

English

# Byggnadsämnes- och buteljglasindustrin

Avtal och bilagor till  
allmänna anställningsvillkor



1 april 2025 – 31 mars 2027



INDUSTRI  
ARBETSGIVARNA

unionen



Sveriges  
Ingenjörer

ledarna  
SVERIGES CHEFSORGANISATION

**Agreement and annexes to  
General Terms and Conditions  
of Employment for Salaried Employees within  
the Construction Materials and  
Bottle Glass Industries**

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Föreningen Industriarbetsgivarna  
*(the Swedish Association of Industrial Employers)*

Ledarna

Sveriges Ingenjörer  
*(the Swedish Association of Graduate Engineers)*

Unionen

Period of validity: 1 April 2025 – 31 March 2027

**This is a translation of the Swedish Agreement.  
The Swedish Agreement takes precedence.**

***Grey sidebar***  
*Amendments effective from 1 April 2025.*

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## Annex 1

### Agreement on compensation for staggered working hours and standby duty – construction materials industry

Industriarbetsgivarna  
(the Swedish Association of  
Industrial Employers)

Unionen

Sveriges Ingenjörer  
(the Swedish Association of Graduate  
Engineers)

Ledarna

#### Staggered working hours

Staggered working hours refers to that part of the salaried employee's normal standard working time which is scheduled outside the normal daily working time schedule applicable at the salaried employee's place of work. Staggered working hours are compensated as follows:

Evening and night hours	Compensation/hour
From 18.00 to 24.00	$\frac{\text{monthly salary}}{600}$
From 00.00 to 06.00	$\frac{\text{monthly salary}}{400}$
Sundays and public holidays	Compensation/hour
From 06.00 on Saturday and 18.00 on the day before a public holiday to 06.00 on the day after the Sunday or public holiday. Not payable for the day before Sweden's National Day.	$\frac{\text{monthly salary}}{300}$

Major public holidays	Compensation/hour
From 06.00 on New Year's Eve to 06.00 on 2 January	
From 18.00 on Maundy Thursday to 06.00 on Easter Tuesday	
From 06.00 on Whitsun Eve to 06.00 on the day after Whitsunday	<u>monthly salary</u>
From 06.00 on Sweden's National Day to 06.00 on the day after Sweden's National Day	150
From 06.00 on Midsummer Eve to 06.00 on the day after Midsummer Day	
From 06.00 on Christmas Eve to 06.00 on the day after Boxing Day	

At each member company it shall be possible to adapt these times to locally established times for normal shifts and breaks for Sundays and public holidays while ensuring that the total compensation remains the same.

An agreement on exemption from the above compensation rules may be made with a supervisor to whom reasonable compensation is paid in some other arrangement.

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

### Standby duty

Standby duty refers to time when a salaried employee is not required to work but is required to be available to present themselves at the workplace within the prescribed time.

The local parties have the right to reach an agreement on another solution if special reasons exist.

Standby duty is compensated per standby hour at the rate of:	<u>monthly salary</u> 1,400
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However, the following applies:

<b>Saturday – Monday</b>	<b>Compensation/hour</b>
From Saturday 06.00 to Monday 06.00	$\frac{\text{monthly salary}}{700}$
<b>Public holidays</b>	<b>Compensation/hour</b>
From 18.00 the day before to 06.00 on Epiphany, 1 May, Ascension Day and All Saints' Day	$\frac{\text{monthly salary}}{1,000}$
From 06.00 on Epiphany, 1 May, Ascension Day and All Saints' Day to 06.00 on the first weekday after each holiday	$\frac{\text{monthly salary}}{700}$
From 18.00 on Maundy Thursday and New Year's Eve, and from 06.00 on Whitsun Eve, Midsummer Eve and Christmas Eve to 06.00 on the first weekday after each holiday, and from 06.00 on Sweden's National Day to 06.00 on the day after Sweden's National Day	$\frac{\text{monthly salary}}{350}$

Compensation for standby duty is paid per shift of a minimum of 8 hours. Where appropriate, this is reduced by time for which overtime compensation is provided. An agreement on exemption from the above compensation rules may be made with a salaried employee in a more qualified position to whom reasonable compensation is paid in some other arrangement.

Standby duty is to be distributed so that it does not unduly burden any individual salaried employee. The parties agree that standby duty should not be performed more frequently than every four weeks except in cases where there are production engineering reasons, or for reasons of temporary staffing shortages.



The standby schedule should be drawn up in good time.

***Remark***

*Standby duty is not counted as working time.*

## Annex 2

### Agreement on compensation for staggered working hours and standby duty – bottle glass industry

Industriarbetsgivarna <i>(the Swedish Association of Industrial Employers)</i>	Sveriges Ingenjörer <i>(the Swedish Association of Graduate Engineers)</i>
Unionen	Ledarna

#### Subsection 1

For the period up to and including 31 March 1976, local agreements apply.

#### Subsection 2

Staggered working hours (shift work) are compensated as follows:

Evening and night hours	Compensation/hour
From 18.00 to 06.00	$\frac{\text{monthly salary}}{480}$
Sundays and public holidays	Compensation/hour
From 06.00 on Saturday and 18.00 on the day before a public holiday to 06.00 on the day after the Sunday or public holiday. Not payable for the day before Sweden's National Day.	$\frac{\text{monthly salary}}{300}$

Major public holidays	Compensation/hour
From 14.00 on New Year's Eve to 06.00 on 2 January	
From 06.00 on Good Friday to 06.00 on Easter Monday	
From 14.00 on Whitsun Eve to 06.00 on the day after Whitsunday	
From 06.00 on Sweden's National Day to 06.00 on the day after Sweden's National Day	<u>monthly salary</u> 150
From 06.00 on Midsummer Eve to 06.00 on the day after Midsummer Day	
From 06.00 on All Saints' Day to 06.00 on the following Monday	
From 06.00 on Christmas Eve to 06.00 on Boxing Day	

Provided that the total compensation is the same, local agreements may be reached concerning adjustment of the times to normal shift times and uniform compensation amounts for the employees concerned.

An agreement on exemption from the above compensation rules may be made with a salaried employee to whom reasonable compensation is paid in some other arrangement.

Compensation for staggered working hours (shift work) and overtime compensation cannot be paid for the same hours.

***Note for the record***

*When the above rules are introduced, a deduction is made where the new rules involve an increase that exceeds the general salary increase level.*

**Compensation for standby duty**

Standby duty is compensated per standby hour at the rate of:	<u>monthly salary</u> 1,400
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However, the following applies:

<b>Saturday – Monday</b>	<b>Compensation/hour</b>
From Saturday 06.00 to Monday 06.00, and from 06.00 on Epiphany and Ascension Day to 06.00 on the following weekday	<u>monthly salary</u> 700
<b>Major public holidays</b>	<b>Compensation/hour</b>
From 14.00 on New Year's Eve to 06.00 on 2 January From 06.00 on Good Friday to 06.00 on Easter Monday From 14.00 on Whitsun Eve to 06.00 on the day after Whitsunday From 06.00 on 1 May to 06.00 on 2 May From 06.00 on Sweden's National Day to 06.00 on the day after Sweden's National Day From 06.00 on Midsummer Eve to 06.00 on the day after Midsummer Day From 06.00 on All Saints' Day to 06.00 on the following Monday From 06.00 on Christmas Eve to 06.00 on Boxing Day	<u>monthly salary</u> 350

Compensation for standby duty is paid per shift of a minimum of 8 hours. Where appropriate, this is reduced by the time for which overtime compensation is provided.

