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*This is an unofficial translation of the Swedish collective agreement regarding the Swedish food industry. Livsmedelsföretagen cannot guarantee that the translation is correct in all aspects. If there are any differences between the English translation and the Swedish original agreement, the Swedish agreement will have priority over the English translation in every circumstance.*

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# The Food Industry

## Food Industry Agreement with supplementary agreements

1 April 2013 – 31 March 2016

The Swedish Food Federation  
The Food Workers' Union

## **Agreements not included in this reprint of the agreement**

Agreement of 23 December 1976 between SAF [Swedish Employers' Confederation] and LO [Swedish Trade Union Confederation] on continued application of certain rules in principal agreements previously in force between SAF and LO

Equal opportunity agreement

Agreement on obligation to contract group life assurance (TGL)

Redundancy payment insurance (AGB)

Occupational sickness insurance (AGS)

SAF-LO negotiated pension supplement

Occupational injury insurance (TFA)

Development agreement

Suggestion scheme agreement

Joint agreement on industrial development and wage formation

Agreement on career change insurance

A dash in the margin indicates a factual change in relation to the 2012-2013 version of the agreement.

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### **Supplementary agreements**

The following supplementary agreements have been reached in order to regulate the special conditions that apply in particular sectors of industry. Where a matter is dealt with in both the Food Industry Agreement and the supplementary agreement, it is the provisions of the supplementary agreement that apply. Local agreements which depend on the below mentioned collective agreements remain valid. When applying and interpreting local agreements in relation to the new agreement the Council for Work Environment, Collective Agreements, and Working Hours Issues (AKA Council) can make recommendations.

Bakeries

The baking goods industry

Barilla-OLW

The brewery industry

The distillery and starch industries

The chocolate industry

The ice-cream industry, manufacturing

Jästbolaget AB

The canned goods industry

The mill industry

Warehouse staff at ice-cream companies, branch- and storage depots and distributors

The margarine industry

Poultry slaughterhouses

The dairy industry

Santa Maria AB

The slaughterhouse- and charcuterie industry

Stadex

The egg product industry

**NOTE: THE SUPPLEMENTARY AGREEMENTS ARE NOT TRANSLATED IN THIS ENGLISH  
VERSION OF THE FOOD INDUSTRY AGREEMENT**

**10 steps to equal salaries**

**Joint party comment**

# ***Food Industry Agreement between the Swedish Food Federation and the Food Workers' Union***

## **1 Scope of the agreement**

This collective agreement applies to all companies which are largely active in the food industry and are members of the Swedish Food Federation. The agreement applies to employees who are employed by these companies.

## **2 Employment**

### **2.1 Employment agreement**

Employment agreements must be in writing and where applicable satisfy the requirements of section 6 c of the Security of Employment Act (LAS), **Appendix A**.

The local union organization must receive a copy of a certificate of employment where the period of employment exceeds one month.

Work regulations issued by the employer must be observed.

Employees who are newly-employed are entitled to one hour of paid time off to attend a meeting arranged by a union at the company at which information is provided about local union activities. An employee may only attend one such information meeting at the same workplace.

### **2.2 Permanent employment**

Employment is permanent unless the employer and the employee have agreed otherwise.

### **2.3 Temporary employment**

Temporary replacement employment is governed by the provisions of section 5 of the Security of Employment Act. Other temporary employment is governed by the following in place of the provisions of sections 5 and 6 §§ of the Act:

The employer may agree with an employee that employment is to be for a limited period. Such an agreement may for a three year period last no more than 18 months for one and the same employee.

A different time limit may be applied by local agreement.

*Note:*

*Employees who, because of previous seasonal employment, have acquired preferential right to reemployment for a new season as per 1 May 2004 may continue to be employed for such a season under Section 5 (1) of the Security of Employment Act. Should the preferential right lapse, seasonal employment cannot thereafter be used for such an employee.*

### **3 Working hours**

#### **3.1.A Main rule**

##### **3.1.1 Normal working hours**

Normal working hours during the year in a normal working week, consist of an average, breaks not counted, of

- a) for day work ..... 40 hours
- b) for two-shift work..... 38 hours
- c) for non-continuous three-shift work ..... 38 hours
- d) for continuous three-shift work ..... 36 hours  
(work which regularly proceeds without intervals  
on Sundays and public holidays) and
- e) for continuous night work..... 38 hours

*Notes:*

- 1. Continuous night work is work done by a person who works continuously for at least three hours during the period midnight-5 am.*
- 2. A company may for different operations simultaneously have schedules of working hours both according to the main rule and the alternative rule.*

##### **3.1.2 Scheduling of working hours**

The extent of the normal working hours and the day and week in which they are scheduled are set by local agreement. When deciding on a schedule of working hours, the companies' need to carry on efficient, rational, customer-friendly and competitive operations as well as the legitimate interests of the employees such as family, health and the possibility of travelling to and from the place of work, should be taken into account. When scheduling the work hours, work during the holidays shall be spread as evenly as possible among the staff.

Working schedules must be drawn up for each place of work.

If the parties have not reached an agreement concerning working hours, the normal working hours will be a maximum of nine hours per shift for a maximum of five shifts per week.

##### **3.1.3 Delayed time**

Delayed time is working time ordered to take place outside the employee's ordinary working time, but within the standard working time per shift. The working time can be delayed

during a maximum of ten shifts at each time, unless the local parties have agreed on another period.

Shifting of the working time shall not result in loss of income in relation to the ordinary schedule.

Employees which immediately state that they are indisposed, due to for example personal relations, family, health or the means of travelling to and from the place of work, shall not be ordered to work delayed working hours.

*Note: Considering public holiday pay, see 5.1 and respective supplementary agreement*

**3.2.B Alternative rule**

The working hours can, after local agreement, be set according to what is stated below. In case a local agreement cannot be met, either party can refer the issue to the Council for work environment, collective agreements and working hours issues (AKA-Council). Usage of the alternative rule requires monthly wages. However, employees with a continuous employment period less than a month can be given an hourly wage.

**3.2.1 Ordinary working hours**

The planning period for working hours are at the most 12 months. The length of the period is established in connection with negotiations for the placement of the working hours. The length of the period cannot without local agreement be changed until the next period . At a shorter planning period the working hours below are proportioned similarly. The working hours are, after reduction for public holidays, holiday eves and vacations, breaks not included, during an ongoing 12-month period.

- a) At day time work 1796 hours
- b) At two shift work 1706 hours
- c) At discontinued three shift work 1706 hours
- d) At continued three shift work 1616 hours  
(work which continuous regularly without interruption also during Sundays and holidays) and
- e) At constant night work 1706 hours

**Note:**

1. Constant night work is work done by a person who works continuously for at least three hours during the period midnight – 5 am.
2. A company may for different business have, at the same time, working hours placement both according to the main rule and the alternative rule.
3. The standard working time require a fully withdrawn holiday. When vacation is saved the standard working time is increased correspondingly.

