.*

Section 5

Joint rules

§ 10 Sections in agreement

§§ 10–22 shall in all circumstances apply, regardless of whether the employee is outplaced or not. During the outplacement, the customer’s national agreement on wages and general employment conditions shall apply. However, the wages shall be calculated in accordance with the rules stated in § 4. In the case of monthly-paid employees, the rules on deduction of pay due to absence and sick pay apply as specified in § 14.

§ 11 Public holiday pay

Subs. 1 Right to public holiday pay

Employees shall be entitled to public holiday pay in the case of permanent employment and fixed-term employment of more than three months. For the employee to be entitled to public holiday pay, the employment must continue after the holiday.

Employees shall not be entitled to public holiday pay if they are paid by the week or longer unit of time.

If a public holiday falls during a vacation, employees shall be entitled to public holiday pay on the terms set forth above. During other leave, employees shall be entitled to public holiday pay on the condition that the leave does not exceed four weeks.

Employees who during leave exceeding four weeks are offered work in connection with a public holiday will not be entitled to pay on the public holiday.

Employees shall not be entitled to pay on a public holiday if absent without a valid reason during all or part of a working day immediately before or after the public holiday. Moreover, there shall be no entitlement to pay on a public holiday in case of absence without a valid reason during the public holiday where employees with regular working hours during the holiday are concerned. In the event of vacation and other leave the above-mentioned days shall be staggered correspondingly.

Subs. 2 Days for which there is a public holiday pay entitlement

There shall be an entitlement for pay on the following public holidays:

New Year's Day, Epiphany, Good Friday, Easter Monday, 1 May, Ascension Day, National Day, Midsummer Eve, Christmas Eve, Christmas Day, Boxing Day and New Year's Eve.

This shall apply provided that the day falls on a day other than a Saturday or a Sunday.

There is no entitlement to public holiday pay for days for which the employee has received or has been entitled to receive any social insurance benefit.

If in connection with study leave, the employee receives state or municipal study grants for days on which he/she would be entitled to public holiday pay, the public holiday pay shall be reduced by the corresponding amount.

Subs. 3 Public holiday pay amount

Public holiday pay shall consist of the employee's personal pay multiplied by the number of regular working hours per week, divided by 5.0.

Public holiday pay per day shall, after any transition from full-time to part-time work or vice versa, be calculated as follows. The employee's personal wages multiplied by 5.0 divided by the number of regular average working hours per week that applied for the employee in the period immediately preceding the public holiday concerned.

Comment:

Employees engaged on 1 May 2013 or later are entitled to the public holiday pay Guarantee as specified in § 5 subs. 2, multiplied by the number of regular working hours per week divided by 5.0.

Subs. 4 Payment of public holiday pay

Public holiday pay shall be paid on the payday for the pay period in which the first working day after the holiday occurs.

§ 12 Sick pay and parental pay

Subs. 1 Right to sick pay

Sick pay shall be paid in accordance with the Swedish Sick Pay Act for wages the employee has lost on account of sick leave.

In the case of absence on account of sickness, accident or occupational injury, the employee shall immediately notify the employer. The employee

is not entitled to sick pay for any time before such notification has been made.

The employee shall, at the earliest opportunity, inform the employer when he/she expects to be able to return to work. Such notice shall be given no later than the day before the return to work. The same shall apply if the employee is incapacitated owing to accident or occupational injury.

The employee shall provide the employer with verification in writing of having been ill, details of the extent to which the employee's working capacity was reduced because of the illness and the days during which the employee would have worked.

In case of absence for more than seven days, the employee is required under the Swedish Sick Pay Act to present a medical certificate.

If the employer so requests, the employee shall verify the sickness with a medical certificate from an earlier day. The cost of such a certificate shall be defrayed by the employer. If the employer has requested the certificate from a specific doctor, the employer is not required to reimburse the cost of a certificate from another doctor.