- Standby duty refers to time when a salaried employee is not required to work but is required to be available to present themselves at the workplace within the prescribed time. The local parties have the right to reach an agreement on another solution if special reasons exist.

4. Where an employee on standby is ordered to report for duty, overtime compensation is paid for the time worked with a minimum of three hours. The necessary travel costs to the workplace are reimbursed by the employer.
5. An agreement on exemption from the above compensation rules may be made with a salaried employee in a more qualified position to whom reasonable compensation is paid in some other arrangement.
6. Standby duty is to be distributed so that it does not unduly burden any individual salaried employee. The parties agree that standby duty should not be performed more frequently than every four weeks except in cases where there are production engineering reasons, or for reasons of temporary staffing shortages.

The standby schedule should be drawn up in good time.

***Remark***

*Standby duty is not counted as working time.*

## **Annex 3**

### **Agreement on weekly rest and night-time rest – construction materials and bottle glass industries**

Industriarbetsgivarna  
*(the Swedish Association of Industrial Employers)*

Ledarna

#### **Section 1**

For the establishment of appropriate schedules for shift work, on-call or standby duty as well as overtime work, weekly rest periods shall be at least 30 hours per 7-day period.

In addition, the local parties may agree that weekly rest periods last for a minimum of 24 hours in certain cases.

#### **Section 2**

A local agreement may be reached on deviation from the rules governing night-time rest.

#### **Section 3**

In the case of overtime worked during the weekend which does not take place during a period of standby duty and which for supervisors, who are not shift workers, entails reporting for work during both Saturday and Sunday hours or between Saturday 18.00 and Sunday 06.00, a special supplement is paid per weekend as follows: monthly salary/215.

#### **Section 4**

This agreement remains in force until further notice, subject to three months' notice of termination by either party.

## Annex 4

### Reduction in working time

#### 1 Working time account under the 2016 Agreement

The following rules apply unless the local parties agree otherwise:

1. Individual working time accounts are set up for all salaried employees.
2. An amount based on the salary and compensation for normal working time in the previous agreement year is allocated to each working time account.

The allocation is made up of the following:

Per cent	Date	Equiv. leave
2.0*	31 March 2025	4 days
2,5*	31 March 2026	5 days

*\*In addition to the above, there is an additional allocation of 0.6 per cent each agreement year which can only be taken as pension premium or cash compensation.*

#### **Comment**

*From April 1, 2025, an additional 0.5%, equivalent to 1 day, will be allocated to the working time account, which sums up to 2.5 % or five days when taken from 2026 onwards. Note however that when applying the calendar year as earning year, the additional allocation, when taken in 2026, should be proportioned in relation to the fact that the earning year 2025 is only nine months. When taking time off, this means 6 hours. When taking cash compensation or pension premiums the allocation is calculated with the lower percentage on earnings during the period January 1 - March 31, and at the higher percentage on earnings during the period April 1 - December 31.*

3. Allocations to working time accounts as described in point 2 can be taken out in the form of time off, pension premiums or as cash compensation. If the salaried employee opts for the allocation to be paid as a pension premium, the amount allocated is topped up by 20 per cent. For the 0.6 per cent that can only be taken as cash compensation or pension premium, against the amount is topped up by 20 per cent if the employee opts for pension premium.

4. The salaried employee decides on the form of withdrawal from the working time account under point 3 above. If the salaried employee chooses to withdraw the amount in the form of paid time off, the time off is to be scheduled by agreement with the employer.
5. A salaried employee who chooses paid time off does not have the right to carry over these days from one agreement year to another. Time off not taken during the agreement year will be compensated by a cash payment. This also applies to salaried employees who for any reason do not make a choice from the three options.

Joint implementation rules have been developed by the central parties and are available at [www.industriarbetsgivarguiden.se](http://www.industriarbetsgivarguiden.se) for those with access to the website.



## **2 A Working time under the 1998 Agreement (SIF/CF)**

Consultations are to take place between the local parties if there are working time issues at the member company. In connection with this, the local parties may agree on a reduction in working time for full-time salaried employees of one day from 1 May 1999, a further day from 1 May 2000 and 31 March 2001 respectively and a pro rata reduction for salaried employees who are employed part-time. Any reduction in working time is to be scheduled for whole days or parts of days. In these consultations, flexible scheduling of working time based on the requirements of the enterprise and the individual's wishes can be discussed.

If no agreement is reached on a reduction in working time, the monthly salary for the salaried employee concerned is increased by 0.5 per cent as of the salary review date each year.

## **2 B Working time under the 1998 Agreement (Ledarna)**

Consultations are to take place between the local parties if there are working time issues at the member company. In connection with this, the local parties may agree on a reduction in working time for full-time salaried employees of one day from 1 May 1999, a further day from 1 May 2000 and 31 March 2001 respectively and a pro rata reduction for salaried employees who are employed part-time. Any reduction in working time is to be scheduled for whole days or parts of days. In these consultations, flexible scheduling of working time based on the requirements of the enterprise and the individual's wishes can be discussed.

If no agreement is reached on a reduction in working time, the monthly salary for the salaried employee concerned is increased by 0.5 per cent as of the salary review date each year.

In member companies where an agreement on "duration of working life" applies to other groups of employees, a corresponding agreement may be reached for a member of Ledarna.

## **Annex 5**

### **Skills development in the member companies**

#### **Conditions**

Ever-increasing international competition calls for a determined effort to develop the skills of employees. Rapid production development demands new skills among the employees concerned. An increased focus on customers and the market demands increased flexibility. The transition from management by rules to management by objectives and quality assurance requires a change in the organisation of work.

Continuous efforts to implement changes in these respects requires the identification of the development needs of both the member company and employees. Managers have an important job to do here in conveying the company's needs to their own teams and members.

#### **Needs**

All employees should be given the opportunity to develop the skills needed in new or changed duties through a variety of initiatives.

That individual employees have ideas about their own development needs and the member company's development needs from their perspectives should also be taken into account. This will help in developing knowledge and capabilities which over time can benefit both the individual and the company.

Development in one's work occurs through combinations of initiatives concerning the content of the work, working methods, the organisation of work, technology support and skills.

#### **Responsibility**

It is the responsibility of member companies to implement development initiatives that concern staff, the organisation and technology, and to allocate the necessary resources to these. It is also the responsibility of the individual employee to take initiatives and to show commitment and responsibility for their own skills development.

## **Dialogue**

An important foundation for the development of the collective skills of the member company and its employees is dialogue between the manager and the employee. It is in dialogue that the member company's development programme and its implementation can be made known. Dialogue can also provide a compass for the individual employee's commitment, reflection and plans. Dialogue can be created through regular planning and career development talks, for example.

Experience shows that well-functioning dialogue requires efforts in the member companies in the form of training of managers as well as employees in communication, goal formulation, follow-up of results etc. Dialogue is to be conducted in a positive spirit and its purpose should be the development of the employees and the member company in a positive direction.

In order to achieve these desired results, it is important that agreed measures, such as training measures, are documented and followed up. This can be done, for example, by setting out personal career development plans.

## **Cooperation**

The parties share the view that the implementation of dialogue and skills development as well as support for individual employees' initiatives for their own development should be adapted to the situation of each individual member company and be based on the member company's business concept and long-term vision.

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

## **Wage formation**

The skills development of individual employees should be an important part of the wage formation process in the member companies. The parties refer to what is stated in the wage formation agreement.

