

Collective Agreement

For posted employees.

Transport Work

Between

Company: and Swedish Transport Workers' Union
Corp. ID no.:
Address: Olof Palmes gata 29
SE-101 330 Stockholm
Country: Sweden
Tel.: + 46 10 480 30 00
Email: Registrator@transport.se
Contact person:

In respect of work carried out in Sweden and the rest of the Nordic region

§ 1 Area of application

This agreement is valid for all workers employed at the company who perform work in those areas where the Swedish Transport Workers' Union has contractual rights in accordance with the organisation chart of the Swedish Trade Union Confederation (LO).

This agreement shall not affect the employee's right to terms of employment and the payment of wages as well as remuneration that is more favourable in accordance with agreements already concluded.

§ 2 Representative in Sweden

The company shall appoint a representative in Sweden who is provided with written authority to represent the company in all matters relating to its activities in Sweden. This authority shall also include the right to represent the company in negotiations and the right to conclude agreements with the Swedish Transport Workers' Union.

If the company changes its name, address, phone number or authorised company signatory, the company shall immediately send notification of any such change to the Swedish Transport Workers' Union.

The company is obliged to inform the local department of the workplaces at which the company conducts activities and also to provide the names of all employees concerned. This obligation shall be met before work commences at a new workplace.

§ 3 Employment contract

The company is obliged, within one week of the employee having started work in Sweden, to provide the employee with a supplementary, written employment contract. This contract shall state the separate terms and conditions that apply to work in Sweden and that are set out in this agreement.

§ 4 Swedish labour legislation

Disputes between the parties shall be settled in a Swedish court under the application of Swedish law.

§ 5 Application of the collective agreement

The parties undertake, with due reference to the special provisions set out here below, to apply the collective agreement and other provisions that are in force at any time between the Swedish Transport Workers' Union and the Swedish Road Transport Employers' Association (BA) in respect of Transport Work.

The parties also undertake to observe the interpretation of the agreement agreed upon by the main organisations.

§ 6 Application for non posted personnel

The company undertakes in respect of non posted personnel to observe the collective agreement in force at any time between the Swedish Transport Workers' Union and the Swedish Road Transport Employers' Association (BA) in respect of Transport Work. The company also undertakes to apply the other provisions and interpretations of agreements within the aforementioned agreement area by which the Swedish Transport Workers' Union and the Swedish Road Transport Employers' Association (BA) are bound.

§ 7 Disputes

Disputes about the validity of this agreement as well as disputes that may be attributed to provisions in this agreement shall be settled in a Swedish court under the application of Swedish law.

The parties are obliged to initiate negotiations as soon as one party requests this, and such negotiations shall take place at the offices of the Swedish Transport Workers' Union in Stockholm unless the parties have agreed otherwise. The negotiation procedure in the Swedish Co-Determination in the Workplace Act (MBL) is applicable between the parties.

For the application of laws and agreements, the local department is XX, local trade union organisation

Address:

Tel.:

Email:

Contact person(s):

§ 8 Health and safety matters

Before work commences, the necessary agreements shall have been concluded between the party responsible for the workplace, the company and the local department on the forms of collaboration regarding health and safety matters at the workplace.

The employee shall be informed by the company in his/her language about working hours provisions and current health and safety provisions in Sweden. The right to stop hazardous work pursuant to law rests with the local department or the health and safety officer appointed by the local department.

§ 9 Scope of working hours

Normal working hours are organised between 07:00 – 16:30 Monday to Friday, with eight hours per day. Breaks shall be scheduled so that the employee does not perform work for more than six hours in succession.

If there is a need to schedule normal working hours for a different time, this shall be scheduled in a work schedule drawn up in advance, which shall be in the possession of the employee no later than five days before it comes into force. The work schedule shall cover at least one week and clearly state the start and end of working hours together with breaks.

Shortened working hours

For every completed working hour between 22:00 – 06:00, the employee is entitled to one minute of free time per completed normal working hour. The claiming of earned free time takes place by agreement between the company and the employee.

