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EMPLOYERS' ALLIANCE (ARBETSGIVARALLIANSEN)
FOOTBALL PLAYERS IN ELITE FOOTBALL IN SWEDEN
16/09/2016 – 31/12/2019

COLLECTIVE AGREEMENTS

UNIONEN

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Agreement on general terms and conditions of employment

Section 1 Scope of the agreement

This agreement applies to all football clubs affiliated to Swedish Elite Football (SEF) and sports companies (IdrottsAB) in their capacity as employer and to elite football players employed by them who are professional as defined in the relevant Swedish Football Association (SvFF) provisions in force at any given time. SEF undertakes to also use the agreement for players who are not members of the Unionen union.

Where a sports company is affiliated to SEF but not to the relevant football club (or vice versa) this agreement will nonetheless be considered to apply to professional players employed by football clubs/sports companies not affiliated to SEF.

The SvFF Player Agreement that is in force at any time is an integral part of this agreement.

Section 2 Employment

This paragraph replaces the Employment Protection Act (lag (1982:80) om anställningsskydd (LAS)) in respect of forms of employment and associated codes of conduct.

Subsection 1 Form of employment

Employment as a player is time-limited. A contract of employment with a player who is 18 years of age or over may not be more than five (5) years in length. A contract of employment with a player who is under 18 years may not be more than three (3) years in length.

The player does not have a preferential right to re-employment.

Subsection 2 Information

The information requirement stipulated at Section 6 c of LAS will be complied with if the player is provided with a copy of the Player Agreement, with appendices, including an appendix that details the length of the employee's paid holiday, the length of the employee's normal working day or working week and the applicable collective agreement.

Subsection 3 Identity and health certification

In order to gain employment, if required by the employer at the point of employment (before an employment contract is signed), the player must provide evidence of their identity and a certificate detailing their state of health. The employer will assign a doctor and cover the cost of the certificate.

If an employment contract is extended, the employer is entitled to request a new certificate detailing the player's state of health.

In respect of the above, however, the employer is required to observe any provisions that SvFF may at any time have in place regarding medical examination of players.

Subsection 4 Extension of employment contract

The employer must enter into negotiation with the player no less than a month prior to the end of the period of employment in order to investigate whether the contract of

employment can be extended, unless the player has already been advised that they will not be re-employed. The fact that negotiation is being entered into does not guarantee that the employment contract will be extended. However, in the event of such negotiations, the employer is required to tell the player if they must expect less favourable financial terms of employment.

The player must advise the employer at the earliest opportunity if they are exercising their right under the Player Agreement to enter into a contract or negotiate a transfer as a player to another club/sports company, Swedish or non-Swedish, before the end of their contract period.

Subsection 5 Exceptions

The provisions in Section 15, 28 and 30a of LAS will not apply.

Section 3 General obligations

Subsection 1 Loyalty, trust and confidentiality

Relationships between the employer and the player will be based on mutual loyalty and mutual trust. The player must use their best endeavours to safeguard and promote the employer's interests. The employer's affairs must remain fully confidential both internally and externally.

Subsection 2 Secondary occupations

No player may undertake work or conduct any form of economic activity, whether in their own right or on behalf of another employer, that competes or conflicts with the footballing activity conducted by the employer with whom the player is employed under this agreement. No player may carry out any assignment or conduct any activity that may have a negative impact on the player's employment.

Section 4 Duties and marketing requirements

Subsection 1 Duties

The player's duties include taking part in any footballing activity that the employer requires of the player in their employment. The player must also undertake any other duties that the employer requires of the player and that are directly related to the player's post.

Subsection 2 Players' advertising/sponsorship agreements

While in an employment relationship, the player is entitled to enter into individual advertising/sponsorship agreements or other agreements concerning the assignment of the player's intellectual property rights, provided that (i) such agreements do not directly compete with agreements that the employer has entered into with the employer's major sponsors and (ii) that the employer has given their consent. The player must therefore always obtain this consent before entering into their own advertising/sponsorship agreements. However, the employer may not withhold their consent if the condition at point (i) is fulfilled. The employer must notify the player of their decision on this matter at the earliest opportunity.