Subs. 2 Parental pay

The provisions regarding parental pay in the collective bargaining agreement were on 1 January 2014 replaced by the provisions of Supplemental Parental Benefit Insurance (FPT). See § 20 subs. 1.

§ 13 Calculation of sick pay for employees paid by the hour

Subs. 1 Calculation of sick pay

Sick pay shall be paid for the time when the employee would have worked during regular working hours if he/she had not been ill.

The qualifying period without entitlement to sick pay corresponds to 20% of average weekly working hours. Average weekly working hours for full-time and part-time employees shall be understood as the weekly working time in hours for a regular week without public holidays.

In the case of a full-time employee, the average working time is 40 hours per week without public holidays. Sick pay is paid out over the sickness period for the period after the qualifying period and up to and including the 14th calendar day, in an amount corresponding to 80% of the employee's

average hourly earnings. In the case of employees with only hourly wages, sick pay shall be 80% of these hourly wages.

In addition, from the qualifying period and up to and including the 14th calendar day of the sick pay period, sick pay shall be paid in the amount of 80% of other wage components and compensation that represent compensation for regular working hours.

A new sickness period that starts within 5 calendar days from the end of an earlier sickness period shall be deemed as a continuation of the earlier sickness period. This means that a qualifying period may still need to be observed for up to 20% of average weekly working hours in the continued sickness period.

§ 14 Calculation of wage deduction in case of absence, sickness and parental pay for monthly-paid employees

Subs. 1 Calculation of wage deduction during absence

When the employee is absent for at least one day on unpaid leave of absence, a deduction from wages shall, if the employee is monthly-paid, be made as follows:

- Over a period of not more than 5 (6)* working days, a deduction of 1/21st (1/25th)* of the monthly wages is made for each working day
- Over a period exceeding 5 (6)* working days, a deduction amounting to the daily wage for each day on leave is made. This also applies to the employee's non-working business days, Sundays and public holidays.

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

- In the case of absence for part of a day the deduction shall be

$$\frac{\text{Monthly wage per hour}}{174}$$

* Figure in parentheses applies to six-day weeks.

Subs. 2 Calculation of wage deduction in event of illness

For each hour that an employee is absent due to illness, an hourly sick pay deduction shall be made from the monthly wage as shown below. Monthly wage refers to the fixed monthly wage in cash including fixed supplements.

For sickness absence of up to 20% of average weekly working hours (qualifying period) in the sickness period	$\frac{\text{Monthly wage} \times 12}{52 \times \text{weekly working hours}}$
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For sickness absence exceeding 20% of average weekly working hours up to an including day 14 of the sickness period	$\frac{20\% \times \text{monthly wage} \times 12}{52 \times \text{weekly working hours}}$
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In addition, employees are entitled to sick pay, after the qualifying period, amounting to 80% of other wage components and compensation representing compensation for regular working hours.

Average weekly working hours for full-time and part-time employees shall be understood as the weekly working time in hours for a regular week without public holidays. In the case of a full-time employee, the average working time is 40 hours per week without public holidays.

A new sickness period that starts within 5 calendar days from the end of an earlier sickness period shall be regarded as a continuation of the earlier sickness period. This means that a qualifying period deduction may still need to be made for up to 20% of average weekly working hours in the continued sickness period.

Sickness exceeding 14 calendar days. Deductions as of the 15th calendar day

A deduction shall be made for each calendar day of absence of:

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

If absence subject to deductions per calendar day lasts a whole calendar month, the entire monthly wage shall instead be deducted.

§ 15 Travel and per diem allowances

Subs. 1 Compensation

For business trips, travel and per diem allowances shall be paid at the normal amounts recommended from time to time by the Swedish Tax Agency.

Subs. 2 Calculation of travel time

Travel time entitling to compensation shall be understood as the time during a business trip that is spent in actual travelling to the destination. Travel time falling within the employee's regular daily working hours is regarded as working time. Therefore, only business travel outside the employee's regular working hours shall be included in the calculation of travel time.