**3.2.2 Scheduling of working hours**

**Working hours schedule**

The extent of the normal working hours and the day and week in which they are scheduled are set by local agreement.

Negotiations to determine the working hours for a forthcoming planning period shall be made ahead of time, so that the working schedule for the period is determined four weeks before entering into force.

When determining such working hours schedule, it should be taken into account both the companies' need to carry on efficient, rational, customer-friendly and competitive operations and the legitimate interests of the employees such as family, health and the possibility of travelling to and from the place of work. When scheduling the working hours, work during holidays shall to the extent possible be divided equally among the personnel.

Working hours for a full-time employee shall not be less than 30 hours per week, unless otherwise is decided upon locally. The employee is also guaranteed to be free from work ten shifts whereof sex should be holidays or public holidays during the 12 month period, unless otherwise agreed.

Unless the parties have agreed otherwise, the normal working hours shall be no more than nine hours per shift for a maximum of five shifts per week.

*Note: The use of placement of working hours according to B alternative rule means that the rules of public holiday pay in 5.1 and the rules of public holiday pay and working hours in the respective supplementary agreement applies.*

### **3.2.3 Delayed time**

Delayed time is working time ordered to take place outside the employee's ordinary working time, but within the standard working time per shift. The working time can be delayed during a maximum of twenty shifts at each time, unless the local parties have agreed on another period.

Shifting of the working time shall not result in loss of income in relation to the employee's ordinary schedule.

Employees which immediately state that they are indisposed, due to for example personal relations, family, health or the possibility of travelling to and from the place of work, shall not be ordered to work delayed working hours.

### **3.3 Overtime**

A full-time employee has a duty to work overtime to the extent that the current law permits.

By overtime work is meant work in excess of the normal measure of working hours per shift for full-time work.

A person who has to work overtime must be given notice of this in as good time as possible before the end of the normal working hours. A person immediately stating himself/herself prevented, for example by personal circumstances, family, health and impossibility of travelling to or from the place of work, should be excused from overtime.

*Note:*

*In the case of a part-time employee consent is required for work over and above the normal working hours.*

### **3.4 Stand-by duty**

Stand-by duty is time when the employee is not obliged to work but must be contactable in order to report to the place of work if needed. Payment for stand-by duty is determined by the local parties unless payment is stated in a relevant supplementary agreement.

### **3.5 Deviation from the Working Hours Act**

Local agreements may be reached in relation to deviation from the terms in the Working Hours Act regarding overtime, additional hours, night rest, daily rest, weekly rest and total hours per week.

### **3.6 Working hours account**

Individual working hours accounts will be drawn up for all employees in accordance with the provisions of **Appendix C**.

## **4 Salary**

### **4.1 Wage-setting principles**

Wage-setting must be differentiated on individual or other grounds. Salary differences must be well justified and objectively based. Salaries must be determined taking into account responsibility and degree of difficulty of the duties and the employee's way of carrying them out. More difficult work which calls for a higher degree of skill, responsibility and competence should give a higher salary than simpler work. Account should also be taken of the work environment and the conditions under which the work is done. Market forces also influence the salary.

Every employee should know the grounds on which the salary has been set and what the employee can do to increase the salary. Systematic assessment of work content and personal qualifications, together with effective information systems, represent a good basis for assessment. Important factors which ought to be taken into account in assessment include theoretical and practical knowledge, judgment and initiative, responsibility, effort, work environment, cooperation and leadership.

An employee should be able in stages to raise the salary as the demands of the post rise, for example in the form of greater experience, a larger range of – and more demanding – duties, increased authority, greater responsibility, greater knowledge or skill. Salary systems and wage-setting in the companies should be so designed as to stimulate development of the employees' skills and duties. In this way wage-setting encourages increased productivity and greater competitiveness. The same salary principles should apply to women and men and also to younger and older employees.

Objectively unjustifiable differences in salary and other conditions of employment between women and men doing work which may be considered of the same or similar value must be

removed and prevented. The local parties must analyse women’s salaries relative to men’s before the salary negotiations which are to take place under the agreements. If such analyses show there to be unjustified salary differences in the company, these must be adjusted in the course of the salary negotiations.

**4.2 Salary when transferred in employment**

There are rules on salary when transferring in employment in **Appendix E**.

**4.3 Time off in lieu of overtime pay**

Remuneration for overtime is given in the form of money or, after agreement with the employee, of paid leave (time off in lieu of overtime payment).

Overtime must be recorded by the employer irrespective of the form of payment.

Overtime for which remuneration takes the form of time off in lieu should not be counted as overtime under the Working Hours Act, but no more than 75 hours per calendar year may be returned to the overtime allowance.

**4.4 Part-time employment**

For work done by a part-time employee in excess of normal working hours (additional hours), ordinary salary is paid.

If additional hours are worked before or after normal daily working hours applicable to full-time employment in an equivalent post in the company, overtime pay is received.

**4.5 Shift work premium**

Shift work premium per hour worked is paid to hourly paid or incentive-paid employees calculated on the basis of the employee’s average hourly or incentive payment.

For two-shift work, non-continuous three-shift work	
and permanent night work .....	5.3 %
For continuous three-shift work .....	11.1 %

Shift work premium is not paid to employees with salaries set per week or per month. The supplement is not paid for hours worked for which the employee has received overtime pay.

**4.6 Holiday work pay**

The local parties may agree upon pay for holiday work. Holiday work pay is paid to employees up to the age of 25 for holiday work, i.e. work performed during periods of leave during an ongoing training programme or during the period between the end of a training programme and the beginning of a planned new training programme, and during the three summer months after the end of upper secondary school.

## **5 Paid leave**

### **5.1 Public holiday pay**

#### **5.1.1 Reduced working hours**

In respect of public holidays and non-working days according to the supplemental agreement, ordinary working hours shall be reduced for employees who, according to the applicable schedule, would have worked if the day of the week had not been a public holiday or non-working day. The reduction shall be made for the entire shift as follows:

- A. The working hours shall be reduced for employees whose shift falls entirely during the public holiday/non-working day.
- B. Where a shift begins before and ends after midnight, the working hours shall be reduced for those employees whose shift begins before midnight and continues during the public holiday/non-working day.

For *public holidays*, the working hours shall be reduced by a complete shift during the calculation period for working hours which occur during the public holiday. The calculation period is the period on which the local parties have agreed or four weeks under the Working Hours Act. The reduction in working hours for *non-working days* shall always be made for the relevant non-working day.

#### **5.1.2 Amount of public holiday pay**

Public holiday pay is payable for the number of ordinary working hours which the employee would have worked if the day of the week had not been a public holiday or non-working day.

The public holiday pay is the employee's average hourly and incentive wage during the payment period in which the public holiday/non-working day falls. The public holiday pay also includes any salary supplement (for example supplemental pay for inconvenient working hours) which would have been paid if the day of the week had not been a public holiday or non-working day. Local agreement may be reached on other methods of calculation.