Agreements with "major sponsors" means the employer's sponsorship agreements that are expressly exclusive to the sector, the employer's sponsorship agreements that expressly allow for two sponsors in the same sector to sponsor the employer exclusively or the employer's sponsorship agreements that entail regular and not insignificant direct exposure of the sponsor's logo and/or company name on match kit or stadium advertising.

In the event that the employer does not consent to a player entering into an advertising/sponsorship agreement, the employer must, if requested by the player, give reasons why the agreement is considered to compete directly with the employer's agreements with major sponsors.

Where a player enters into individual advertising/sponsorship agreements during the employment relationship, the validity period of the contract must not exceed the validity period of the Player Agreement. When entering into individual advertising/sponsorship agreements the player must also ensure that the advertising/sponsorship agreement can be terminated if the player's employment with the employer ends prematurely for any reason. If an advertising/sponsorship agreement or another agreement on the assignment of the player's intellectual property rights has been entered into prior to 1 January 2009, the player is entitled to implement that agreement without it being deemed to contravene the provisions of this collective agreement or the Player Agreement. Further, if a player's previous employment, or if a player for some other reason, is not covered by this collective agreement, the player is similarly entitled to implement any agreements that were entered into before the start of the employment relationship.

During the employment relationship a player is at all times precluded from entering into an advertising/sponsorship agreement or other agreement concerning the assignment of the player's intellectual property rights with (i) the employer's existing sponsors, (ii) sponsors with whom the employer is negotiating or has commenced discussions, or (iii) sponsors with whom the employer has had an agreement that expired within the last six months.

The clause "sponsors with whom the employer is negotiating or has commenced discussions" does not include potential sponsors or others where the employer's enquiries have not progressed to discussion or negotiation.

Subsection 3 Information about sponsorship and advertising agreements

If requested by the player at the start of the employment relationship the employer must serve the player with a list of the employer's major sponsors and continuously provide the player with an updated list of such sponsors throughout the employment relationship.

If requested by the employer at the point of employment the player must notify the employer of the existence of individual advertising/sponsorship agreements including the term of the agreements and any options for extension.

Subsection 4 The employer's right to use the name and image of the player for marketing purposes

Unless otherwise agreed, during the employment relationship the employer is entitled to use the player and the player's name and image for the purposes of marketing, seeking sponsorship and advertising/sponsorship activity, provided that the use:

- 1) is related to footballing activity and is directly connected with the player's post,
- 2) does not conflict with any agreements that the player has entered into,
- 3) does not conflict with a duty of loyalty that the player may have in relation to another employer, and
- 4) is not contrary to the player's religious or political convictions.

If the employer intends to use the player or the player's name or image the employer must always inform the player first.

For any use of the player's name or image other than that stated in this section, the player's permission will be needed in each separate case.

Section 5 Salary

The employer and the player will agree salary and any other benefits of employment on an individual basis.

Section 6 Working hours

Players covered by this agreement are exempt from the requirements of the Working Hours Act (Arbetstidslag (1982:673)) in its entirety.

Working hours for players are unregulated. The arrangement of working hours will be determined by the employer.

However, the employer must arrange the work so that the player is afforded the appropriate daily rest period, breaks and weekly rest period and does not exceed the maximum weekly working hours etc in accordance with Directive 2003/88/EG of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (The Directive). The employer may exceptionally depart from the provisions in The Directive about daily rest (Article 3), breaks (Article 4), weekly rest (Article 5) and reference periods (Article 16) provided that (i) the player is afforded equivalent periods of compensatory rest close in time to the time of the exception or – if it is not possible, for objective reasons, to grant such periods of compensatory rest – the player is offered other appropriate protection, and (ii) that the reference period does not exceed (a) 28 days when calculating weekly rest and (b) six months when calculating the maximum weekly working hours.