## **Annex 6**

### **Collectively agreed part-time work as a transition to retirement**

#### **1 Part-time work as a transition to retirement (partial pension)**

A salaried employee may apply for entitlement to a partial pension from the month in which the salaried employee reaches the age of 62. If a partial pension is granted, from the date on which the employee's partial pension begins to apply their employment becomes a part-time position with the employment rate that results from the partial pension.

When granting a partial pension, the employer is to continue to report income for salaried employees covered by ITP 2 on the basis of the salaried employee's previous employment rate. Right of priority to employment at a higher employment rate pursuant to Section 25 a of the Employment Protection Act does not apply to salaried employees who have part-time employment as a consequence of partial retirement under this agreement.

#### ***Remark***

*The parties agree that the agreement is to be brought into line with the current legislation at any time regarding pensions, such as tax rules on withdrawals from pension insurance accounts.*

#### **2 Application and notification**

The salaried employee shall apply in writing to the employer for a partial pension six calendar months before the intended start of the partial pension. The application must clearly state the employment rate intended.

When the application is submitted to the employer, the salaried employee is to simultaneously inform the local salaried employees' party at the member company.

Within two months of receipt of the application by the employer, the employer is to provide an answer in writing to the salaried employee and the local salaried employees' party at the member company concerning whether or not the application is granted, unless a postponement has been agreed with the salaried employee. Not answering in due time constitutes a breach of rules of procedure and therefore does not imply that the application is to be deemed granted. If the application is not subsequently granted, where applicable the employer is to pay a fine of SEK 2,000 to the salaried employee concerned for a breach of rules of procedure (the amount being indexed annually by the CPI from 2014 onwards).

The employer may deny an application for a partial pension if, in an objective assessment, it would entail a considerable disruption to operations.

### **3 Negotiations and disputes**

If the application for a partial pension has been denied and the salaried employee wishes to have the application tested in the negotiation procedure, the salaried employee is to inform the local union organisation, which is required to request local negotiations. The dispute shall then be deemed to relate to a partial pension with an employment rate of 80 per cent and is to be dealt with in accordance with the applicable negotiation procedure as follows.

The matter of whether a partial pension is to be granted can be dealt with in local negotiations and thereafter, if the matter has not been resolved, finally in central negotiations.

If neither local nor central negotiations result in an agreement between the parties on the matter of whether a partial pension can be granted under the agreement without considerable disruption to operations, then if the salaried employee wishes to pursue the matter further, the local union organisation is to request local negotiations on the employer's obligation to pay damages for improper application of the agreement.

## **Annex 7**

### **Joint remarks by the parties – Collectively agreed part-time work as a transition to retirement**

#### **1 Part-time work as a transition to retirement (partial pension)**

A salaried employee may apply for entitlement to a partial pension from the month in which the salaried employee reaches the age of 62. If a partial pension is granted, from the date on which the employee's partial pension begins to apply their employment becomes a part-time position with the employment rate that results from the partial pension.

When granting a partial pension, the employer is to continue to report income for salaried employees covered by ITP 2 on the basis of the salaried employee's previous employment rate. Right of priority to employment at a higher employment rate pursuant to Section 25 a of the Employment Protection Act does not apply to salaried employees who have part-time employment as a consequence of partial retirement under this agreement.

#### ***Remark***

*The parties agree that the agreement is to be brought into line with the current legislation at any time regarding pensions, such as tax rules on withdrawals from pension insurance accounts.*

#### **Comments**

##### **The purpose of the agreement concerning partial retirement**

The point of departure for the parties is that in the future, salaried employees will be working until they are older than is the case today. For many, this will be a strain on them that will make it necessary to work slightly less towards the end of their working lives by reducing their employment rate from full-time to part-time. The purpose of the provisions governing partial pensions is thus to provide an opportunity for a longer professional life and provide for generational change.

The idea of the partial retirement is not therefore to create conditions that would allow the salaried employee to take on other employment, roles in private enterprise or to operate a private enterprise in addition to their regular employment. Such reasons therefore do not constitute grounds for granting a person partial retirement.

It also follows from the intention of the agreement that partial retirement cannot provide the basis for the salaried employee, after partial retirement, to work overtime in a way that makes up the hours so that the salaried employee's actual normal working time ends up being the equivalent of a higher employment rate

than their stated employment rate. This does not, of course, prevent the salaried employee from working overtime in situations where the employee would have worked overtime had they not been partially retired.

The salaried employee may of course take on positions of trust in non-profit associations, engage in hobby activities or take on positions of small scale. It does not entail any limitations on the salaried employee's possibilities in this area beyond what generally ensues from an employment contract, such as the prohibition on competing activities and the prohibition on taking on assignments which are inappropriate or may otherwise constitute an obstacle to the performance of their obligations under their employment contract.

The parties also agree that this agreement does not require the employer to consider solutions which necessarily entail the recruitment of part-time staff or the hiring of agency staff in order to enable an employee's partial retirement.

## **2 Application and notification**

The salaried employee shall apply in writing to the employer for a partial pension six calendar months before the intended start of the partial pension. The application must clearly state the employment rate intended.

When the application is submitted to the employer, the salaried employee is to simultaneously inform the local salaried employees' party at the member company.

Within two months of receipt of the application by the employer, the employer is to provide an answer in writing to the salaried employee and the local salaried employees' party at the member company concerning whether or not the application is granted, unless a postponement has been agreed with the salaried employee. Not answering in due time constitutes a breach of rules of procedure and therefore does not imply that the application is to be deemed granted. If the application is not subsequently granted, where applicable the employer is to pay a fine of SEK 2,000 to the salaried employee concerned for a breach of rules of procedure (the amount being indexed annually by the CPI from 2014 onwards).

The employer may deny an application for a partial pension if, in an objective assessment, it would entail a considerable disruption to operations.

### **Comments**

The employer is to consider seriously and in a constructive manner whether it is possible to grant an application for a partial pension. This is to be based on the question of whether partial retirement for the employee, regarded objectively, would entail a considerable disruption to operations.

### **Application**

The text of the agreement makes clear that the application must be made in writing and indicate the desired employment rate. The application is made at the applicant's own risk, which means that the person claiming that such an application has been made must be able to prove that this is the case.

In subsequent contacts with the employer, the salaried employee should communicate circumstances relevant to their application. For example, the salaried employee may be prepared to be transferred to certain specified positions or to share a full-time position with another salaried employee who has applied for partial retirement. If the salaried employee has suggestions as to how the employer could, through simple measures, enable their partial retirement, these should be communicated.

If partial retirement requires the salaried employee and the member company to agree on the salaried employee being transferred to other duties, this may also mean the need to agree on a change in salary. An example is that the salaried employee holds a managerial position, but it is not appropriate to combine the management role with part-time employment. In the context of an agreement to transfer the salaried employee to a position which is not a managerial position, the employer and the salaried employee may also agree on a salary which is adjusted to the fact that the salaried employee is no longer a manager. Another example could be that a salesperson applies for a partial pension, but work as a salesperson is not compatible with a lower employment rate, e.g. due to travel or the like. In such a case, an agreement to transfer the salesperson to another position may mean that any variable pay components, such as commission, will no longer be payable. Instead, the salaried employee and the member company may have to determine a fixed salary that entails a different level of pay than previously.

The application is assessed based on the employment rate requested by the salaried employee. If the employer denies the application and the salaried employee and the local salaried employees' party want to pursue the matter of partial retirement in the negotiation procedure, local and central negotiations to examine the matter shall be based on a future employment rate of 80 per cent (cf. Subsection 13:3). The salaried employee can therefore indicate any employment rate in their application, but in the negotiation procedure the matter will be examined on the basis of the salaried employee working part-time at an employment rate of 80 per



cent. A joint request from the parties is that the application should be based on a realistic assessment and be adapted to the enterprise in question. This can only be assessed in the employer's enterprise.