Only full half-hours shall be included in the calculation of the travel time. If the employer has paid for sleeping accommodation on a train or a ferry during the trip or part thereof, the time between 22.00 – 08.00 shall not be included.

Normal time spent when the employee himself/herself is driving a car or other vehicle during the business trip shall also be considered travel time, regardless of whether or not the vehicle belongs to the employer.

The business trip shall be considered as started and ended as specified in the provisions that apply to the calculation of per diem allowances or equivalent at each company.

Subs. 3 Amount of travel time compensation

The travel time compensation paid per hour shall equate to 72.5% of the allowance as specified in § 5 subs. 2, except when the trip has been made between 18.00 on a Friday and 06.00 on a Monday, or between 18.00 on a day before the eve of a non-working public holiday or public holiday and 06.00 on the day after holiday, in which case the compensation shall be 91.6% of the allowance specified in § 5 Subs. 2. In the case of monthly-paid employees, the hourly wage is 1/174th of the employee's fixed monthly wage in cash, including any piecework compensation.

The compensations above include vacation pay.

Compensation for travel time shall be paid for no more than 6 hours per calendar day.

§ 16 Payment of wages

Wages shall be paid at least once per calendar month in arrears unless otherwise agreed locally.

§ 17 Brief leave with pay

Brief leave with pay shall be understood as a short period of leave for one day at the most, with no loss of wages. In the event of a close relative's funeral, the leave may also include any days of travel necessary.

Brief leave with pay may be granted in the following cases:

- own wedding
- own 50th birthday
- first time visit to doctor or dentist in case of emergency treatment for illness or accident
- visit to medical facility with a letter of referral from company doctor or other doctor nominated by the employer. If the doctor to whom the employee has been referred prescribes a further visit, leave is granted for up to three such return visits
- death of a close relative
- funeral, interment or inurnment of close relative
- sudden serious illness of close relative living at home or of children not living at home and for whom the employee has maintenance obligations under law, although not in such cases where the employee is entitled to temporary parental benefit

Close relative shall be understood to mean spouse, registered partner, co-habitee in relationship similar to marriage, children, grandchildren, siblings, parents, parents-in-law and grandparents.

§ 18 Vacation

Vacation entitlement is granted under the law. Vacation pay and vacation compensation shall be paid in the amount of 13.3% of the holiday pay base.

Employees hired after 1 May 2013 are entitled to vacation pay and vacation compensation calculated at 13% of the vacation pay base.

Section 6

Other rights and obligations

§ 19 Responsibility for the work environment

The staffing agency shall take steps to ensure the customer takes, and provides information about, the safety measures required for working within the customer's area and observes in particular Ch. 3 §§ 6, 7 and subs. 12 and Ch. 6 § 10 of the Swedish Work Environment Act (AML) and § 4 of the Swedish Work Environment Ordinance (AMF).

The staffing agency is responsible for any necessary rehabilitation measures among its employees.

§ 20 Labour market insurance and miscellaneous

Subs. 1 Labour market insurance

The employer is obliged to contract and maintain AFA insurance plans

1. SAF–LO Collective Pension
2. Occupational Group Life Insurance (TGL)
3. Redundancy Insurance (AGB)
4. Group Sickness Insurance (AGS)
5. Security Insurance for Work-Related Injuries (TFA)
6. Supplementary Parental Benefit Insurance (FPT)

as specified in the agreements in effect at any time between the Confederation of Swedish Enterprise and LO/PTK.

These obligations also apply during periods when the employer does not have any employees.

Subs. 2 Miscellaneous

The Development Agreement between the Swedish Employers Confederation and LO/PTK of 15 April 1982 shall apply in this agreement area. The Career Adjustment Support Insurance of the Confederation of Swedish Enterprise–LO of 24 February 2004 shall apply in this agreement area.