#### **5.1.3 Absence, leave**

Public holiday pay is payable for a public holiday or non-working day falling during an annual holiday or temporary redundancy period, irrespective of the length of the holiday or period. Public holiday pay is also payable for absence during the period of sick pay or during leave lasting no more than two weeks. However, public holiday pay is not payable for days on which the employee received or could have received benefits from the social insurance office.

Public holiday pay is not payable to a person who has been absent without valid cause, whether in whole or in part, during the working day immediately before or after the public holiday/non-working day. This also applies to employees with regular working hours on the public holiday/non-working day who are absent without valid cause on the public holiday or non-working day.

Public holiday pay is not payable to employees who return to work when they are on leave in accordance with the Military Service Act. Furthermore, public holiday pay is not payable to employees who are on study leave and return to work during a break in their studies.

#### **5.1.4 Temporary employment**

Public holiday pay is not payable to employees who are employed for periods shorter than four successive weeks.

#### **5.1.5 Disbursement**

Public holiday pay is paid out on the same pay day as applies to the salary period in which the working day or public holiday/non-working day falls.

### **5.2 Sick pay**

Sick pay is governed by the Sick Pay Act.

### **5.3 Disease carriers**

When an employee is not allowed to work because of the risk of transmission of infection and the employee is entitled to benefit under the Disease Carrier's Benefit Act, a supplement is paid during the first 14 days equivalent to 10 % of the employee's average hourly rate during the most recent payment period.

### **5.4 Absence due to sickness**

Absence due to sickness or accidental injury must be reported as soon as possible to the employer and if possible in time for a replacement to take the absentee's place. The same applies if the employee cannot work because of the risk of transmitting disease and is entitled to payment under the Disease Carrier's Benefit Act.

If there is cause, the employer may require the employee to produce a certificate from a doctor nominated by the employer. In this case the employer must pay the cost of the medical certificate.

### **5.5 Parental pay**

Parental pay is payable by the employer to an employee who has parental leave with an entitlement to parental allowance. It is a condition that the employee must have been continuously employed by the employer for a period of at least one year.

- parental pay is payable for a maximum of up to six months in a period of 18 months after the birth or adoption of a child,
- parental pay is not payable for more calendar days than are covered by the leave. Parental pay is payable only for whole calendar days,
- parental pay is payable in connection with the leave.

The parental pay constitutes 10 % of the employee's average hourly and incentive rate (not including unsocial hours supplement and shift work premium) multiplied by 174 (per month). The figure 174 applies to a 40-hour week. In the case of part-time employment the figure 174 is adjusted accordingly.

*Note:*

*The rules regarding parental pay will be disapplied in the agreement when the new insurance solution for parental pay comes into force on 1 January 2014.*

## **5.6 Paid leave**

### **Short leave with retention of salary**

By paid leave is meant leave with retention of salary for a maximum of one day. For the funeral of a closely connected person paid leave may also include necessary days (maximum two) of travel.

By retention of salary is meant the average hourly earnings in the form of hourly and incentive wage in the payment period when the leave occurs unless the local parties have agreed on some other period as a basis for the calculation. If the employee has received sick pay from the employer or sickness benefit from the social insurance office, no salary is paid for leave.

### **When paid leave can be granted**

Paid leave can be granted in the following cases:

- own wedding
- own 50th birthday
- first visit to doctor or dentist in case of sudden illness or accident
- visit to medical establishment after referral by company doctor
- death of closely connected person
- funeral of closely connected person
- sudden severe illness of closely connected person living at home.

Closely connected persons are husband/wife, registered partner, co-habitee, child, sibling, parents, parents-in-law and grandparents.

### **Request for paid leave**

Requests for paid leave must be made as early as possible.

If the employer so requires, the employee must verify the reason for paid leave beforehand. If this is not possible, the cause must be verified after the paid leave.

## **5.7 Temporary redundancy**

Salary under Section 21 of the Security of Employment Act will be paid to hourly paid or incentive-paid employees with the amount of the employee's average earnings during the three months taken place just before the redundancy, unless the local parties have agreed otherwise.

## **5.8 Annual holiday**

The annual holiday is governed by the Annual Holidays Act with the following additions.

### Calculation of annual holiday pay for regular holiday

Pay for normal annual holidays is calculated in accordance with the following rules unless otherwise agreed by the local parties.

The holiday pay will be 13.2 % of the amount qualifying for calculation purposes. The qualifying amount consists of the salary payable to the employee from employment during the earning year. For employees with at least six months' employment during the earning year the daily annual holiday pay will be a minimum of the following (SEK)

<b>Annual holiday pay</b>	<b><u>1/4 2013</u></b>	<b><u>1/4 2014</u></b>	<b><u>1/4 2015</u></b>
for adults .....	1266.....	1291	1321
for minors.....	933.....	952	974

*Note: The amounts for bakeries can be found in the supplementary agreement Bakeries.*

In the case of part-time employment the amounts are adjusted in proportion to the working time during the earning year.

When the employee is absent on holiday a deduction of 1/21.75 of the monthly salary per day of holiday will be made from the monthly salary.

### Calculation of annual holiday pay for accrued holidays

The annual holiday pay for each accrued day of a holiday will be 0.53 % of the qualifying amount.

### Scheduling of main annual holiday

The local parties should deal annually in good time with the question of the scheduling of the main annual holiday and its connection with the company's operational planning in general. The company's operating conditions (*e.g.* seasonal variation, shift work etc) should in this connection be taken into account.

### Temporary employment

Temporary employment which is not intended to last for longer than three months does not give entitlement to holiday but to payment in lieu.

### Absence due to sickness

Absence due to sickness gives holiday entitlement only if it has been reported and verified as stated in 5.4.

### Special agreements

Collective or individual agreements may be reached locally in cases where the Annual Holidays Act assumes that it will be possible to reach such agreements. The holiday provisions of this agreement do not represent an obstacle to such agreements.

## 5.9 Time off in lieu of overtime payment

See Section 4.3.

## **6 Payment for business travel**

By business travel is meant travel required by the employer to work at a place other than the regular place of work.

Rules of payment apply unless the local parties have agreed otherwise.

### **6.1 Travel allowance and travelling expenses**

Travel allowance and travelling expenses will be paid in accordance with the rules applicable to white-collar employees of the company.

Local agreement will be reached for travel or work abroad.

### **6.2 Payment for travelling time**

Travel ordered during normal working hours must not lead to loss of income. For travel ordered at any other time an hourly rate is paid as specified in the salary table for the time when the journey has taken place although not for the period 10 pm-8 am when a sleeping berth is included in the journey. Only complete half hours will count when calculating travelling time.

The journey will be considered to have started and ended in accordance with the rules applying to calculation of subsistence allowance or equivalent at the company concerned.

Normal time taken for the journey when the employee himself/herself drives a car or other vehicle, whether or not owned by the employer, is also counted as travelling time.

The foregoing does not apply to employees whose duties include regular travel on the employer's behalf.

## **7 Payment of salary etc**

### **7.1 Method of payment etc**

Payment is paid on a set date at least once per calendar month. If this date is a public holiday, the salary will be paid on the preceding weekday.