“Other appropriate protection” means rest or breaks at some other time. This could mean additional annual leave days. This presupposes that the employer and the player will agree how this rest is arranged at the earliest opportunity.

Section 7 Annual leave

Annual leave entitlement will be in accordance with the Annual Leave Act (semesterlag (1977:480)) with additions and amendments as detailed below.

Subsection 1 Leave year and qualifying year

The leave year and the qualifying year run concurrently and are based on the calendar year.

Subsection 2 Arrangement of annual leave

The employer will arrange the player's leave in consultation with the player. If the parties are unable to agree, the decision will be made by the employer. However, the employer cannot argue that a non-working day is an annual leave day. The employer must inform the player of their decision.

The player is entitled to a continuous leave period of at least 2 (two) weeks out of the competitive season.

Subsection 3 Holiday pay

Holiday will be paid according to the ‘same pay rule’, i.e. the player is paid the monthly salary applicable at the time of their holiday while they are on leave. There is

no entitlement to additional holiday pay or supplements. Holiday pay must be detailed in accordance with the legal requirements in force at any given time.

Subsection 4 Carried-over annual leave

Carried-over annual leave will be arranged in consultation with the player. If agreement cannot be reached the employer will make the decision in accordance with subsection 2. The employer will show earned holiday and holiday taken on the player's wage slip.

If carried-over annual leave has not been arranged before the end of the employment contract, the player will be paid 4.6% of the current monthly salary for each carried-over annual leave day. Payment must be made no later than thirty (30) days after the end of the contract. For the avoidance of doubt: any agreement that payment in accordance with this section is included in the regular salary is automatically void.

Section 8 Sick pay etc.

Subsection 1 Sick pay entitlement

Every player is entitled to sick pay for the first 14 calendar days of a period of sickness in accordance with the Act on Sickness Payments (lag (1991:1047) om sjuklön; SjLL) and subject to subsection 3:2 second paragraph. A detailed calculation of the amount of sick pay is given in subsection 4.

Sick pay from the employer from the 15th calendar day of the period of sickness is paid in accordance with this agreement.

Subsection 2 Reporting sickness absence to the employer

Absence due to sickness must be reported as quickly as possible. The employer must also be notified of the estimated date of return to work.

The same applies if the player is unable to work because of an accident or work-related injury or has to refrain from work due to the risk of contagion and there is a right to compensation under the Act on Compensation to Disease Carriers (lag (1956:293) om ersättning åt smittbärare).

In general, sick pay will not be paid for a period before the employer has been notified of the sickness (Section 8 paragraph 1 SjLL).

Subsection 3 Declaration and medical certificate

Subsection 3:1 Declaration

The player will provide the employer with a written declaration of absence due to sickness giving information about the extent to which their sickness has reduced their ability to work and the days when they were due to work (Section 9 SjLL).

Subsection 3:2 Medical certificate

The employer must pay sick pay from the seventh calendar day after the day the sickness is reported only if the employee provides a medical certificate evidencing how their ability to work is reduced and the period of sickness (Section 8 paragraph 2 SjLL).

If requested by the employer, the player must provide evidence of how their ability to work is reduced in the form of a medical certificate from an earlier date. The employer has the right to assign a doctor. The cost of obtaining a medical certificate from an assigned doctor will be covered by the employer.

Subsection 4 Amount of sick pay

Subsection 4:1 Calculation of salary deduction due to sickness absence

The sick pay paid by the employer to the player is calculated by reducing the salary in accordance with the clauses below.

Subsection 4:2 Sickness up to and including the 14th calendar day of the period of sickness

For every hour of absence due to sickness a deduction is made per hour

- for the first day of absence (waiting day) of the sick pay period

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

52 x weekly working hours

A deduction for waiting days will be made in accordance with legislation for any sickness absence that is not a consequence of the player's footballing activity. For sickness absence that is a direct consequence of the player's footballing activity no deductions will be made for waiting days.