Public holidays and public holiday pay

Public holiday pay means that no deduction is made from the reduction in working hours that occurs in cases where work is cancelled because of a public holiday.

Public holiday pay relates to public holidays that fall on Monday – Saturday.

Easter Eve, Whitsun Eve, Midsummer's Eve, Christmas Eve and New Year's Eve are all treated as public holidays. The public holiday is counted from 00:00 to 24:00.

The working hours shall be reduced by the working hours that fall on the public holiday, i.e. normally eight hours. The working hours shall not be reduced if the public holiday falls on a day on which the employer has a free day.

Work that is carried out on a public holiday is remunerated with overtime pay. In addition to public holiday pay, such work thus also provides entitlement to basic pay, overtime supplement, premium compensation and supplement for inconvenient working hours.

Breaks and meal breaks

A break is an interruption in the daily working hours during which the employee is not obliged to remain at the workplace. The length and scheduling of breaks shall be specified in advance as precisely as circumstances allow and shall be satisfactory with regard to the working conditions.

Breaks shall be scheduled so that the employee does not perform work for more than six hours in succession. The aggregate time for breaks shall not exceed one hour and 30 minutes per day.

A break shall last at least 30 minutes if the working hours are between six and nine hours. If the working hours exceed nine hours, the break shall last at least 45 minutes.

When scheduling breaks, current driving time and rest period legislation shall be observed.

A break may be replaced by a meal break at the workplace if this is unavoidable in view of the working conditions or in view of illness or another event that could not have been foreseen. Such a meal break shall be included in the working hours.

Daily rest for stationary employees

Employees shall be provided with at least 11 hours' consecutive rest per 24-hour period. Occasional deviations may be permitted if caused by a special situation that could not have been foreseen by the company. Such a deviation requires that the employee is given corresponding compensatory leave.

The time 00:00-05:00 shall be included in the daily rest to which all employees are entitled.

Weekly rest for stationary employees

Employees shall be provided with at least 35 hours of consecutive leave during each seven-day period. Such weekly rest shall as far as possible be scheduled for the weekend.

If practical, technical or work organisational conditions justify it, leave of 24 hours may be applied.

Daily and weekly rest for mobile employees

Daily and weekly rest shall be scheduled in accordance with the provisions of Regulation (EC) 561/2006 on driving times and rest periods.

Overtime and compensatory leave

All time ordered and worked without permitted displacement outside 07:00 – 16:30 or the normal working hours specified in the work schedule comprise overtime.

By agreement between the company and the employee, compensation for overtime may be provided in the form of leave from normal working hours, in which case leave is granted of 1.5 hours for every hour of overtime.

Scope of working hours

All the following time shall be included in total working hours

- A) General overtime may be taken to a maximum of 200 hours per calendar year
- B) Extra overtime of 200 hours may be used by agreement between the company and the Swedish Transport Workers' Union.

§ 10 Compensation for work during inconvenient hours and overtime

Compensation for overtime work is paid at the contractual hourly rate in accordance with the following pay schedule (§12) with a supplement of 50 per cent of this.

The following amounts apply as from 1 April 2016. The amounts are sensitive to the collective agreement in force at any time between the Swedish Transport Workers' Union and the Swedish Road Transport Employers' Association (BA) and are adjusted in connection with each annual revision.

§ 11 Rules and compensation for inconvenient working hours

Inconvenient working hours supplement is paid for working hours as follows.

Basic supplement for inconvenient working hours

Monday – Friday	00:00 - 06:00
Monday – Friday	18:00 – 24:00
Midsummer's Eve	00:00 – 12:00
Christmas Eve and New Year's Eve if not a Saturday	00:00 – 12:00

Basic supplement for inconvenient working hours is paid at: SEK 30.26

Qualified supplement for inconvenient working hours

Saturdays	00:00 – 24:00
Midsummer's Eve	12:00 – 24:00
Christmas Eve and New Year's Eve if not a Saturday	12:00 – 24:00

Sundays and public holidays 00:00 – 24:00

Qualified supplement for inconvenient working hours SEK 60.51

§ 12 Basic pay and premium compensation

The employee is given remuneration in the form of weekly pay, or monthly pay by agreement with the Swedish Transport Workers' Union.