The employee shall be given a written salary statement.

### **7.2 Recommendations concerning monthly salary**

Recommendations concerning monthly salary are set out in **Appendix F**.

### **7.3 Collection of union fees**

The employer must assist in the collection of ordinary union fees in accordance with the rules laid down by the parties in a separate agreement. **Appendix D**.

## 8 Work-clothes

Where required for reasons of hygiene, the employer must provide work-shoes in addition to suitable overalls and laundering thereof.

## 9 Termination of employment

### 9.1 Order of priority etc

In case of termination of employment contracts due to redundancy and of re-employment following termination due to redundancy, the employer and the local union organization may agree on the order of priority to be followed. The company's need of competence shall be taken into special consideration when negotiating. The central parties may request negotiations regarding such an agreement, if there are special reasons. Such special reasons do not apply regarding a request for negotiation about an agreement concerning order of priority in a situation when temporary work agencies are negotiated.

Salary is payable to hourly paid and incentive-paid employees in accordance with Section 12 of the Security of Employment Act to the amount of the employee's average earnings in the quarterly period before the date of notice, unless otherwise agreed between the local parties.

### 9.2 Non-observance of period of notice

An employee who terminates employment before the period of notice has expired loses salary and payment in lieu of holiday pay for that part of the period of notice which has not been observed, although for a maximum of two weeks.

### 9.3 Periods of notice

The following applies under the Security of Employment Act, Section 11:

Employment agreements entered into **before 1 January 1997**:

*"A minimum period of notice of at least one month applies to both employer and employee.*

*If at the time of giving notice an employee has been employed by the employer for a consecutive period of the last six months or for a total of twelve months during the last two years, the employee is entitled to a period of notice of*

- *two months if aged 25 or over*
- *three months if aged 30 or over*
- *four months if aged 35 or over*
- *five months if aged 40 or over*
- *six months if aged 45 or over*

Employment agreements entered into **after 1 January 1997**:

*“There is a minimum period of notice of at least one month by both employer and employee. The employee is entitled to a period of notice of*

- two months if the total period of employment with the employer is at least two years but shorter than four years*
- three months if the total period of employment is at least four years but shorter than six years*
- four months if the total period of employment is at least six years but shorter than eight years*
- five months if the total period of employment is at least eight years but shorter than ten years*
- six months if the total period of employment is at least ten years.”*

If an employee who is on parental leave according to 4 of 5 §§ the Parental Leave Act have his/her employment contract terminated subject to lack of work, the termination period shall start when the employee wholly or partly resume work or, according to the notice on parental leave which is valid when the termination takes place, when the employee should have resumed his/hers work.

#### **9.4 Temporary employment**

When temporary employment is terminated prematurely there is a mutual period of notice of 14 days on each side unless it has been otherwise agreed. There must be just grounds for such a termination.

### **10 Term of validity**

This agreement is valid from 1 April 2013 – 31 March 2016.

Stockholm, 2 April 2013

THE SWEDISH FOOD FEDERATION

THE FOOD WORKERS' UNION

**EMPLOYMENT AGREEMENT**

This Appendix is not translated. The Agreement can be found on [www.li.se](http://www.li.se).

## **WORK ENVIRONMENT – local work**

The local parties shall cooperate in order to create a good work environment. The employer is responsible for establishing specific measures to reach agreed targets.

### **Impact assessments**

The employer shall regularly investigate working conditions and assess the risks of anyone suffering from ill health or accidents at work. The risks which may arise shall be regularly charted. On the occasion of Co-Determination in the Workplace Act negotiations regarding working hours, staffing, and work organisation, the consequences of changes shall be analysed and incorporated as a natural part of the negotiation process. It is in the mutual interest of the parties to seek consensus in resolving the issues which arise.

### **Systematic work environment management**

The employer shall conduct systematic work environment management. The employer shall, together with the local employee party, monitor and evaluate the work at least once a year.

The methods for work on the environment management shall be tailored to local conditions and following cooperation with the local trade union organisation.

Federation parties agree to recommend the following rules of procedure:

1. Regular joint reviews at which work environment goals are established and work environment issues are listed
2. Prioritisation of work environment issues
3. Implementation of any measures
4. Monitoring and evaluation at least once a year
5. New joint party reviews to update the priority list

In order to effect ongoing and systematic work environment management, the parties shall, when necessary, update the list of prioritised measures. To facilitate constructive work in which specific measures are implemented, it is appropriate to focus on a few issues which will be thoroughly illuminated and effectively remedied.

### **Rehabilitation**

It is important that measures concerning adjustment and rehabilitation be implemented as soon as possible.

The employee's workplace or operating unit shall be examined to determine which measures need to be instituted in order for the employee to be able to return to his work. Where it is not possible for the employee to return to his previous duties, the employer shall focus the examination on duties within another part of the company or within other operating units.

Work on rehabilitation shall be carried out in cooperation between the local parties, the social insurance office, occupational healthcare services and the employee. To achieve a good outcome in the adjustment and rehabilitation work, the individual is obliged to actively participate.

### **Occupational healthcare services**

To conduct forward-looking, successful and preventative work on the work environment, the company must possess knowledge in the following areas:

- Ergonomics
- Industry specific technological expertise
- Psychosocial competence
- Medical expertise regarding work-related diseases and accidents
- Physical influence factors
- Psychological influence factors
- Rehabilitation
- Systematic work environment management

The employer shall be responsible for ensuring that the occupational healthcare services necessitated by the working conditions are available. Occupational healthcare services refers to an expert resource within the areas of work environment and rehabilitation. Occupational healthcare services shall specifically work towards the prevention and elimination of health hazards in the workplace, and have the expertise to identify and describe the relationship between the work environment, the organisation, productivity and health.

Where the company lacks expertise within the named areas, such shall be procured in the form of occupational healthcare services or the equivalent in the area.

It is imperative that the local employee organisation have the opportunity to participate in the procurement of occupational healthcare services and with the development of the assignment.

### **Training of managers and safety representatives**

Adequate training in work environment issues for managers, safety representatives and employees with duties and functions which influence working conditions is a necessary prerequisite for all activities. These individual as well as, for example, members of the Safety Committee should be given the opportunity to undergo basic BAM (Improved work environment training) and SAM (Systematic work environment management) training as well as further training. In order to facilitate good conditions for cooperation in work

environment issues, the aim should be to train safety representatives and managers together. Training shall take place during normal business hours and at the employer's expense. Where, at the employer's request, the training has been moved outside normal business hours, overtime shall be paid in addition to regular salary.

The joint party study materials "Better work environment" and "Systematic work environment management" (40 hours each) produced by Prevent or similar material approved by the parties shall be used in basic training for safety representatives. The training should be carried out within three months after the employer has been notified of the union's mandate. However, safety representatives should have received training within twelve months after the employer has been notified of the union's mandate.