- from the second day of absence of the sick pay period

$20\% \times \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$

52 x weekly working hours

A deduction will be made in accordance with legislation for any absence that is not a direct consequence of the player's footballing activity. In the case of absence after 01/01/2017 that is a direct consequence of the player's footballing activity no deductions will be made.

Notes

- 1) *In the case of an employee who the Swedish Social Insurance Agency (Försäkringskassan) determines is entitled to 80% sick pay for the whole sick pay period, a deduction will be made as applicable from the second day of absence of the sick pay period.*
- 2) *A new period of sickness that starts within five calendar days of the end of a previous period of sickness must be considered as a continuation of the previous period of sickness.*
- 3) *If in the last twelve months the employer has had a total of ten waiting days, a deduction will be made for the first day of a future period of sickness in accordance with whatever is applicable from the second day of absence of the sick pay period.*

Subsection 4:3 The terms "monthly salary" and "weekly working hours"

Monthly salary = the current monthly salary.

In Subsection 4:2, "monthly salary" means the fixed monthly cash salary and any fixed pay supplements in the month.

"Weekly working hours" means the number of hours worked by the employee in an ordinary working week (without public holidays). If the working hours are irregular, the weekly working hours are calculated on an average basis over a month or a different period.

Weekly working hours are calculated at no more than two decimal places, 0-4 being rounded down and 5-9 being rounded up.

If working hours vary at different times of year, the working hours are calculated on the basis of the average of ordinary working weeks across the year.

If the weekly working hours are not fixed, the calculation will be based on the administrative weekly working standard of 40 hours in an ordinary working week.

Subsection 4:4 Change in salary or weekly working hours

In the event of a change in salary or weekly working hours the following will apply.

The employer must make deductions for sickness based on the old salary and working hours up to and including but not beyond the month when the employee was notified of their new salary and their working hours changed.

If the settlement periods used by the employer for salary payment do not coincide with the calendar months, the employer is entitled when applying this provision to replace the term “month” with “settlement period”.

Subsection 4:5 Sickness, from the 15th calendar day

For every day of sickness (including non-working weekdays, Sundays and public holidays), a salary deduction due to sickness absence will be made as follows.

For players with a monthly salary of maximum $\frac{7.5 \times \text{price base amount}}{12}$

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

For players with a monthly salary of more than $\frac{7.5 \times \text{price base amount}}{12}$

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

The salary deduction due to sickness absence per day must not exceed

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

Monthly salary = the current monthly salary. (For players paid on a weekly basis, the monthly salary must be calculated as 4.3 x the weekly pay).

In the event of a change in salary the special rules in Subsection 4:4 apply.

In the case of a fixed monthly cash salary, this restriction applies equally to

- fixed salary supplements in the month
- commission, share of profits, bonus or similar earned during the period of leave that has no direct connection to the player’s personal engagement
- guaranteed minimum commission or similar.

Subsection 5 Length of sick pay period

If under the provisions of this agreement the player is entitled to sick pay from the 15th calendar day of the period of sickness, the employer must pay this to the player

- up to and including the 90th calendar day of the period of sickness

The period of sickness includes all days with deductions made for sickness absence including waiting days, and non-working days that fall in a period of sickness.

Exception 1

If during a 12-month period a player is sick on two or more occasions, their right to sick pay is limited to a total of 105 days. So if the player has received sick pay from the employer in the last 12 months, calculated from the start of the current period of sickness, the number of sick pay days must be deducted from 105. The remainder is the maximum number of sick pay days for the current period of sickness.

Sick pay days means all days with deductions made for sickness absence including waiting days and non-working days that fall in a period of sickness.

This restriction does not affect the legal entitlement to sick pay during the first 14 calendar days of the period of sickness.

