

# Collective Agreement

between

Company:	Trade union:
Registration number:	Industrifacket Metall (IF Metall)
Address:	Olof Palmes gata 11
	105 52 Stockholm
Country:	Sweden
Telephone number:	Tel: +46 (0) 8 786 80 00
E-mail:	Fax: +46 (0) 8 20 10 94
Contact person:	

Concerning providing of services, work performed on assignment, at (the recipient of the services), (work site and the place where the work is carried out), Sweden.

## Section 1 Scope of agreement

This agreement applies to all employees employed by the company who perform work within those areas in which IF Metall is entitled to enter into agreements according to LO's (Swedish Trade Union Confederation) organisation structure.

This agreement shall not affect the employees' right to employment terms and conditions, paid salary and compensation that are more favourable according to an existing agreement.

## Section 2 Representative in Sweden

The employer shall appoint one representative who, pursuant to a written power of attorney, shall be authorised to represent the employer in all matters concerning the operations in Sweden. The power of attorney shall also include the right to represent the company in negotiations and the right to sign agreements with IF Metall.

An employer which changes its name, address, telephone number or authorised signatory shall immediately send information about such change to IF Metall's local branch office.

The employer shall inform the local branch of any and all workplaces at which the employer conducts operations and, at the same time, shall provide the name of all employees concerned. This obligation must be satisfied before work begins at a new workplace.

## Section 3 Employment agreement

The employer shall submit a supplementary written employment agreement to the employee not later than within one week from the date on which the employee commenced work in Sweden. This shall state the special terms and conditions

which apply to work in Sweden and which are set forth in sections 7–11 and sections 13 and 14 of this agreement.

#### **Section 4 Swedish employment legislation**

Disputes between the parties shall be determined by a Swedish court, applying Swedish law.

#### **Section 5 Application of the collective agreement**

The parties undertake, in accordance with the special provisions set forth below, to apply the collective agreements and other provisions which apply between IF Metall and Industriarbetsgivarna, Svemekavtalet, from time to time. The parties undertake at all times to comply with the interpretation of the agreement on which the main organisations have agreed.

#### **Section 6 Disputes**

Disputes concerning the validity of this agreement, as well as disputes related to the provisions of this agreement, shall be determined by a Swedish court applying Swedish law.

The parties are obliged to enter into negotiations as soon as one party so requests and the negotiations shall take place at IF Metall's head office in Stockholm unless the parties agree otherwise. The negotiation procedure set forth in the Employment (Codetermination in the Workplace) Act 1976:580 (MBL, *medbestämmandelagen*) shall apply between the parties.

Upon application of the law and the agreement, the local branch (**name and number**) is the local trade union organisation.

**Address**

**Telephone**

**Fax**

**E-mail**

**Contact person**

#### **Section 7 Health and Safety issues**

Before work begins, necessary agreements shall have been reached between the person who supervises the workplace, the employer and the local branch regarding the forms of cooperation for health and safety issues.

The employer shall inform the employees, each in his own language, of the working hour regulations and applicable employee health and safety regulations in Sweden. The local branch, or the trade union health and safety representative appointed by the local branch, is entitled and charged by law to stop dangerous work.

## **Section 8 Working hours and shift work supplements**

The ordinary working hours for a full-time employee shall comprise:

40 hours per any week without holidays for daytime work, broken down into 8 hours per day, Monday through Friday.

38 hours per any week without holidays for double shift and intermittent triple shift work; separate shift work supplement paid at 5.26 per cent of salary paid.

36 hours in the event of uninterrupted triple shift work with weekend breaks; separate shift work supplement paid at 11.11 per cent of salary paid.

35 hours for an uninterrupted triple shift work without weekend breaks; separate shift work supplement paid at 14.28 per cent of salary paid.

34 hours for night work on a regular basis; separate shift work supplement paid at 17.64 per cent of salary paid.

36 hours for construction work in a rock chamber under construction or for servicing work in mines; separate supplement paid at 20 per cent of salary paid.