In accordance with the text of the agreement, the employer must reply in writing to the salaried employee and local salaried employees' party at the member company within two months of receipt of the application. A conceivable situation is that the employer finds that there are considerable obstacles to granting the application, but within the two months notifies the salaried employee that there is nothing to prevent granting them partial retirement at a different employment rate or with a later start date than specified in the application. The employer has then fulfilled the requirement to reply within two months. If the salaried employee does not accept such a counter-proposal, this may be deemed a denial of the salaried employee's application.

### **Considerable disruption**

The requirement that the disruption must be considerable means that minor disruptions cannot be regarded as obstacles to the employee taking partial retirement. It must therefore be possible to conclude that a considerable disruption would exist and that the denial is not due to nonchalance, or to the employer not having seriously examined the matter, or to a general reluctance to grant the salaried employee a partial pension. This is also evident from the requirement that the disruption must be found to exist when regarded objectively. If, by taking simple steps, the employer can reduce or eliminate entirely the disruptive elements that would arise, normally this should not be regarded as constituting an obstacle to taking partial retirement. However, as is shown below, there are limits on the steps which an employer is obliged to take to accommodate a salaried employee's application for a partial pension.

The parties agree that the requirements which may be imposed on the employer in connection with the examination of a request for partial retirement are clearly lower than in respect of parental leave and other similar situations in the legislation on leave of absence. Naturally, the requirements are also much lower than in the matter of providing continued employment when a salaried employee has a permanently reduced capacity to work due to illness. The employer's obligation to take steps to enable partial retirement is thus clearly more limited than in the aforementioned situations. The question of partial retirement must, as has been said, be examined seriously, with good will and on the basis that it is in the interests of both parties that salaried employees are able to continue to work in a way that benefits the enterprise.

### **Adjustment steps**

Typically, examination of whether partial retirement can be granted will be based on the employee retaining the duties that they already have. The employer and the salaried employee are, of course, free to agree on partial retirement which involves a transfer. The employer is obliged to discuss and consider the possibility of transferring the salaried employee to other duties, but is not obliged to actually carry out the transfer. However, the employer may be liable to pay damages if the employer does not agree to a transfer which would have enabled partial retirement to be taken without considerable disruption to the enterprise.

In its assessment, the employer must consider the possibility of some redistribution of duties between employees in order to enable the employee's partial retirement. Such a redistribution of duties is to have a natural link to the basic skills and qualifications of the employees concerned. Such redistribution cannot be claimed if it would have a negative impact on other employees in terms of their work environment or in a way that depletes the content of their work. This means, for example, monotonous or highly repetitive duties with little content.

Within the context of the employer's obligation to redistribute duties, the employer has no obligation to develop the skills of the employee or other employees beyond a reasonable period of learning for the work in question, normally up to three or four months. In this context, skills development refers to learning within the context of the performance of the work. Thus, this does not entail any obligation to re-train salaried employees. Training outside the workplace cannot normally be within the scope of the steps the employer is to take in this context. A reasonable yardstick for the training measures to be offered is the kind of induction that the employer would normally give to new employees.

### **Adjustment steps in the form of new recruitments**

As has already been shown, the parties agree that the employer is not obliged to recruit new employees part-time, to contract in labour, to hire consultants or to allow the partially retired salaried employee to work overtime to the extent that their actual normal working time corresponds to a higher employment rate than that specified.

In the case of redistribution of duties, a possible situation that could arise is that more than one salaried employee applies for a partial pension at the same time. In this situation there could be a need to recruit for a full-time position, which in itself does not constitute a considerable obstacle to granting a partial pension.

However, obstacles to granting a partial pension may exist if it is difficult to recruit new staff to replace salaried employees who have applied for partial pensions, for example when it comes to qualifications and skills which are difficult to find on the local labour market. In such a situation, it may well be usual that the employer must begin a recruitment process so as to assure the requisite skills before the salaried employee concerned takes retirement. In this context, partial retirement can help to facilitate generational change. In such cases, the question of partial retirement should be taken up again when there is a plan for generational change.

### **Shared responsibility**

As has been said, the employer has a responsibility to seriously and constructively examine whether it is possible to grant the application. The employee and the local salaried employees' party on their side have a responsibility to outline simple, concrete steps that the employer can take that would allow it to grant the partial pension. The responsibility is thus shared.

## **3 Negotiations and disputes**

If the application for a partial pension has been denied and the salaried employee wishes to have the application tested in the negotiation procedure, the salaried employee is to inform the local union organisation, which is required to request local negotiations. The dispute shall then be deemed to relate to a partial pension with an employment rate of 80 per cent and is to be dealt with in accordance with the applicable negotiation procedure as follows.

The matter of whether a partial pension is to be granted can be dealt with in local negotiations and thereafter, if the matter has not been resolved, finally in central negotiations.

If neither local nor central negotiations result in an agreement between the parties on the matter of whether a partial pension can be granted under the agreement without considerable disruption to operations, then if the salaried employee wishes to pursue the matter further, the local union organisation is to request local negotiations on the employer's obligation to pay damages for improper application of the agreement.

### **Comments**

As previously mentioned, the assessment of the application is based on the employment rate applied for by the salaried employee. If the employer has denied the application and the salaried employee wishes to pursue the matter in the negotiation procedure, the examination shall be based on an employment rate of 80 per cent. The employer is then obliged to examine whether there are also considerable obstacles to this.

The question of granting partial retirement with an employment rate of 80 per cent is thus examined in local negotiations and, where appropriate, in central negotiations. The examination in central negotiations is final concerning whether or not partial retirement can be granted. The fact that the examination is final in the central negotiations means that the case cannot be brought before a court. If the salaried employee and the local union organisation wish to claim that the employer has not fulfilled its obligations, the local union organisation is to call for local negotiations on damages for alleged shortcomings on the employer's side. What is decisive in the matter of damages for improper application of the agreement is whether the employer has failed to take sufficient care and be sufficiently thorough in its assessment, or has failed to take sufficient account of the interests of the salaried employee. The issue of damages is, of course, dealt with in accordance with the rules of the negotiation procedure and can therefore be brought before a court if the parties fail to reach an agreement. As always, it is the intention of both the parties to resolve disputes in the negotiation procedure.

The parties agree that the circumstances may well change during the proceedings, which may give rise to opportunities to find acceptable solutions, in which case the matter will rest as a result.

As mentioned above, there may be situations where, due to considerable obstacles, it is not possible to grant partial retirement at the time requested but where at a later date these obstacles are no longer present. It is then appropriate that the employer should inform the salaried employee and the local union organisation of this. Another possibility is that the salaried employee then applies again and the employer then has to examine this new application.

As always, the central parties assume that the local parties and salaried employees will ensure that both the application and the examination of the matter of partial retirement are carried out correctly. If a particular salaried employee keeps returning with new applications without any changes to justify this, the employer shall notify the local salaried employees' party of this kind of "abuse". The parties then assume that the local salaried employees' party is in agreement with the employer that any new application from this particular salaried employee only has to be examined by the employer if the application has been approved by the local salaried employees' party.