§ 21 Continuing competence development

An agreement on continuing competence development for the employees of the Competence Agencies of Sweden has been entered into, as in Appendix 3.

§ 22 Employment at the customer

Having observed the notice period for termination, the employee is under no restriction to take employment at any time with the customer.

Section 7

Negotiation procedure

§ 23 Negotiation procedure

Regarding the position of the parties, see Appendix 1.

Subs. 1 Limitation of negotiation

If a party wishes to claim damages or other fulfilment under the law, collective bargaining agreement or individual agreement, the party shall call for negotiations within four months from when the party became aware of the circumstances upon which the request is based. The negotiation must, however, be requested within no later than two years of the occurrence of such circumstance.

If a party does not request negotiations within the prescribed time, that party shall lose its right to negotiations.

Subs. 2 Local negotiations

Negotiations shall in the first instance take place between the local parties (the employer and the local union organisation at the employer's).

Negotiations shall commence at the earliest opportunity and no later than within two weeks from the day when they were requested, unless the parties have otherwise agreed.

Subs. 3 Central negotiations

After local negotiations are concluded, any party wishing to pursue the matter further shall refer the matter for central negotiations.

Any request for central negotiations shall be made in writing to the other party's organisation within two months from the day on which the local negotiations are concluded. A party failing to do so loses the right to negotiations.

Central negotiations shall commence at the earliest opportunity, and no later than three weeks from the day on which the request is made, unless the parties have otherwise agreed.

Subs. 4 Legal settlement

If a legal dispute concerning the law, a collective bargaining agreement or an individual agreement has been the subject of central negotiations

without being resolved, a party may refer the dispute for legal settlement within three months from the day when central negotiations are concluded. A party who fails to do so loses the right to bring court proceedings.

The parties have reached an agreement that disputes shall be referred to the Staffing Agencies Conciliation Board before proceedings are initiated in court, Appendix 2.

In case of disputes in accordance with § 4 or when the resolution of the dispute is deemed to be dependent on testimony by a representative of the customer company, the dispute shall be resolved by arbitration under the terms of the Swedish Arbitration Act unless the parties have otherwise agreed.

Note

If an issue in dispute is based on the Swedish Employment Protection Act, the time limits set out in the act shall apply instead of the time limits in this negotiation procedure. This negotiation procedure does not affect the rules concerning time limits and the duty of the employer to request negotiations according to §§ 34, 35 and 37 of the Swedish Employment (Co-Determination in the Workplace) Act.

§ 24 Term

This Agreement applies from 1 December 2020, inclusive, to 30 April 2023, inclusive. Thereafter, it shall remain in effect subject to a mutual 7-day notice period for termination.

Note

The parties are jointly entitled to termination unless otherwise agreed.

Stockholm, 17 December 2020

Competence Agencies of Sweden Parties representing the employees
Anna Vargö Kent Ackholt

Appendix 1

Agreement on position of the parties

Subs. 1

The employee shall be represented by the employee union of which he or she is a member (member union). The employee may instead be represented by another employee union, subject to the provision of a power of attorney by the member union.

Subs. 2

Employees at a staffing agency are represented at central level by the union with central responsibility, and at local level by the branch/local union organisation with local responsibility:

- in negotiations under § 11 of the Swedish Employment (Co-Determination in the Workplace) Act [“MBL”], and if agreement is not reached in these negotiations, pursuant to § 14 MBL
- in performance of the duty of disclosure under §§ 19-22 MBL.
- in negotiations under §§ 38 and 39 MBL regarding sub-contracting or outsourcing of temporary staff by the staffing agency
- via the branch/local union organisation with local responsibility, in appointing a union fiduciary representative in accordance with the Swedish Trade Union Representatives (Status at the Workplace) Act
- via the branch/local union organisation with local responsibility, in appointing a safety representative and members of a safety committee as required by the Swedish Work Environment Act
- via the union with responsibility at central level, in deciding on the introduction of board representation for the employees and appointing members.