### **Public holidays**

The following public holidays are non-working days: New Year's Day, 6 January, Good Friday, the day after Easter, 1 May, Ascension Day, 6 June (Swedish National day), Midsummer's Eve, Christmas Eve, Christmas Day, 26 December and New Year's Eve. The employer shall pay holiday salary for these days, calculated as the hourly salary (as per section 10) multiplied by 8, provided that the holiday does not fall on a Saturday or Sunday.

### **Scheduled breaks, meals, and informal breaks**

Breaks shall be scheduled during the daily working hours unless otherwise agreed between the local parties or specific impediments exist. Scheduled breaks may be switched for meal breaks at the workplace.

The employer shall structure the work so that the employee can take any informal breaks which are necessary in addition to scheduled breaks. If necessary due to the working conditions, the allotted length and designated location for informal breaks may be decided in advance.

### **Night time rest**

Each employee shall be free for night-time rest between midnight and 5 AM unless otherwise agreed between the local parties or where the work, taking into consideration its nature, the needs of the general public, or other specific circumstances, must also be conducted at night.

### **Daily rest**

Each employee shall have at least eleven consecutive hours of daily rest for each 24-hour period, calculated from the commencement of the shift, unless otherwise agreed between the local parties.

Temporary deviations from the foregoing may be made if necessitated by any specific circumstance which the employer could not anticipate, such as unscheduled overtime work, provided that the employee is provided with a corresponding period for rest immediately upon the conclusion of the shift.

In the event the employer, for objectively justifiable reasons, is unable to provide a corresponding rest period in accordance with the second paragraph, the corresponding rest period shall be scheduled as soon as possible within seven calendar days following consultation with the employee in the amount of hours by which the daily rest was shorter than 11 hours.

In the event time off pursuant to the second and third paragraphs is scheduled during ordinary working hours, no salary shall be deducted.

### **Weekly rest**

Each employee shall have at least 36 consecutive hours off during each seven-day period (weekly rest) unless the local parties agree otherwise. To the extent possible, weekly rest shall be scheduled on the weekend.

### **Overtime**

Overtime work means work in addition to the ordinary number of hours of work per 24-hour period.

Work which cannot be postponed without inconvenience for the operations shall be performed as overtime work. Overtime work may not be utilised to an extent which overstrains the employee.

To the extent possible, overtime work should be restricted.

### **Overtime hours**

The maximum permissible overtime is 48 hours during a four-week period, or 50 hours during one calendar month, however not to exceed 200 hours during one calendar year (general overtime). Other than as stated below, this 200-hour limit may not be exceeded at any time during the calendar year. Following local agreement, an additional 100 hours per year is permissible.

### **Compensatory time off**

"Compensatory time off" means time off which has been accrued through a shortening of working hours or overtime work or other understanding in accordance with this agreement. Remuneration for compensatory time off is included in the employee's ordinary salary.

When taking compensatory time off for overtime work, corresponding time registered shall be restored as available overtime.

## **Section 9 Inconvenient working hours and overtime**

Except as agreed by the local parties, the following compensation shall apply to work at inconvenient hours:

A. The following supplement (SEK) shall be payable for work between 4.30pm and 6.30am on all days:

	From 1 January 2021
04.30pm–10.30pm	27.90
10.30pm–06.30am	36.00

B. For work on public holidays pursuant to section 8 and on weekends, in addition to the amounts stated in section A above, the following shall apply:

From 10.30pm on Fridays or the day before a public holiday until 10.30pm on Sundays or a public holiday or, where several such days fall consecutively, until 10.30pm on the last such day, from 1 January 2021 SEK 78.70 per hour.

Overtime work shall be compensated with an overtime supplement and with compensation for the time worked. Compensation for overtime work is paid either in the form of money or, if the employee so desires, as time off (compensatory time off).

Overtime supplements (SEK) per hour are paid as follows:

From 1 January 2021 SEK 82.26 per hour on week days.