### **Introduction**

The employer is responsible for an introduction and training to ensure that all employees are aware of the hazards in their work. The employer shall ensure, through a systematic process, that all employees are informed of the measures which have been taken to prevent hazards in their work. The employees concerned shall be given the opportunity to receive an introduction and training in work environment issues during business hours.

The local parties shall jointly develop the introductory training tailored to the conditions of the individual workplace. The hazards in the work activities shall be made particularly clear in conjunction with the introduction of new employees. The introduction shall take place as soon as possible after the commencement of employment. The local trade union shall have the opportunity to submit information in conjunction with the introduction. Where no local agreement has otherwise been entered into, the Aril joint party tool produced by Prevent may be used.

The employees concerned shall have the opportunity to supplement their knowledge when work duties, work equipment and work methods change and in conjunction with extended absences from work duties.

### **The Council for Work Environment, Collective Agreements, and Working Hours Issues (AKA Council)**

In order to strengthen the cooperation between local parties on work environment issues, a special council, the Council for Work Environment, Collective Agreements, and Working Hours Issues (the AKA-Council), was created to handle, among other things, work environment issues.

In the event that the local parties disagree on certain matters, either party may refer the matter to the AKA-Council. The fact that a matter has been referred to the AKA-Council does not prevent other processes/negotiations from continuing.

## **A. Working hours account**

These rules apply, unless otherwise agreed by the local parties.

### **1. Individual working hours accounts**

Individual working hours accounts will be opened for all employees.

### **2. Deposit, calculation base etc**

An amount calculated per calendar year will be deposited in each working hours account. The calculation base is the salary which has been paid during the calendar year.

The deposit is shown as a percentage in Section 5.1.

The salary qualifying for calculation purposes includes

- salary, salary supplement and remuneration for work during normal hours
- salary for paid leave except for annual holiday.

The qualifying salary for calculation purposes does not include

- salary and remuneration for overtime work
- call-in pay
- stand-by pay
- travel expenses and subsistence allowance
- annual holiday pay and payment in lieu of holiday pay
- parental pay
- deposit in working hours account

### **3. Information to the employee**

The employer will not later than 15 February inform the employee of the amount of the deposit made.

### **4. Choice of alternative**

The amount in the working hours account may be withdrawn as

- paid leave
- pension premium/part-time pension premium, or
- cash payment

*Note:*

*As from 2015, the possibility to choose a pension premium will be replaced by the possibility to choose a part-time pension premium.*

The employee must not later than 28 February inform the employer in writing of how the deposit is to be used. If the employer receives no notice, the amount will be paid in as pension premium/part-time pension premium.

The employee has the right to each year choose one of the three alternatives.

## 5. Paid leave

### 5.1 Where an employee has chosen paid leave, the following applies

Qualifying salary	Deposit, %	Paid leave, hours per year Period of leave	Hours per week		
			40	38	36
<b>1/1-31/12 2012</b>	<b>2.64</b>	<b>1/4 2013-31/3 2014</b>	<b>47.5</b>	<b>45</b>	<b>43</b>
<b>1/1-31/12 2013</b>	<b>2.64</b>	<b>1/4 2014-31/3 2015</b>	<b>47.5</b>	<b>45</b>	<b>43</b>
<b>1/1-31/12 2014</b>	<b>2.64</b>	<b>1/4 2015-31/3 2016</b>	<b>47.5</b>	<b>45</b>	<b>43</b>
<b>1/1-31/12 2015</b>	<b>2.64</b>	<b>1/4 2016-31/3 2017</b>	<b>47.5</b>	<b>45</b>	<b>43</b>

The number of hours in the table applies to full-time employees who receive paid leave.

For part-time employees and employees who have commenced employment during the preceding year the number of hours in the table is reduced in proportion to full-time employment. The same applies to employees who have had unpaid leave or absence.

The reduction is only made in complete half-hours.

### 5.2 When paid leave may be taken out

Paid leave may be taken out by agreement between the employer and the employee. It is assumed that the employee will be granted leave if the leave does not entail a substantial disruption of the employer's activities.

### 5.3 Salary during paid leave

During paid leave hourly salary is paid and calculated as follows.

The amount in the working hours account under Section 2 is divided by the number of hours of the employee as under Section 5.1.

The balance in the working hours account will be reduced by the amount paid as salary under this Section.

### 5.4 Leave which has not been taken out

Leave which has not been taken out during the period 1 April – 31 March lapses and the balance in the working hours account is paid out as cash to the employee not later than 30 April.

## 6. Pension premium

The following applies to employees who have chosen pension premium/part-time pension premium.

The employer will draw up a list of names, personal identity numbers and amounts deposited for each person choosing the pension premium/part-time pension premium alternative.

The employer will send in the list together with an account of the money deposited to FORA AB not later than 30 April.

Employees who have not informed the employer of how the deposit is to be used will also have the amount paid as pension premium/part-time pension premium not later than 30 April.

#### **7. Cash payment**

Employees who have chosen cash payment will have the amount concerned paid by the employer not later than 30 April.

#### **8. Employees who leave**

The following applies to employees who terminate their employment.

The balance in the working hours account will be paid out in cash.

The amount deposited under Section 2 for the year when employment terminates will be paid out in cash.

The amount may be paid as pension premium/part-time pension premium if the employee notifies the employer of this not later than on the final day of employment.

#### **9. Miscellaneous**

Amounts which have been deposited in the working hours account form a calculation base for holiday pay and payment in lieu except in cases where the amount is to be paid in as pension premium/part-time pension premium.

### **B. Part-time work for the purposes of part-time retirement (Part-time pension)**

#### **1. An employee may apply for the right to receive a part-time pension commencing the month in which the employee turns 60.**

Where a part-time pension is granted, from the date of commencement of the part-time pension, the employment constitutes part-time employment with the level of employment associated with the part-time pension.

Rights of priority to employment with a higher level of employment pursuant to section 25(a) of the Employment Protection Act do not apply to employees who have part-time employment as a result of part-time retirement pursuant to this agreement.

*Note:*

*The parties are agreed that the agreement shall be adapted to statutory rules applicable from time to time governing pensions, such as tax rules concerning withdrawals of pension insurance.*

## **2. Application and notice**

The employee must submit a written application to the employer for a part-time pension six calendar months prior to the date the part-time pension is to take effect. The application must clearly state the applicable level of employment.

At the same time an application is submitted to the employer, the employee must give notice to the local union organization.

Not later than two months after the employer has received the application, the employer must provide the employee and the local union organization with a response stating whether or not the application has been granted, unless an extension period has been agreed with the employee. Failure to provide a timely response constitutes a breach of an administrative regulation and, consequently, does not result in an application being deemed granted. If the application is not granted at a later date, where applicable the employer must pay the relevant employee SEK 2,000<sup>1</sup> for breaching the administrative regulation.

The employer may reject an application for a part-time pension if, on an objective assessment, granting the application would cause considerable disruption to the employer's business.