Subs. 3

On receiving a request for accession, the LO unions shall appoint one of the unions to be the union responsible at central level. The union with responsibility at central level shall be appointed on the basis of the company’s main area of business.

The union with responsibility at central level is the union that represents all contracting parties at central level on issues as specified in subs. 2. In negotiations, the union with responsibility at central level may issue a power of attorney to another union to represent it in the negotiation of these issues.

In cases where an issue as referred to in subs. 2 only concerns the local branch of the staffing agency or stated area of responsibility where a union other than the union with central responsibility is the branch/local union organisation with local responsibility, the latter union is the central party.

Where an issue as referred to in subs. 2 concerns several local branches or areas of responsibility where different unions are branches/local union organisations with local responsibility, all contracting parties at local and central level are represented by the union with central responsibility.

The employees' unions may change their union with central responsibility. Via the Swedish Trade Union Confederation (LO), the LO unions shall notify the Competence Agencies of Sweden in writing and the staffing agency concerned when such a change has taken place. The newly appointed union is the union with central responsibility from the first day of the month after notice has reached the Swedish Staffing Agencies and until further notice.

The staffing agency concerned shall provide the requisite information to the unions about the staffing agency's main activities within the LO unions' agreement areas and the number of employees in the various business areas, in order to support the decision of the employee unions regarding the union with central responsibility.

Subs. 4

The starting-point is that the branch/local union organisation with local responsibility for the staffing agency's local branch is the local union organisation of the union with central responsibility.

The employee unions may also appoint one or several other branches/local union organisations with local responsibility. Before any decision is taken to appoint one or several other branches/local union organisations with local responsibility, the employer must be notified. At the appointment of a branch/local union organisation, an area of responsibility shall be stated. The area of responsibility determines the area of validity for local agreements that are entered into by the branch/local union organisation with local responsibility. Via the Swedish Trade Union Confederation (LO), the LO unions shall notify the Competence Agencies of Sweden in writing and the staffing agency concerned when such a change has taken place. The change is effective from the first day in the month after the Competence Agencies of Sweden has received the notification and until further notice.

The branch/local union organisation with local responsibility does not need to be a branch or local union organisation within the union with central responsibility. Furthermore, several may be appointed at a staffing agency. These, too, may be affiliated to different federations.

Subs. 5

In the event of a dispute with a party covered by this collective bargaining agreement concerning more than one contracting union, the amount of damages awarded may not be higher than would have been ordered if the agreement had been reached with one union. If a dispute has been settled definitively, no further legal proceedings may be commenced that relate to the same matter.

Note

It is noted that the employees' unions have between themselves entered into a reciprocal agreement on consultation etc. The employees' unions have the right to decide on the issue of right of presence at negotiations.

Appendix 2

Staffing Agencies Conciliation Board

The contracting parties to the collective bargaining agreement have agreed to seek to resolve through consensus any disputes that may arise. It is incumbent on all parties to promote the development of the Staffing Agreement into an effective agreement in order to create profitable companies with good working conditions and effective security of employment for the employees.

The parties have noted that the Staffing Agreement constitutes a new and untested approach. Disputes regarding application of the agreement shall therefore be resolved in the first instance between the parties and not referred to a court of law for resolution. Only when the Staffing Agencies Conciliation Board is unable to agree on a suitable resolution of a dispute, or when a party refuses to comply with the Board's decision, may proceedings be initiated in court for final resolution. Proceedings may not be initiated in court before the Staffing Agencies Conciliation Board has had opportunity to settle the issue.

Subs. 1

The mandate of the Staffing Agencies Conciliation Board is

- to provide directives on how a judicial dispute concerning the Staffing Agreement shall be settled with definitive effect
- to promote the development of the Staffing Agreement
- to monitor application of the Staffing Agreement and provide advice and directives to the contracting parties in order to avoid future disputes
- to provide advice and directives on disputes relating to representatives as specified in Appendix 1.