From 1 January 2021 SEK 135.83 per hour on Saturdays, Sundays, public holidays, Midsummer's Eve, Christmas Eve and New Year's Eve.

Overtime compensation and compensation for inconvenient work hours are not paid concurrently.

## **Section 10 Salary and vacation pay**

The minimum hourly wage payable per worked hour is (SEK):

	From 1 January 2021
For specially qualified employees:	169.82
For other employees:	166.15

This corresponds to the minimum salary under the national agreement between IF Metall and Svemet and additional compensation in accordance with sections 8–9 may be payable. The amount is a gross amount, before deductions for such taxes as the employer has a legal obligation to withhold, provided that the employer reports, for each employee, the amount of the deduction. The amount does not include pension charges, payroll taxes, or suchlike, i.e. such charges are additional.

In regard to monthly salary multiply the above hourly wages with the factor 175. The shift work supplements stated in Section 8 shall not be paid in the event of monthly salary. In the event of work in a rock chamber, a special remuneration per hour is payable with 10% x monthly salary.

175

In addition to salary, each employee is entitled to vacation pay at 12 per cent of total gross salary.

## **Section 11 Payment of salary**

Salary shall be paid at least once monthly. Payment shall be made not later than day 25 the month after the salary has been earned. The salary shall be paid in such a way that the local branch can verify the salary payment procedure and amount.

## **Section 12 Verification**

In conjunction with each salary payment, the employer shall send the local branch a list of the employees' individual working hours for the period as well as copies of paid individual salaries and compensation in order to facilitate verification of performance of the terms and conditions of this agreement.

In addition to the above, the local branch is entitled, at the company or otherwise, to review any documents necessary to verify that the employer is complying with the law and the agreement.

## **Section 13 Insurance**

The employer is obliged to acquire and maintain AFA insurance, Readjustment insurance and SAF-LO Collective Pension Insurance in accordance with applicable national collective agreements between IF Metall and SVEMEK.

In signing below, the employer also simultaneously enters into an insurance agreement with the following insurance company and schemes: Fora AB, AFA Insurance, SAF-LO Pension Insurance and readjustment insurance.

Companies with temporary operation in Sweden can apply for exemption from certain insurances. Fora AB decides on exemptions.

## **Section 14 Travel expenses and accommodations**

The employer shall pay travel expenses from the employees' home in (country) to Sweden and back. The employer shall also pay travel expenses within Sweden which arise as a result of the assignment. Compensation for travel time during and outside of the ordinary working hours shall be paid at the employee's ordinary salary rate in accordance with section 10.

### **Alternative 1:**

The employer shall pay the food and lodging costs.

### **Alternative 2:**

The employer shall pay the lodging costs.

Per diem amounts shall conform to the Swedish Tax Agency's standard amounts for non-taxable per diem payment. Half of the per diem rate shall be paid for any day with an outbound journey departing after 12 PM or an inbound journey returning prior to 7 PM. In the event of business travel of longer than three months' duration (long-term assignment), the per diem for time in excess thereof shall be reduced to SEK 168. In the event the employer is directly or indirectly responsible for costs

for meals, the per diem amount shall be reduced by actual cost, however not to exceed the amounts set forth below.

The current per diem amounts from which deduction may be made are as follows (December 2020) in SEK:

	Full per diem	Long-term assignment	50% per diem
	240	168	120
Breakfast	48	33	24
Lunch or dinner	84	59	42
Lunch and dinner	168	118	84

**Section 15 Term of the agreement and notice of termination**

This agreement is valid commencing (date X), up to and including (date Y).

In the event the work is not completed by this date, the agreement shall be valid until the work is completed. After (date Y), IF Metall shall be entitled to terminate the agreement subject to 14 days' notice of termination.

The agreement shall terminate without notice three months after the work is completed.

The employer shall inform the local branch when the work is completed.

city ..... 20....

This agreement has been drawn up in four originals, of which the employer has received one and IF Metall has received three.

Company

IF Metall

.....  
Printed name (authorized representative)

.....  
Printed name