## **3. Negotiations and disputes**

Where an application for a part-time pension has been rejected and the employee wishes to have the application reviewed in accordance with the negotiation procedure, the salaried employee must inform the local union organization, which will request a local negotiation. The dispute will then be deemed to apply to a part-time pension with a level of employment of 50% and will be dealt with according to the applicable negotiation procedure as follows.

The matter of whether a part-time pension shall be granted may be considered in local negotiations and subsequently, if the matter is not resolved, ultimately in central negotiations.

If the parties are unable to reach agreement, in either local or central negotiations, on the issue of whether a part-time pension can be granted without causing considerable disruption to the business, and if the employee wishes to pursue the matter further, the local union organization shall request a local negotiation concerning the obligation for the employer to pay damages for applying the agreement incorrectly.

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<sup>1</sup> The amount is re-calculated upwards annually commencing in 2014 based on the Consumer Price Index.

*Note, 2013:*

*Accrued premiums for part-time pension insurance will be introduced in the amount of 0.2% commencing 1 April 2014 and an additional 0.3% commencing 1 April 2015. The premiums will be invoiced and administered by Fora.*

## **Companies' assistance in the collection of union fees – agreement**

### **1. Collection of union fees**

The company will collaborate in the collection of normal union fees of members of the Food Workers' Union in the manner set out below.

### **2. Power of attorney**

The company will make deductions for union fees for those employees who have furnished a written power of attorney to the Food Workers' Union. Accounting records such as a list of fees or a file supplied by the Union to the company will be accepted as confirmation that the employee has granted power of attorney. Incorrectly deducted amounts will be settled between the Food Workers' Union and the member.

### **3. Deductions and in-payments**

The company will when paying salary (not partial salary or advances) make a deduction for the normal union fee decided by the Food Workers' Union.

A deduction will be made only if after the deduction the remaining salary (net salary) is equal to at least the full deduction.

The total sum deducted at salary payments for two months will be paid in not later than the 18th of the following month to the Food Workers' Union in accordance with separate instructions.

Companies wishing to do so may pay the fees on each occasion of salary payment or each calendar month.

*Note.*

- a) By gross wage is meant the income on which provisional A tax is (unadjusted) is to be calculated according to the tax scale with the exception of benefits in kind.*
- b) Deductions for union fees will be made after such deductions have been made and are regulated by law or ordinance and which are conditional on the employer's claims or connected with the employment relationship.*
- c) The amount deducted must be stated in the salary specification.*
- d) The employer's financial liability is limited to reporting the fees which have been deducted under this agreement.*

### **4. Company's duty to furnish information**

The company must supply the following information to the local branch of the Food Workers' Union concerning each employee who has granted power of attorney:

- name and personal identity number
- amount deducted, or
- amount which has not been deducted

If no deduction has been made, the reason for this should be given if this is known to the company. The reason may be given with the following abbreviations:

Sickness ..... = Sj  
Military service ..... = M  
Paid leave ..... = T  
Employee who has left employment ..... = S  
Employee who has revoked power of attorney ..... = Å  
Other reason ..... = Ö  
employee who has not drawn salary during  
the accounting period.

*Note*

*In the event of absence extending over more than one accounting period consecutively the information that the employee has not drawn salary need only be given on the first accounting occasion.*

The account should also show

- accounting period
- name of the company
- company number (the company's corporate identity number and where applicable a workplace number)
- the Food Workers' Union's local branch number.

As accounting periods for information required by the preceding paragraphs the company will apply a period of no more than two calendar months (covering January-February, March-April etc.). The information must be sent to the local branch of the Food Workers' Union not later than the 18<sup>th</sup> of the month following the end of the accounting period.

*Note*

- a) *The Food Workers' Union will supply the company with printed accounting lists stating accounting period, name of the company and the place of work, names and personal identity numbers of members etc.*
- b) *Companies employing banks or other payment agencies in the salary payment procedures may transfer their obligations to them under this agreement.*
- c) *Companies which intend to alter their accounting method – e.g. by changing to computerized accounting – or their accounting period must inform the local branch of the Food Workers' Union of this in writing not later than one month before the changeover. No change ought to be made within an accounting period.*
- d) *If fees are accounted for on magnetic tape, computer lists or similar, this must be done using the layout approved by the Food Workers' Union.*

Should the Food Workers' Union change to collection of membership fees by the direct debit system, the company's duty to report will change as follows.

- The company will report all employees in the Union's area of activity on 31 March, 30 June, 30 September and 31 December.
- The account must show the name and corporate identity number of the company and the personal identity number and name of the employees.
- Accounts will be presented on accounting information supplied by the Union via a list or file. The information must show employees at the previous occasion of accounting, whereupon the company will make the necessary additions.
- Accounting information prepared by the Food Workers' Union must be with the company by 1 March, 1 June, 1 September and 1 December.

#### **5. Duty of the Food Workers' Union to supply information**

The Food Workers' Union must not later than 15 days before the end of the salary period submit powers of attorney to the company from those employees who are to pay their union fee through the company and for whom the company is to start making deductions.

If the fee is adjusted, the Union must notify each individual company of the amount of the new fee for each member. This must be done not later than one month before the amendment.

#### *Note*

*The union fee may be adjusted during the current calendar year if the finances of the Food Workers' Union are materially affected by a decision of a public authority which the Union could not have been expected to anticipate and which the Union has been unable to influence.*

The Food Workers' Union must notify companies affected of the new union fee no later than one month before it is to come into force.

#### **6. New member companies**

Companies which become members of the Swedish Food Federation and which have not previously assisted in the collection of union fees under this agreement must begin to do so with effect from the salary period beginning next after the powers of attorney have been handed to the company. The Food Workers' Union must inform the company of accounting procedures etc.

The company must no later than at the time of the first salary deduction give written notice to the Food Workers' Union of the accounting period which is to apply.

**7. Period of validity**

This agreement is valid from 23 April 2004 until further notice subject to a period of notice of one month on each side.

## **Salary when transferred in employment**

### **1. Local agreement**

The local parties should reach agreement on which rules of payment are to apply when an employee is transferred from the area of work that applies to the post. If the parties do not reach such an agreement, the following will apply.

### **2. Definitions**

If there is a change in the employee's duties which involves the transfer of the employee to another area of work than that applicable to the post, a salary supplement must be paid on the conditions set out below.

The local parties will agree on how different areas of work are to be classified. Work of a similar nature and/or with similar opportunities of earnings will be referred to the same area of work.

No transfer to another area of work is involved when it is normally a part of the employee's duties to do work in different areas of work.

### **3. Calculation of supplement**

When there is transfer from the area of work which applies to the post the salary applicable to the new work is applied. Training and induction supplements will be paid in accordance with the rules in force at the company.

If the earnings that are possible in the new work are lower than the employee's previous earnings, a supplement to the salary received by the employee in the new work will be paid. The supplement will be calculated at the time of transfer in accordance with the following rules.

The supplement consists of the difference between the average hourly or incentive wage of the employee during the last known quarterly period before the transfer and the corresponding average hourly rate for the area of work to which the employee is transferring. The local parties may reach agreement on a different comparative group, e.g. a particular group of employees, a particular occupational category under the agreement etc.

