Appendix 1

Collective Agreement concerning conditions for posted salaried employees from another country within EU/EES or Switzerland when work is assigned by companies affiliated to IKEM

Disclaimer. This is an English translation of Kollektivavtal rörande villkor vid utstationering från annat land inom EU/EES eller Schweiz, då arbete ska utföras på uppdrag av medlemsföretag i IKEM.

In case of dispute regarding the proper interpretation of these provisions, only the Swedish language version will apply.

Section 1
This agreement applies to work performed by salaried employees while posted in Sweden when the work is assigned by companies affiliated to IKEM.

Section 2
During the posting period, the company shall apply conditions of employment that at least correspond to

a) Regarding compensation: the conditions for compensation in section 5 and section 6 Tjänstemannaavtalet between IKEM and Unionen regarding compensation and in the Agreement on compensation for staggered working hours, standby hours and oncall hours between IKEM and Unionen (appendix A-B).

b) Regarding working hours: the Agreement on working hours for salaried employees between IKEM and Unionen et al, the Agreement on compensation for weekly rest, the Agreement on working hours in case of shift- and underground work (appendix C-E), the Agreement on working hours reduction in accordance with the lifetime working hours model (appendix F), the Agreement regarding National Day (appendix G), and

c) The minimum monthly salary according to the Agreement on local wage formation in the companies between IKEM and Unionen (Appendix H).

Section 3
As regards annual paid leave and other mandatory minimum requirements not regulated in this agreement, section 5 in the Posting of Workers Act shall apply.

Section 4
In regard to the Agreement on working hours reduction in accordance with the lifetime working hours model (appendix F) and the Agreement regarding National Day (appendix G), withdrawal from the time allocated to the working hours account for an employee shall be made in the form of cash payment unless the company is already using systems for time banks or working hours reduction and the time is deposited in such systems. The cash payment should be made at the latest at the same day that the posting ends.
Section 5
In situations where Tjänstemannaavtalet permits agreements otherwise, by means of a local agreement, in relation to section 2 and section 4 above, such an agreement shall be permitted between the salaried employee and the company. As regards the minimum monthly salary and compensation for alteration in working hours, stand-by duty and oncall hours, such an agreement shall first be reached between the company and Unionen and thereafter between the company and the salaried employee.

Section 6
The company shall ensure that the posted workers are covered by work injury insurance. If such insurance is missing, or is substantially below the protection in the TFA insurance, the company shall sign up for an insurance with AFA.

Section 7
The company shall inform the posted workers about the conditions of employment that shall apply during the posting in accordance with this agreement.

Section 8
Pursuant to section 10 in the Posting of Workers Act, the company shall notify a posting to the Swedish Work Environment Authority. The company shall send a copy of that notification to Unionen. If a financial penalty is imposed on the company, due to infringement of the obligation to notify, in accordance with the Posting of Workers Act, no further sanction shall be imposed in this matter for infringement of the collective agreement.

Section 9
The parties agree that the provisions regarding the obligations to negotiate in the Co-Determination in the Workplace Act, for the purpose of this agreement, are limited to the correct application of this agreement. When signing this agreement, the company shall inform Unionen of the designated contact person that Unionen shall address for negotiations and matters regarding the application of this agreement.

Section 10
The company shall, should Unionen so request, provide information in writing, or other suitable manner, to show that the company is in fact applying this agreement. The information should be given in English or Swedish.

Section 11
In case of changes to the regulations in Tjänstemannaavtalet, or other agreements that are relevant for this agreement, the changes shall apply one month after they enter into force.

Section 12
The signing of this agreement results in a peace obligation between the parties.

Section 13
Disputes between the parties due to this Agreement is governed by and shall be construed in accordance with Swedish law and with jurisdiction of Swedish courts.
Section 14
This agreement applies for the duration of 12 months from signing. This agreement should be reached anew if the company thereafter is posting employees for work that is assigned by companies affiliated to IKEM.

Date/place

The Company Unionen

Appendices:
A, Tjänstemannaavtalet, section 5 and section 6,
B, The Agreement on compensation for staggered working hours, standby hours and oncall hours,
C, The Agreement on working hours for salaried employees,
D, The Agreement on compensation for weekly rest,
E, The Agreement on working hours in case of shift- and underground work,
F, The Agreement on working hours reduction in accordance with the lifetime working hours model,
G, The Agreement regarding National Day ,
H, The Agreement on local wage formation in the companies regarding the minimum monthly salary