A party is not entitled to take a dispute to court if the Board has provided a directive as to how a dispute shall be resolved and the parties have fulfilled their obligations according to those directives.

If the dispute relates only to the interpretation of other parties' collective bargaining agreements, the Board may not consider the matter unless the parties to such collective bargaining agreements agree to refer the dispute to the Board. In such a case, the parties to the collective bargaining agreements concerned shall participate in the Board's decision.

Subs. 2

The Board shall meet ten times a year according to a fixed schedule.

Matters shall be brought to the attention of the Board by means of a written request, addressed to the Staffing Agencies Conciliation Board, being received in due order by the Competence Agencies of Sweden.

Any matter referred to the Board no less than one week before a meeting shall be brought up at that meeting. Matters received later shall be brought up at the following meeting.

Subs. 3

Any matter that has not been settled at the meeting shall be concluded on the day of the meeting unless the Board decides otherwise.

Subs. 4

The Staffing Agencies Conciliation Board shall consist of six members. The Competence Agencies of Sweden shall appoint three members and the LO unions jointly three members. A party may appoint a deputy to a member. A deputy member may participate only when the regular member is absent.

The Board is entitled to co-opt an expert as needed.

Each of the organisations represented on the Board shall appoint one person to handle the day-to-day business of the Board, and to prepare business for meetings.

The Board shall issue a statement on matters on which the Board has reached agreement.

A member who has participated in local or central negotiations on an issue before the Board, should be replaced by another representative of the organisation when the particular issue is under consideration.

Subs. 5

The Conciliation Board shall determine its own procedures.

Subs. 6

The Board is in quorum when four members are present.

For a decision to be valid, the members shall be in agreement.

Subs. 7

Each party shall bear its own costs for the work of the Board. 50% of any joint costs shall be allotted to the Competence Agencies of Sweden and 50% to LO. Each party shall defray the expenses of its own representatives.

Appendix 3

Continuing competence development

Conditions

The ever-intensifying international competition facing customer companies requires a focused drive to develop the skills of employees. Rapid developments in production call for new skills on the part of employees in the industrial sector. The growing focus on customers and the market demands greater flexibility. A transition from rule-oriented management to goal-oriented management and quality assurance requires changes in the manner in which work is organised.

A continuous process of change along these lines depends on the development needs of the company, as well as of the employees, being identified. Here, managers have an important responsibility for translating the needs of the company into action for each working group and its members.

Needs

All employees should, through various measures, be given opportunities to develop the skills needed for new or changing tasks.

It should also be kept in mind that individual employees will have ideas from their own perspective about their own and the company's development needs, for example on how to develop knowledge and abilities that in the long term can benefit both individual and company.

Development at work is the outcome of combinations of initiatives in areas such as work content, ways of working, organisation of work, technical support and skills.

Responsibilities

It is the company's responsibility to implement development measures with respect to personnel, organisation and technology. At the same time, it is incumbent on the individual employee to take initiatives and to feel dedication and responsibility for his or her continuing competence development.

Dialogue

One important factor in the development of the combined competence of employees and company is dialogue between manager and co-worker. It is through this dialogue that awareness of the company's development programme and its implementation may be disseminated. The dialogue may also serve as an indicator of the way forward for the individual employee's commitment, thinking and plans. The dialogue is created through, for example, continuous planning and performance reviews. Furthermore, it is important for work teams to discuss and plan for change.

Experience shows that effective dialogue requires input from the company, in the form of training of managers and co-workers in communication, goal-setting, follow-up of results etc. The dialogue shall be conducted in a positive spirit and shall aim at effective development for employees and company.