If the employee receives only an hourly salary in the new work, the supplement will instead be the difference between the employee's previous average hourly earnings and this hourly salary.

### **4. Deduction**

If the salary for the new work is increased after transfer, the supplement will be reduced to a corresponding degree. However, general salary increases which have been decided by the parties will not lead to a reduction of the supplement.

## **5. Period of supplement**

Employees who have at least one year's continuous service at the time of transfer are entitled to supplement in accordance with the rules in Section 3. A supplement is given if the transfer lasts for longer than one working day. Each transfer period is calculated separately. A supplement is paid for the whole transfer period with the following restrictions:

<b>Continuous period of employment</b>	<b>Supplement paid for</b>
More than 1 year	4 weeks
More than 4 years	15 weeks
More than 10 years	24 weeks

Employees who are transferred as a result of occupational injury which has been confirmed by a social insurance board will receive the supplement for an unlimited period unless the employee at the same time is entitled to an annuity.

Employees who have at least ten years' continuous service and who have reached the age of 50 by the time of transfer will receive the supplement for as long as it is not fully deducted under the rules of Section 4 above.

Employment is considered continuous in the case of an employee who has been laid off due to redundancy and then reemployed applying the provisions on preferential right to reemployment contained in the Security of Employment Act.

## **6. No supplement**

No supplement is paid

- a) when the employee is transferred as a result of occupational injury and at the same time receives corresponding compensation in the form of annuity for loss of income resulting from the injury, e.g. from Occupational Injury Insurance,
- b) when the employee transfers at his/her own request and the transfer is not objectively justified for reasons of age, health etc.
- c) when the employee himself/herself has caused the transfer.

## **Recommendations concerning monthly salary in the food industry**

It is possible locally to apply rules other than those stated in the recommendations.

The wage-setting principles set out in Section 4.1 of the Food Industry Agreement also apply to employees with monthly salaries.

### **Definitions**

By *monthly salary* is meant current fixed cash monthly salary and any fixed salary supplement per month.

The monthly salary is paid to a prescribed amount per calendar month irrespective of whether there are public holidays or agreed non-working days during the month.

The monthly salary may be combined with a flexible salary component in the form of a premium, bonus or similar. The flexible salary component may be calculated per month, hour or other period of time.

By *normal working hours per week* is meant the average number of normal working hours per week containing no non-working day. If the employee has irregular working hours per week the normal working hours per week are calculated as an average per month or other period of time.

### **1. Salary per day and hour**

Salary per day

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

Salary per hour

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

### **2. Salary for part of salary period**

Salary will be paid to employees who begin and end their employment during the current calendar month as follows:

- a) Employment covering a maximum of five working days during the month = salary per hour.
- b) Employment covering six or more calendar days during the month = salary per day for each calendar day covered by the employment.

**3. Overtime work**

For overtime both hourly salary under Section 1 of these recommendations and also overtime supplement under the respective supplementary agreement will be paid.

When calculating the hourly salary the normal working hours per week are considered to be 40 hours. This also applies to shift work for full-time employees.

If remuneration for overtime takes the form of time off in lieu of overtime pay under the relevant agreement no salary deduction is made during the leave.

**4. Shift work**

Separate shift work premium is not paid to employees with monthly salaries. These employees retain their monthly salary even if the normal working hours are shorter for shift work than for daytime work.

**5. Sick pay**

**5.1 Sickness up to and including the 14th calendar day**

For each hour that an employee is absent from work on account of sickness, an hourly salary deduction is made as follows:

For the first day of absence (qualifying period)	From the second day of absence
$\frac{\text{monthly salary} \times 12}{52 \times \text{normal weekly working hours}}$	20% $\frac{\text{monthly salary} \times 12}{52 \times \text{normal weekly working hours}}$

*Note*

1. *If a new period of sickness begins within five calendar days after a previous period of sickness has ended, this is regarded as a continuation of the preceding period of sickness.*
2. *If the employee has had a total of ten waiting days (qualifying days) during the last twelve months counted from the start of the current sick pay period, a salary deduction is made for the first day of absence as applies with effect from the second day of absence.*
3. *Where an employee is entitled by a decision of the social insurance office to sick pay of 80 % throughout the sick pay period, a salary deduction is made as applies with effect from the second day of absence in the sick pay period.*

**5.2 Sickness on and from the 15th calendar day**

For each day of sickness including non-working weekdays and Sundays and public holidays a salary deduction of per day is made.

Where absence continues for a full calendar month the whole monthly salary is deducted.

## **6. Public holiday pay**

If the conditions for reducing working hours and public holiday pay set out in Section 5.1 of the Food Industry Agreement are satisfied, the monthly salary is paid without making a deduction for the leave. When leave for a public holiday has been taken into consideration in scheduling working hours, no additional deduction will be made.

The method of calculating the public holiday pay of employees with incentive pay is shown in the relevant supplementary agreement.

## **7. Paid leave**

Paid leave refers to short leave with retention of salary under Section 5.6 of the Food Industry Agreement. When leave is granted, no salary deduction is made.

## **8. Annual holiday**

The annual holiday pay is 13.2% of the annual holiday pay calculation base, as for hourly paid employees.

When the employee is absent because of annual holiday a deduction of 1/21.75 of the monthly salary per day of annual holiday is made.

A local agreement may be reached that the holiday pay should be the current monthly salary plus holiday supplement.

## **9. Parental pay**

Parental pay is payable under the conditions set out in Section 5.5 of the Food Industry Agreement.

## **10. Disease carriers**

### **10.1 Up to and including 14th calendar day**

For each hour when an employee is absent because of the risk of transmission of infection and there is entitlement to disease carrier's benefit, an hourly salary deduction will be made as follows

$$90 \% \times \frac{\text{monthly salary} \times 12}{52 \times \text{normal weekly working hours}}$$

### **10.2 As from 15<sup>th</sup> calendar day**

For each day of absence including non-working weekdays and Sundays and public holidays a salary deduction at a daily rate will be made.

If the employee is absent for a whole calendar month a full monthly salary is deducted.

## **11. Leave with temporary parental allowance**

When the employee is on leave with temporary parental allowance, a salary deduction will be made for each hour of absence at an hourly rate in accordance with Section 1 of these recommendations.

If the employee is absent for a whole calendar month the whole monthly salary will be deducted.

## **12. Other absence**

### **12.1 When the employee is absent for a maximum of five working days**

A salary deduction will be made for each hour of absence at an hourly rate in accordance with Section 1 of these recommendations.

### **12.2 When the employee is absent for more than five working days**

A salary deduction will be made for each day of absence including non-working weekdays and Sundays and public holidays at a daily rate in accordance with Section 1 of these recommendations.

### **12.3 When the employee is absent for a whole calendar month**

The whole monthly salary will be deducted.

## **13. Changeover from hourly to monthly salary**

Negotiations under Section 11 of the Industrial Co-Determination Act must take place before monthly salary is introduced.