Exception 2

If the player starts to receive a disability pension in line with a pension plan, they cease to be entitled to sick pay from the 15th calendar day.

Subsection 6 Coordination rules

Subsection 6:1 Coordination between sick pay and annuities

If due to a work-related injury a player is drawing an annuity instead of sickness benefit during a period when the player is entitled to sick pay, the sick pay from the employer must not be calculated in line with subsection 4 but will instead comprise the difference between 90 per cent of the monthly salary and the annuity.

There is no entitlement to sick pay on salary components up to 7.5 price base amounts for periods when sickness benefit is paid under the Occupational Injury Insurance Act (lag om arbetsskadeförsäkring; 1976:380) or periods when rehabilitation benefit is paid.

Subsection 6:2 Coordination between sick pay and other insurance

If the player receives compensation for sickness or occupational injury from an insurance other than a collectively-agreed insurance and the employer has paid the premium for this insurance, the amount of sick pay must be reduced by the amount of compensation.

Subsection 6:3 Coordination between sick pay and some forms of state compensation

If the player receives compensation from the state other than from general insurance, occupational injury insurance or under the State Personal Injury Protection Act (lag om statligt personskadeskydd; 1977:265), the amount of sick pay must be reduced by the amount of compensation.

Subsection 6:4 Special rules on entitlement to state personal injury protection

When applying the provisions in this paragraph, benefits paid under the State Personal Injury Protection Act must be considered equivalent to corresponding benefits under the Social Insurance Code (Socialförsäkringsbalken 2010:110)

Subsection 7:1 Obligation to report a health condition

If at the point of employment the player has not mentioned that they suffer from a particular health condition, the player will not be entitled to sick pay from the 15th calendar day of the period of sickness if they are unable to work due to the health condition in question.

Subsection 7:2 No entitlement to sick pay if a health certificate cannot be supplied

If at the point of employment the employer has asked for a health certificate from the player but the player has been unable to supply one due to a health condition, the player will not be entitled to sick pay from the 15th calendar day of the period of sickness if they are unable to work due to the health condition in question.

Subsection 7:3 Reduced sick pay

If the player's sickness benefits have been reduced under the terms of the Public Insurance Act, the employer must reduce their sick pay correspondingly.

Subsection 7:4 Entitlement to sick pay in the event of injury

If the player is injured in an accident caused by a third person and if no compensation is paid for loss of income under collectively-agreed occupational injury insurance, the employer must pay sickness pay only if – or to the extent that – the player is unable to get damages for the loss of earnings from the person responsible for the injury.

Subsection 7:5 Entitlement to sick pay in the event of injury or accident outside regular work

If the player is injured in an accident during the course of work for some other employer or in connection with their own business, the employer must pay sick pay from the 15th calendar day of the period of sickness only if the employer has specifically undertaken to do so.

Subsection 7:6 Certain cases where there is no entitlement to sick pay from the 15th calendar day of the period of sickness

There is no entitlement to sick pay from the 15th calendar day of the period of sickness

- if the player is excluded from sickness benefits under the Public Insurance Act
- if the player's inability to work is self-inflicted
- if the player has been injured as a result of an act of war, unless otherwise agreed.

Notes

- 1) *For restrictions to sick pay entitlement due to a disability pension see Subsection 5 Exception 2 .*
- 2) *For restrictions to sick pay entitlement due to coordination rules see Subsection 6.*

Section 9 Skills development

Consideration must be given during the period of employment to providing opportunities for the player to develop skills for their post-football career. Responsibility for this development will be shared between the employer and the player. A discussion about development must take place at least once every calendar year and must be instigated by the employer.

Section 10 Disputes

Disputes between the employer and the player regarding the application of the Player Agreement referred to in Section 1 above must not be referred to the ordinary courts for a decision. They must be resolved in an arbitration process in line with SvFF statutes and rules laid down by SvFF.

Section 11 Insurances

The employer must provide insurances for the player in accordance with the agreement on occupational pension and insurances between the parties in force at any given time.