## **Annex 8**

### **Agreement on provision for partial pension**

From 1 April 2014, the employer will allocate monthly (continuously) 0.2 per cent of pensionable salary under the ITP plan. On 1 April 2015 this provision will increase by a further 0.3 per cent, i.e. to a total of 0.5 per cent of pensionable salary. Additional provision of 0.2 per cent will begin on 1 April 2016, i.e. a total of 0.7 per cent. As of 1 April 2017, an additional provision will be made of 0.2 per cent, i.e. a total of 0.9 per cent, and as of 1 April 2019 an additional provision of 0.3 per cent, i.e. a total of 1.2 per cent. Additional provision will be made as of 1 November 2020 of 0.4 per cent, i.e. a total of 1.6 per cent.

From 1 April 2023 and 1 April 2024 respectively an additional provision of 0.2 per cent is to be made each year, resulting in a total provision as of 1 April 2024 of 2 per cent.

This provision is made in order to create the conditions for the salaried employee to take a partial pension under the option provided for in point 13 of the Agreement on General Terms and Conditions of Employment. This provision is also made for salaried employees who are not over the age of 25.

Payment is made to Collectum and the money is allocated as for ITP premiums for the salaried employee. An account will be created for a salaried employee who has not yet reached the age of 25.

## **I Wage formation agreement – Unionen**

### **Agreement on wage formation in member companies of Unionen**

The Swedish Association of Industrial Employers and Unionen have agreed that the following agreement shall apply to member companies of the Swedish Association of Industrial Employers within the Construction Materials and Bottle Glass industries and the members of Unionen working at these member companies.

#### **1 The importance of wage formation**

Wage formation is a positive force in the member company's operations and creates the conditions for individuals to develop and be stimulated to perform well, which contributes to increased productivity, efficiency and profitability. All employees are involved in continuous improvement, thereby contributing their efforts, which leads to a revenue-generating wage formation process. This enables a positive wage trend and security in their employment.

Cooperation between management, union representatives and the salaried employees employed based on trust is of great importance for wage formation. Information provided to union representatives about the member company's development is important in this context.

Wage formation is based on the member company's business concept as well as the economy, productivity growth and innovation capacity, with set overall goals broken down into objectives and individual goals.

#### **2 Principles for pay determination in the member companies**

Pay is to be determined individually and differentiated on the basis of the enterprise's requirements, the nature and content of duties, and the individual's skills, capability and input. The development of personal proficiencies and capacities – e.g. in responsibility for staff, technology, finance, internal communications and material assets – and of skills, managerial and collaborative capabilities, problem solving, judgement, initiative and creativity are of importance in this context.

Individual pay determination shall take into account in particular the performance of the salaried employee in relation to set goals and the results they have achieved.

Technological development and changing conditions in the member company require upskilling. Through skills development for current and future duties, salaried employees will be better equipped to contribute to the goals of the

enterprise. The development of the member company's organisation of work requires flexibility, decentralisation, delegation of responsibilities and upskilling. This allows all employees to improve themselves in their work based on the needs of the enterprise. Dialogue between the manager and the employee provides scope for the enrichment of the salaried employee's work, and the development of their working methods and skills. When technological change occurs, there must be an endeavour to maintain meaningful content in the work as well as providing employees with opportunities to increase their competence and to take responsibility in their work.

Through upskilling, employees thus contribute to the member company's productivity development and become better prepared for future duties. This provides opportunities for personal growth with related wage growth.

The same appraisal and application of the above principles shall apply to both women and men, which results in any non-objective wage differences between them being eliminated. Ahead of the salary negotiations described below, the local parties map and analyse women's salaries in relation to men's salaries. If this analysis shows that there are discriminatory differences within the member company, these are to be rectified.

If either party so requests, the central parties are to participate in reviewing how the work to eliminate any non-objective salary differences in the member company is being carried out.

### **3 The salary process and local negotiations**

#### **3:1**

Within the individual member company, it is the management, union representatives and employees who know the most about the member company's circumstances with regard to wage formation. It is in line with the agreement's intentions that the structure of the pay process and the forms by which it is implemented are to feature cooperation between the member company management and union representatives.

In this context, the parties should find forms of cooperation and negotiation that support an active local pay process, in which the parties can contribute their knowledge from the enterprise. This includes giving each salaried employee knowledge of the grounds for pay determination and how the salaried employee can influence their wage trend. This will result in pay determination which can be accepted by both the employer and the individual salaried employee.

### 3:2

Of crucial importance for pay determination and growth and development in the salaried employee's work is dialogue between the manager and the affected member of Unionen. This dialogue should therefore deal with current duties, the work situation, development opportunities, skills requirements and results achieved in relation to set goals – all viewed in a short- and long-term overall perspective and linked to the individual wage trend.

### 3:3

The pay process includes the parties' review of the agreement's intentions and its application in the member company, and reaching agreement on the salary review date, the local criteria for the salary review and the timetable for the salary process.

Negotiations are conducted on individual salaries as proposed by the employer or the local salaried employees' party (salaried employees' local association or representative of the salaried employees at the member company).

### 3:4

Given that each employee's duties and achieved results contribute to the member company's productivity growth, increased profitability and growth, this should mean that all employees should in principle receive a pay increase. Should a salaried employee fail to receive a salary increase, separate talks are to be held between the parties concerned on the reasons for this and they should agree on what steps should be taken in order to bring about a change.

### 3:5

It is in the spirit of the agreement that the local parties should endeavour to reach agreement in the local negotiations. If there are difficulties in reaching agreement, the local parties may contact their respective organisations with a view to clarifying the intentions of the agreement and principles for wage formation.

### 3:6

If, despite the intentions of this agreement, the local parties cannot agree on the salaries for the agreement term, after the annual salary review the total payroll for the members of Unionen at the member company who are covered by the salary review is to be increased by 2.9 per cent for 2025, and 3.0 per cent for 2026, of which each full-time salaried employee covered by the salary review is to receive at least SEK 481 per month in 2025 and SEK 512 per month in 2026. If agreement on the salary review date under point 3.3 is not reached, the salary review dates shall be 1 April 2025 and 1 April 2026 respectively.



After the salary review, the monthly salary for full-time salaried employees aged 18 or over shall be at least SEK 23,263 in 2025 and SEK 23,690 in 2026 respectively.

For a salaried employee without work experience, a lower salary may be applied for 12 months. If reasons other than a lack of work experience exist, a local agreement is required.

### **4 Negotiation procedure and no strike or lockout clause**

#### **4:1**

Where agreement on the application of this agreement cannot be reached in local negotiations pursuant to point 3:3, either party may call for central negotiations.

#### **4:2**

If agreement on the application of the pay agreement is not reached in central negotiations, either of the union parties, within three months of the central negotiations being declared concluded, may refer the dispute to the Pay Issues Board.

The Board consists of four members, two of which are appointed by the Swedish Association of Industrial Employers and the remaining two by Unionen.

### **5 Effective date and duration**

This agreement applies up to and including 31 March 2027. The Swedish Association of Industrial Employers and Unionen shall negotiate the agreement in accordance with the terms of the Industry Agreement.

## **II Coverage and application rules – Unionen and Sveriges Ingenjörer (the Swedish Association of Graduate Engineers)**

### **1 Coverage rules**

#### **1.1 Scope**

The wage formation agreement covers salaried employees who started their employment with the member company by the salary review date at the latest.

#### **1.2 Exceptions**

However, the wage formation agreement does not cover a salaried employee who on the day before the salary review date:

- a) is covered by the exemption set out in Section 1 subsection 2 of the Agreement on General Terms and Conditions of Employment,
- b) is under 18 years of age,
- c) has fixed-term employment,
- d) has probationary employment,
- e) is at least 68 years of age,
- f) was employed by the member company after the salaried employee reached the normal retirement age applied at the member company,
- g) is on leave for at least the next three months.