Co-operation

In the view of the parties, engagement in dialogue and continuing competence development in companies and support for the individual employee's initiatives for their own development, should be adapted to the situation of each individual company and be based on the company's mission and long-term vision.

The forms of dialogue with the employees, as well as the planning, implementation and follow-up of various development initiatives, should be discussed and agreed between the local parties.

Wage-setting

The continuing competence development of individual employees should be an important aspect of wage-setting at the company.

Appendix 4 Understanding

Since the 2012 agreement, the parties have discussed the interpretation of certain rules in the new agreement, compared to rules formerly applying.

This intention of this agreement is to clarify the position of the parties regarding the points below.

Wages during period of outplacement

During the period of outplacement, the employee receives wages in accordance with the average level of earnings T+P for comparable categories at the customer. On this point, the meaning of the agreement is unchanged from the agreement formerly applying.

In the case of employees with personally agreed wages on 30 April 2013, these are the minimum wages that the company can pay, irrespective of the average level of earnings at the customer. The 2012 agreement makes no change to this minimum wage.

Employees who on 30 April 2013 were paid personal wages exceeding the Guarantee specified in the 2012 agreement, shall retain such wages as a personal minimum for the duration of their employment.

Anyone employed on 1 May 2013 or later cannot during the period of outplacement be paid an hourly wage that is less than the Guarantee specified § 5 subs. 2 of the agreement.

Wages during period of non-outplacement

During any period that the employee is not outplaced, the employee will be paid an hourly wage of no less than the Guarantee specified on § 5 subs. 2 of the agreement.

The agreement stipulates a minimum level for the Guarantee, and it is permitted via agreements between employer and employee to enter an agreement on a higher Guarantee. The agreed higher Guarantee shall then be applied in all wage calculations where the agreement refers to the Guarantee.

On appointment to a new position, the employee's Guarantee shall be stated on the employment certificate, in accordance with the rule laid down in the Swedish Employment Protection Act ("LAS"), § 6c.

Public holiday pay

In the working group, the parties have discussed changing rules on public holiday pay. The discussions have not resulted in any agreement on different rules.

The parties confirm that as no agreement has been reached on any changes in public holiday pay rules, the agreement will continue to apply unchanged.

In § 11 subs. 3 of the collective bargaining agreement, it is stipulated that calculation of public holiday pay shall be based on the personal wage. In the case of employees hired on 30 April 2013 who are paid an agreed personal wage, the public holiday pay shall in future continue to be calculated on that basis. In the case of employees hired on 1 May 2013 or later, public holiday pay is based on the agreed Guarantee.

A comment has been added to the agreement:

Comment:

For employees without a fixed personal wage, the public holiday pay is the Guarantee multiplied by the number of regular working hours per week divided by 5.0.

Stockholm, 3 April 2013

Revised, Stockholm, 28 April 2015

The Staffing Agencies

LO unions

Hanna Byström

Kent Ackholt

Types of employment

Section 2 § 3 subs. 1, paragraph 6: "Upon particular request by an employee, fixed-term employment may be agreed in order to offer the possibility of recurrent short periods of employment." This applies to employees with another principal occupation who wish to take on temporary extra work.

Further to the application for a summons that the Discrimination Ombudsman submitted to the Labour Court (Case n. A 121 19), the parties find it necessary to clarify the agreement as follows:

“In determining whether an employee fulfils the requirement of ‘other principal occupation’, lack of capacity for employment resulting from functional impairment in the form of a long-term impaired capacity for work that constitutes entitlement for sick pay, irrespective of the sick pay amount, shall be equated with employment.”

The parties also agree that sick pay granted shall be subject to confirmation, in the same way as for studying or other principal occupation, for which the employer will send a copy of the employment certificate accompanied by a certificate from the Swedish Social Insurance Office (Försäkringskassan) to the employee’s trade union, in accordance with Section 2§ 3 subs. 3.

This clarification does not affect in any other respect the interpretation of the provision or the agreement as a whole.