Section 12 Period of validity**1.2**

This agreement is valid from 16 September 2016 to 31 December 2019 inclusive.

Cooperation agreement

Section 1 Parties

The Swedish Football Players' Association (Svenska Fotbollsspelare – SFS) and the Unionen union.

Section 2 Background

The Swedish Football Players' Association (SFS) is tasked with promoting Swedish football working together with the Swedish Football Association (SvFF), Women's Elite Football (Elitfotboll Dam – EFD), Swedish Elite Football (Svenska Elitfotboll – SEF) and football clubs in Sweden. It must safeguard members' interests in issues concerning protection and security as well as financial issues, including where they relate to employers, and work to achieve good working relationships between players and others active in football.

Unionen is required by its statutes to unite and provide representation for its members and to safeguard and promote its members' trade union, financial, social and professional interests. Unionen represents football players in employment.

Section 3 Purpose

The parties will work together to unite and provide representation for football players active in Swedish football.

To this end the parties have agreed

that football players in employment should be members of both SFS and Unionen **to** individually and jointly work to ensure such membership, and

that SFS will promote and safeguard the interests of its members from a sporting perspective and in respect of other issues that do not coincide with Unionen's undertakings.

Section 4 Division of responsibilities

The parties will develop the division of responsibilities between them in more detail based on the above, with the basic assumption that SFS deals with and makes decisions about matters relating to footballing activities and that Unionen deals with issues of a more typically trade union nature, including entering into collective agreements and employment law disputes. The division of responsibilities may periodically be set out in greater detail and recorded separately.

If any activity that SFS wishes to undertake is broadly of a financial nature, Unionen must be made aware of this and given the opportunity to caution against or not to approve any financial activity that may be to Unionen's detriment.

Section 5 Information and publicity in the context of the cooperation agreement

The parties agree that press releases and official statements concerning the football sector that have an impact on the other party should be agreed by the other party before publication. However, the parties are free to release official statements and press releases about issues that are handled by them individually.

If any particularly important information is to be made public, the other party must be given the opportunity to be involved and give their views.

The parties agree that it is important that they have knowledge of and information about the other party's activity in respect of relevant groups that is such that it may affect the conditions of this agreement. Information, documentation and written communications that have been sent to a counterparty or another third party in respect of footballing activity shall be provided to the other party, and documents and written communications must be made available to the other party in order to safeguard the joint interests of members.

Section 6 Confidentiality

For the duration of this agreement and afterwards the parties undertake not to reveal any information that a party has received from the other party and that may be considered to be the other party's trade secret.

Section 7 Members and affiliation

The cooperation agreement aims to ensure that the interests of employed footballers in Sweden are successfully safeguarded. The parties believe that, to achieve this, it is essential that footballers are members of both SFS and Unionen and are represented in accordance with the agreed division of responsibilities. The parties will therefore work together to ensure that all SFS members covered by the agreement become members of Unionen without delay.

The parties will work together to inform all players involved about the importance of membership of both organisations so that they can take advantage of all the benefits etc that each organisation can provide and to ensure efficiency in all the contexts in which each organisation will represent the players. In their aim to develop a strong trade union body for football players in employment, the parties consider it essential that the players are brought together within a collective bargaining body: Unionen.

Section 8 Other organisational affiliations

Both SFS and Unionen are members of other organisations at both national and international level. The parties agree that each party will inform the other party of any plans to join new associations/organisations within a footballing context and discuss as necessary.

Section 9 Cooperation group

The parties will establish a cooperation group to monitor and develop this agreement and the cooperation it is aiming to achieve. The group must meet at least once a year for the purposes of monitoring, a mutual exchange of information and planning joint activity for the coming year etc.

Section 10 Period of validity

This cooperation agreement will take effect on 1 July 2014 once it has been duly signed by the respective parties and will then apply until further notice with a notice period of six months on both sides.