#### ***Remark***

*However, the salaried employee is covered if the fixed-term employment has been continuous for six months or longer.*

*A probationary salaried employee is covered by the wage formation agreement if the salaried employee has transferred from previous employment under which they were covered by the Agreement on General Terms and Conditions of Employment.*

*The salaried employee is covered by the pay agreement if the leave of absence is due to sickness or parental leave. The wage trend during leave of absence should be such that the salary at the time of returning to work fits into the salary structure.*

*When a salaried employee on leave of absence (g) returns to work, their salary shall be determined according to the same standards as those applied to other salaried employees of the member company under the wage formation agreement.*

*The wage formation agreement shall guide the determination of pay for a salaried employee who, on the day before the salary review date, was employed as a substitute or on probation and was then not covered by the wage formation agreement, but who later during the agreement term obtains indefinite-term employment at the member company.*

### **1.3 Salaried employees who are no longer employed**

If a salaried employee leaves their position six months or more after the salary review date and did not receive a pay increase, an application is to be made to the member company claiming a pay increase within one month at the latest of salaried employees at the member company having been notified that the salary review has been carried out.

#### ***Remark***

*If the salaried employee fails to make this application within the specified period, the wage formation agreement provides no right for the employee to obtain a pay increase.*

### **1.4 Employment contracts on or after 1 October**

For the agreement years 2025 and 2026 respectively, if the member company and a salaried employee conclude an employment contract on or after 1 October 2024 or 1 October 2025 respectively, in which a certain salary is agreed, the salaried employee is not covered by the wage formation agreement.

#### ***Remark***

*The assumption is that the member company and the salaried employee have explicitly agreed on the salary in the contract being effective irrespective of the subsequent salary review.*

### **1.5 Salary review already carried out**

If, pending a new wage formation agreement, the local parties have already agreed on pay increases, these shall be deducted from what the salaried employees receive from the application of a subsequent wage formation agreement, unless explicitly agreed otherwise.

## **2 Application rules**

### **2.1 The term member company**

If a member company has its operations located in different localities or the member company has several units in the same locality, each unit shall be deemed a “member company”.

**Remark**

*However, the member company is deemed to be one member company if:*

- a) this has been clear practice in the application of previous wage formation agreements, or*
- b) if a local agreement has been reached to this effect.*

**2.2 Retroactive calculation**

The following applies to the calculation of retroactive pay increases. The calculation must be done individually.

- a) Pay supplements and compensation  
Pay supplements and compensation linked to monthly salary shall be calculated retroactively.
- b) Deductions for leave of absence without pay  
Pay deductions for leave of absence without pay are to be calculated retroactively.
- c) Sick pay  
Sickness deductions during the period with sick pay shall be calculated retroactively. Sickness deductions for the period thereafter shall not be calculated retroactively.

**Remark**

*During 2025, this means that sickness deductions up to and including the 14th calendar day of the period with sick pay shall be calculated retroactively. However, sickness deductions from the 15th calendar day onwards shall not be calculated retroactively.*

When a salaried employee on long-term sick leave or parental leave receives a retroactive pay increase, compensation shall be paid for the difference between the sickness benefit/parental benefit actually paid and the sickness benefit/parental benefit that would have been paid if the new salary had been used as the basis for the calculation. This retroactive compensation is payable from the date of the pay increase. This applies on condition that retroactive compensation cannot be obtained from Försäkringskassan (the Swedish Social Insurance Agency).

**2.3 Changing working time**

If the length of normal working time in the member company or for certain salaried employees changes, the salaries of the salaried employees concerned should be changed pro rata. This does not apply to a change that is a result of an agreement on a reduction in working time as part of a central agreement.

### **3 Commission**

The member company should endeavour to keep the earnings trends of salaried employees paid commission and profit shares consistent over time with that of other salaried employees. It is in the nature of these forms of pay that the annual earnings for the individual salaried employee may vary.

### **4 Incentive pay**

For salaried employees with incentive pay, the same principles apply to pay increases as for other salaried employees.

### **5 Specific pension issues**

#### **5.1 Pensionable salary increases**

Retroactive pay increases granted to a salaried employee who has ceased employment on or after the date of their salary review are not pensionable.

However, if the employment ended due to a pension contingency, the pay increase shall be pensionable.

#### **5.2 Notification of pensionable salary**

The member companies are to report a change in salary to Collectum/PRI as pensionable salary from the date of the change in salary.

## **III Agreement on wage formation in member companies of Sveriges Ingenjörer (the Swedish Association of Graduate Engineers)**

The Swedish Association of Industrial Employers and the Swedish Association of Graduate Engineers have agreed that the following agreement shall apply to member companies of the Swedish Association of Industrial Employers (Construction Materials industry and Bottle Glass industry) and the members of the Swedish Association of Graduate Engineers working at these member companies.

### **1 Common points of departure**

The parties share the view that increased profitability, productivity and innovation capacity in member companies are crucial factors for increased competitiveness and growth, thus creating better prospects for a positive wage trend for the graduate engineers.

Productivity growth is a result of a creative process that assumes clear goals for the member company's operations and for the graduate engineers. The member company's managers have a particular responsibility for setting goals and monitoring achievement of these goals through dialogue.

The agreement's focus is to create a process whereby the graduate engineer's results, skills, capability and individual wage trend are linked. This gives the graduate engineer the opportunity to influence their own wage trend.

The motivation for each development initiative shall be to strengthen the member company's competitiveness. The education and skills development of graduate engineers are of great importance for the member company's productivity and revitalisation. By developing the graduate engineer for current and future duties and initiatives, they will be better placed to help achieve the goals of the enterprise.

### **2 Basic principles for wage formation in the member companies**

#### **2:1**

Pay determination and the wage trend for graduate engineers are dependent on the conditions that create the member company's financial circumstances, in particular productivity growth and the contribution of graduate engineers to this.

Pay determination is to be part of a revenue-generating process and stimulate heightened efforts that lead to increased productivity and also to skills development in various forms.

#### **2:2**

Pay determination is to be individual and differentiated on the basis of the requirements of the enterprise and the nature and content of the duties, individual skills, capability and achieved results, as well as efforts to develop the skills of others that are important to the enterprise.

The starting point here is the duties and skills requirements and the goals of both an individual and overall nature that have been set for the enterprise. The goals may also relate to the development of personal proficiencies and capabilities, examples of important assessment criteria being technical skills as well as managerial and collaborative capabilities, technical, financial and personal responsibility, judgement, goal focus, initiative, creativity and innovation capacity.

Determining individual pay is primarily about how set goals have been achieved and the results accomplished by the individuals.

The same appraisal and application of the above principles shall apply to both women and men, which results in any non-objective wage differences between them being eliminated. Ahead of the salary negotiations described below, the local parties map and analyse women's salaries in relation to men's salaries. If this analysis shows that there are discriminatory differences within the member company, these are to be rectified.

If either party so requests, the central parties are to participate in reviewing how the work to eliminate any non-objective salary differences in the member company is being carried out.

### **3 The salary process and the local pay negotiations**

#### **3:1**

The common principles for wage formation set out in this agreement assume that the local parties undertake a joint review of the agreement's intentions and its application at the member company. With their knowledge of the member company's circumstances, the local parties are to participate in the wage formation process in a spirit of mutual respect and consensus. The parties draw up a timetable for the local pay process and agree on the salary review date.