When there is a change from hourly salary to monthly salary the average hourly salary, excluding shift supplement and shift work premium is multiplied by 174.

The time between the end of an earnings period and the day of salary payment should if possible be extended compared with what applied before the monthly salary begins to apply.

At the changeover to salary payment once per calendar month the following will apply, unless the local parties agree otherwise.

An advance will be paid to an employee who is employed on the date when the salary period is extended. The size of the advance will be determined in local negotiations.

The advance will be repaid by deduction from the salary equivalent to 1/6 of the advance per month. Employees who leave their employment before the whole advance has been repaid will repay the remaining part of the advance not later than at the time when the final salary is paid.

**Training and skills**

**THIS APPENDIX IS NOT YET TRANSLATED**

**The council for Work Environment, Collective Agreements and Working Hours Issues (AKA-Council)**

THIS APPENDIX IS NOT TRANSLATED.

**§ 1 Negotiation and disputes concerning engaging temporary-work agencies**

Where the employee organisation, in connection with negotiations on engaging temporary-work agencies pursuant to the Co-Determination in the Workplace Act, claims that the employer's planned measure can be deemed to contravene § 25 of the Employment Protection Act, and the employer's staffing needs are longer than five weeks, before making a decision the employer must negotiate the specific issues pursuant to the second paragraph.

In the negotiations, the employer shall provide the reasons for solving the staffing needs through engaging a temporary-work agency. The negotiations shall also address the issue of whether the employer's need for labour could instead be met through the rehiring of employees with re-employment rights, whereupon the question of whether the employees possess sufficient qualifications for the work shall be addressed.

Where, after negotiations pursuant to the second paragraph, the employer continues to maintain that his labour needs cannot be met through the rehiring of employees with re-employment rights, the parties to the negotiation shall also – having regard of both the company's needs and the legitimate interests of the employees – consider the conditions for an agreement pursuant to § 3 instead of engaging temporary employees.

Where a dispute arises in the negotiations as to whether engaging temporary employees for longer than five weeks violates § 25 of the Employment Protection Act, the employer shall call for negotiations at the national level as soon as possible after the conclusion of local negotiations.

Negotiations at the national level shall take place within ten days of being called. The parties to the national level negotiations shall work towards a negotiated settlement of the issue which takes into account both the company's needs and the legitimate interests of the employees.

Where there is disagreement in the negotiations at the national level, the employer shall, within three business days from the conclusion of the negotiations, refer the matter to an arbitration tribunal pursuant to § 2 Arbitration with respect to engaging temporary-work agencies.

Where the employer fails to call for negotiations at the national level or to refer the matter to an arbitration tribunal, the engagement of temporary-work agencies may not take place or, alternatively, shall terminate within fourteen days.

Where the employer calls for negotiations at the national level in a timely manner and refers the matter to an arbitration tribunal in a timely manner, the engagement of temporary employees may continue until one week after arbitration award.

Negotiations shall be conducted promptly.

## **§ 2 Arbitration with respect to engaging temporary-work agencies**

The parties agree to establish an arbitration tribunal in accordance with the following.

The procedure of the arbitration tribunal shall be expedited and speedy.

The arbitration tribunal shall consist of one member from each employee organisation which is affected by the dispute and an equal number of members from the employer's organisation. The arbitration tribunal shall also consist of an impartial Chairman. Where there is disagreement as to who shall be appointed as the impartial Chairman, the employer is entitled to appoint a permanent Judge of the Labour Court, the Supreme Court, or the Svea Court of Appeal.

The arbitration tribunal shall issue its decision promptly and, as a general rule, within three weeks of referral to arbitration. Where an organisation has failed to appoint a member within the specified three week period, the arbitration tribunal shall be deemed quorate with only an impartial Chairman. A decision may be issued even where the employee organisation has failed to comply with a request to submit a written defence. The arbitration tribunal may, but need not, conduct hearings before issuing a decision. As a rule, oral testimony shall not be taken by the arbitration tribunal at a hearing, but notwithstanding this may be heard if the testimony can be taken without delay.

In its decision, the arbitration tribunal shall explain whether the employer's planned or taken action may be regarded as or is in violation of § 25 of the Employment Protection Act.

The arbitration tribunal shall not disclose such reasons in writing, but the arbitration tribunal must orally explain the reasons to each party.

The arbitration tribunal's decision is not considered to be a recommendation, but is legally binding in the sense that it shall be deemed to be a breach of the collective agreement if, in appropriate cases, the regulations in § 1 are not observed.

Where the employer follows the arbitration tribunal's decision or, alternatively, where the arbitration tribunal finds that the action was not in violation of § 25 of the Employment Protection Act, the parties shall seek to settle any legal disputes pursuant to the above-named section of law.

## **§ 3 Agreement on the order of priority**

With respect to the agreement on the order of priority for rehiring of employees, see section 8.1 of the Food Agreement.

## **Salary revision**

1. Local negotiations shall be held regarding the distribution of a salary pot of:

- 287 öre per hour and employee as of 1 April 2013
- 293 öre per hour and employee as of 1 April 2014
- 344 öre per hour and employee as of 1 April 2015.

For employees receiving a monthly salary, the pot for those working full-time shall be as follows:

- SEK 500 per month and employee as of 1 April 2013
- SEK 508 per month and employee as of 1 April 2014
- SEK 600 per month and employee as of 1 April 2015.

For employees working part-time, the amount shall be adjusted in proportion to the number of working hours (by a factor of 174 hours per month for full-time work).

The salary pots shall be distributed pursuant to agreement between the local parties. The distribution shall be made based on the salary principles set forth in the agreement and according to locally-agreed salary systems and types of salary. Prior to the salary negotiations, the local parties carry out a review of the salary principles and the existing salary systems. A benchmark for the local salary negotiations is that they should be concluded by 30 September of each year.

2. If the local parties are unable to agree on the distribution of the salary pot, any local party that is affected shall be entitled to refer the matter to central negotiations.

If the central parties are also unable to agree upon the distribution, any central party shall be entitled to refer the matter for final decision to The Swedish Food Federation – The Food Workers' Union Salary Committee.

The Salary Committee comprises two representatives of The Swedish Food Federation, two representatives of The Food Workers' Union, and an impartial Chairman appointed jointly by the parties. The Salary Committee shall decide upon the distribution on the basis of the salary principles in the relevant collective agreement.

3. The local parties shall review the salaries (the average hourly salary and incentive payment) for the period:

- 1 April 2013-31 October 2013
- 1 April 2014-31 October 2014
- 1 April 2015-31 October 2015

The reviews shall cover employees who were employed throughout the entire comparative period in a relevant year.

Where it is found during such reviews that the pay rise for a particular employee is not at least 50% of the salary pots stated above during the period 1 April 2013-31 October 2013, 1 April 2014-31 October 2014 and 1 April 2015-31 October 2015, the salary shall be raised by the difference, commencing:

- 1 November 2013
- 1 November 2014; or
- 1 November 2015.