#### **3:2**

An annual review of each member's salary is carried out. It is extremely important that a dialogue is conducted between the manager and the member concerned based on the fundamental principles set out in point 2. The development opportunities for the graduate engineer are also to be discussed in this dialogue.

The manager is responsible for initiating this dialogue.

### **3:3**

The employer submits proposals for new individual salaries for the members of the Swedish Association of Graduate Engineers to the local union association. If the local association so requests, the local parties negotiate and agree on the individual salaries, which are to take into account an analysis of the salary structure, the greater experience of the graduate engineers in their duties, increased job demands, greater authority and responsibility, promotion and improved performance. The salary structure is to reflect the graduate engineers' qualifications in the form of their education and skills in engineering.

If negotiations are not requested within three weeks of the employer making its proposal, the employer determines the salaries.

For a member who receives no pay increase, special talks should be held between the affected parties concerning the individual's qualifications for their tasks and current capacities, and the need for skills-enhancing measures or other appropriate measures.

If there is no local association at the member company, proposals are submitted to the individual graduate engineer who is also the other party for the talks.

### **3:4**

It is in the spirit of the agreement that the local parties should endeavour to reach agreement. If there are difficulties in reaching agreement, the local parties may contact their respective organisations with a view to clarifying the intentions of the agreement and its principles for wage formation.

If, despite the intentions of this agreement, the local parties do not agree on the salaries of the graduate engineers concerned as set out above, the member company's total payroll for the members covered by the salary review is to be increased by 2.9 per cent in 2025 and by 3.0 per cent in 2026, from the agreed salary review date in accordance with point 3:1. If no agreement has been reached on the salary review date, the dates 1 April 2025 and 1 April 2026 respectively shall apply.



## **4 Negotiation procedure**

### **4:1**

Where agreement on the application of this agreement cannot be reached in local negotiations, either party may call for central negotiations.

### **4:2**

If agreement on the application of the pay agreement is not reached in central negotiations, either of the union parties, within three months of the central negotiations being declared concluded, may refer the dispute to the Pay Issues Board.

The Board consists of three representatives of the Swedish Association of Industrial Employers and three representatives of the Swedish Association of Graduate Engineers. One of the representatives of the Swedish Association of Industrial Employers shall be the chair and one of the representatives of the Swedish Association of Graduate Engineers shall be the deputy chair.

## **5 Effective date and duration**

This agreement applies up to and including 31 March 2027. The Swedish Association of Industrial Employers and the Swedish Association of Graduate Engineers are to negotiate in accordance with the Industry Agreement.

## **IV Coverage and application rules – Sveriges Ingenjörer (the Swedish Association of Graduate Engineers)**

The wage formation agreement applies to members of the Swedish Association of Graduate Engineers et al. The term “et al.” means that the agreement is to apply to members of the following Saco unions:

- Akademikerförbundet SSR
- Akavia
- DIK
- Fysioterapeuterna
- Kyrkans Akademikerförbund
- Lärarnas Riksförbund
- Naturvetarna
- Officersförbundet
- Reservofficerarna
- Saco-förbundet Trafik och Järnväg, TJ
- Sjöbefälsföreningen
- SRAT
- Sveriges Farmaceuter
- Sveriges Arbetsterapeuter
- Sveriges Arkitekter
- Sveriges läkarförbund
- Sverige Psykologförbund
- Sveriges Skolledarförbund
- Sveriges Tandläkarförbund
- Sveriges Universitetslärarförbund
- Sveriges Veterinärförbund

In addition, the coverage and application rules set out in Annex II Coverage and application rules – Unionen and Sveriges Ingenjörer (the Swedish Association of Graduate Engineers) also apply to the Swedish Association of Graduate Engineers et al.

## **V Agreement on local wage formation – Ledarna**

The Swedish Association of Industrial Employers and Ledarna have agreed that the following agreement shall apply to member companies in the Construction Materials industry and members of Ledarna within the parties' common sphere of activities.

### **Section 1 Common points of departure**

With this agreement, the Swedish Association of Industrial Employers and Ledarna aim to contribute to increased productivity, profitability and competitiveness in their member companies, thus creating better prospects for a positive wage trend. This assumes well-developed and effective leadership within all functions at the member company.

Managers are the employer's representatives and have a special responsibility for ensuring that set goals are achieved and that results are followed up. This requires the continuous development and empowerment of the individual. In order to successfully communicate the member company's business concepts, key success factors and goals, managers must receive support and training and have reasonable conditions for being able to utilise this agreement.

The agreement provides the framework for the local wage formation process, where the point of departure is a dialogue between the manager and the employee. The key words in this dialogue are:

- individual goals and priorities
- skills development
- results and performance
- pay and rewards

The employer informs all those concerned about the agreement and its practical management.

If there are local representatives of Ledarna, the local process description is to be formulated jointly. The parties share a joint responsibility for quality assurance of the process. Common support material provides guidance in this work.

With regard to the principles for wage formation and its application in practice, the central parties can provide advice and support.

## **Section 2 Fundamental principles**

1. The application of the agreement is adapted to local conditions and assumes engagement, trust and responsibility.
2. The member company's salary policy and well-known pay criteria are the basis for pay determination. Managers are to be valued on the basis of their ability to generate results through their leadership.
3. Pay is to be determined individually and differentiated on the basis of the enterprise's requirements, the nature and content of the individual's duties, skills, capability and achieved work results.
4. The quality and evolution of the dialogue are based on taking joint responsibility.

## **Section 3 The local process**

The member company is responsible for initiating the pay process. For the process to function effectively, a description of how the process is to be applied needs to be drawn up in order to provide quality assurance. This process description should be in writing.

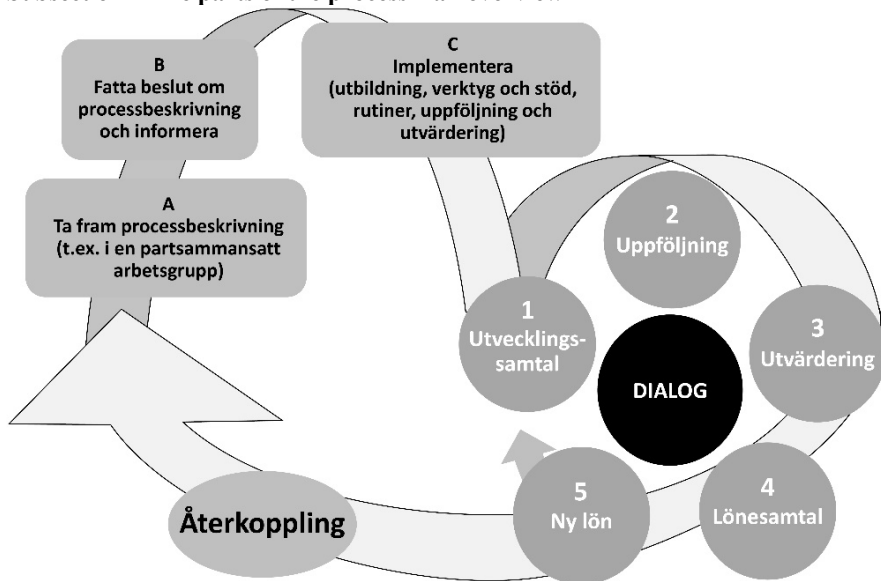
The member company defines which individuals are responsible for the pay process. In connection with this, their authorities and duties are clarified.

It is particularly important that the way in which the dialogue is to be conducted and followed up as well as the timing of the salary review are apparent. It is a good idea to set salary review dates for different individuals on different dates according to a specific order, e.g. month of employment.

If there are local representatives of Ledarna, the parties are to jointly produce a description of how the agreement is to be applied in their own member company, based on the intentions of the agreement. They must also agree on how the employer's proposals for individual salaries are to be presented to the local representatives.

If there are no local representatives, the salary-setting manager and individual member of Ledarna are to agree on the dates and forms for the career development talk, follow-up, salary dialogue and salary review date in accordance with the agreement's points of departure and principles.

### Subsection 1 The parts of the process – an overview



## Section 4 Manager dialogue

Dialogue between the manager and the individual concerned about goals, priorities, expectations and career development needs is of great importance. The focus is on establishing a process in which the individual's results, performance, skills and wage trend are tied together. This dialogue is based on the employee's mission and individual circumstances, with skills planning being a given element.

The dialogue between managers and their immediate superiors will work best if both parties have prepared themselves for the dialogue.

The dialogue should include the following elements: career development talk, follow-up, evaluation, performance appraisal and justification of the new salary.

## Section 5 Pay determination principles

Pay is to be determined individually and differentiated according to the member company's salary policy and well-known pay criteria.

In individual pay determination, factors such as the ability to manage and cooperate with others; judgement; technical, financial and personal responsibility; the ability to develop employees; initiative, creativity and innovation capacity; and an ability to see the big picture are important assessment criteria in the manager role.

Pay is to be reviewed at least once per 12-month period. Employees on parental leave are included in the annual pay process.

The immediate manager is to have a decisive influence on pay determination. A new salary must always be presented and justified in a planned conversation.

When an employee is promoted or changes position, their salary is reviewed.

## **Section 6 Special talks in the event of no pay increase**

For members of Ledarna who are offered little or no pay increase, special talks are to be held. At these talks the member's qualifications for their tasks and current capabilities are discussed, along with the need for skills-enhancing measures or other appropriate measures. The results are documented.

## **Section 7 Negotiation procedure**

### **7:1 Common points of departure**

It is within the spirit of the agreement for questions about individual pay determination and the wage trend to be primarily resolved in the dialogue between a member of Ledarna and their manager. In the event that the issues cannot be resolved, the member should contact Ledarna, at which point the provisions in this negotiation procedure apply.

Local parties are to endeavour to reach a local agreement on the format of the pay process and how the agreement is to be applied. If the parties do not agree, they may call for negotiations in accordance with the provisions in this negotiation procedure.

### ***Remark***

*In the event that an employer does not initiate discussions on the format of the pay process at all, or otherwise disregards the application of this agreement, the negotiation procedure in the general terms and conditions agreement for the relevant employers' association within the Swedish Association of Industrial Employers shall apply.*

### **7:2 Local negotiations**

Local negotiations regarding the pay process and how the agreement is to be applied are to be called for no later than three weeks after either party declares that the party is of the opinion that there is disagreement on an issue. Before local negotiations are concluded, the central parties should be consulted on the application of the agreement. The focus is to be on avoiding the need to resort to central negotiations.

### **7:3 Negotiations in the event of disagreement on individual pay**

In the event of disagreement with the employer's proposal for an individual salary, local negotiations must be called for no later than seven days after the employer has submitted its proposal. Negotiations must begin no later than three weeks after being called for. Before local negotiations are concluded, the central parties may be consulted on the application of the agreement.

### **7:4 Central negotiations**

Central negotiations are to be called for by central parties at the latest three weeks from the date on which the local negotiations were declared at an end.

### **7:5 Referral to the Pay Issues Board**

If the parties do not agree in central negotiations, the case may be referred to the Pay Issues Board for an opinion. This must be done at the latest three weeks after the central negotiations have been concluded. The Board is to issue an opinion on the dispute arising under this agreement within two months.

The Pay Issues Board consists of four members, two of which are appointed by the affected employers' association and two of which are appointed by Ledarna. The affected employers' association and Ledarna also each appoint their own secretary. If the Board is in agreement, it may act as an arbitration panel with an impartial chair appointed by the Board.

### **7:6 Limitation period**

If a party fails to observe the time limits set out above, the party loses the right to pursue the matter further and the employer then has the right to determine salaries.

## **Section 8 No strike or lockout clause**

This agreement has a no strike or lockout clause for both local and central parties in respect of the matters governed by the agreement.

If it has not been possible to reach agreement on the individual salaries in central negotiations, Ledarna or the Swedish Association of Industrial Employers may decide to suspend the no strike or lockout clause within the member company in question or the part thereof covered by the negotiations. Notice of this shall be given immediately to the other party.

To be valid, notice of industrial action must have been issued by the Board of the union or by the Board of the Swedish Association of Industrial Employers.

In all other cases, the rules on industrial action in the applicable legislation and agreements are applied.

### **Section 9 Effective date and duration etc.**

The agreement enters into force on 1 April 2017 and will remain in force until further notice, subject to three months' notice of termination by either party. The parties are agreed that this agreement is to be notified to the National Mediation Office for registration.



## **Annex 1**

Discussion points to be taken up in the local process (see also guidance/sub-points in the support material)

These points are intended as support for the establishment of a well-functioning local wage formation process that is suited to the enterprise. These points can also be used to monitor and assure the quality of the process that already exists at the member company.

The purpose of these points is to clarify roles, responsibilities and working methods, while at the same time they may also provide new perspectives.

1. The benefits of locally adapted wage formation for managers
2. Input from salary-setting managers and management prior to the salary review
3. The desired development of the individual(s)
4. Responsibilities and authority
5. The type of conversation to be conducted
6. The necessary training, support and resources
7. Quality assurance of conversations, assessments and justifications of new salary
8. Documentation of conversations and agreements
9. Handling of situations where the manager and the employee whose pay has been determined do not agree on the new salary
10. The schedule for review periods
11. Management's communication with salary-setting managers of the circumstances prior to the salary review

Bear in mind that evaluation and development of the wage formation process assures the quality of the application of the agreement and serves the needs of the enterprise.

## **Annex 2**

### Content of the manager dialogue

The dialogue between the member and their manager will work best if both parties have prepared themselves for the dialogue.

Areas that should be raised in the dialogue concerning the manager's mission and circumstances are:

- Mission and areas of responsibility
- Skills and career development
- Responsibilities and authority
- Organisational support (administrative, HR, immediate manager, colleagues, co-workers)
- Understanding of and relationship with the member company's other activities
- Expectations and conditions in the management role
  - Forms of feedback and regularity
  - Expected leadership
  - Availability and flexibility
  - Access to support functions
  - Workload

Examples of questions – see support material.

## **Support material**

1. What characterises good leadership and how do we evaluate it?
2. How would you describe your mission and your areas of responsibility?
3. How clear do you think the division of responsibilities is within the member company?
4. What degree of discretion do you think you have?
5. What influence do you have on overarching decisions and the direction of the enterprise?
6. What do you perceive your own skills development needs are – in the short and long term?
7. What has the highest priority right now?
8. What would you like to spend more time on?
9. What would you like to spend less time on?
10. To what extent and in what forum can you discuss and reflect on the enterprise?
11. What is your thinking concerning your availability in your managerial role?
12. How does your work affect your private life?
13. What support do you need in your managerial role to best manage your mission?
14. What can I do to help ensure that you have the right conditions for your mission?
15. How would you describe your relationship with your co-workers?
16. How and from whom do you get feedback on your performance?
17. What information do you need to manage your mission?



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