Pay for part of a pay period when an employee starts or finished his/her employment is paid at the current hourly rate.

Pay schedule

Starting pay

Monthly pay	SEK 25,088.00
Weekly pay	SEK 5,767.36
Hourly rate	SEK 144.18

Pay after two years in the job

Monthly pay	SEK 25,198.00
Weekly pay	SEK 5,792.64
Hourly rate	SEK 144.82

Pay after four years in the job

Monthly pay	SEK 25,306.00
Weekly pay	SEK 5,817.47
Hourly rate	SEK 145.44

In addition to the wage schedule above, premium compensation is paid per hour worked at the following rates:

All categories of driver

0 – 4 years in the job	SEK 2.00
After 4 years in the job	SEK 4.00

§ 13 Payment of wages

For employees who receive weekly pay, the payment week is calculated from Sunday until Saturday inclusive. The company has the right to pay wages weekly in cash or every other Thursday.

For employees who receive monthly pay, this is paid on the 25th of the month in which it is earned. If the 25th falls on a Sunday or public holiday, the pay shall be available for withdrawal on the last banking day before the public holiday.

Deductions for absence and the payment of any supplements are executed in the final payment process of the month following the calculation period in which the deductions/supplements are incurred.

§ 14 Holidays

Holidays are taken by law (Swedish Annual Leave Act 1977:480), with due observation of what is set out below:

Holiday pay comprises 13 per cent of the employee's pay that is due from his/her employment. The total pay shall include all compensation during the qualifying year, with the following exceptions:

- holiday pay other than that relating to saved holiday
- sick pay

The total pay does not include subsistence allowance, compensation for special expenses or other compensation that is not of the nature of pay.

For employees who are entitled to weekly or monthly pay, holiday pay per paid day of holiday shall total at least:

- SEK 1,303 for the holiday year 1 April 2016

§ 15 Control

In connection with each payroll period, the employer submits a list of the employee's individual working hours for the period together with copies of individual wages and compensation paid to the local department, in order to facilitate control to ensure that the terms and conditions of this agreement have been observed.

In addition to what is stated above, the local department has the right at the company or in another way to access all the supporting data required in order to check that the employer is observing the law and agreements.

§ 16 Insurance

The company is obliged to arrange and maintain AFA insurance, career readjustment insurance and a contract pension SAF-LO for Swedish citizens who are employed and registered as resident in Sweden in accordance with the current collective agreement between the Swedish Transport Workers' Union and the Swedish Road Transport Employers' Association (BA).

For employees who are not resident in Sweden, the company is exempted from the obligation to arrange AFA insurance only on the condition that corresponding insurance cover is already in place.

§ 17 Travel expenses, travel time, food and accommodation, and subsistence allowance

Travel expenses from the employee's place of residence to Sweden and back shall be paid by the company. The same also applies to travel expenses within Sweden that are incurred because of the assignment. Travel time compensation during and outside normal working hours is paid at the employee's normal pay in accordance with § 12.

Option 1:

The employer shall provide free food and accommodation.

Alternative 2:

The employer shall meet accommodation expenses.

An employee who does not receive subsistence allowance is entitled for each day worked to meal coupons at a benefit value defined by the Swedish National Tax Board.

Short-term subsistence allowance in Sweden

For work within Sweden, a subsistence allowance is paid in connection with overnight stays away from the posting location as set out below:

Subsistence allowance for accommodation SEK 265.00

Daily subsistence allowance SEK 182.00 per half day

The day is calculated from the time when the employee leaves the posting location. A new subsistence allowance per half day is paid when the time of absence exceeds the half day by at least one hour.

Long-term subsistence allowance in Sweden

For employees, the following applies for long-term work in Sweden.

Long-term work means staying overnight at a posting away from the posting location for at least 14 days in succession.

For the first six days, compensation is paid for food and accommodation at SEK 501.00 per day. If accommodation is provided, compensation is paid for food at SEK 281.00 per day.

As from the seventh day, compensation is paid for food and accommodation at SEK 314.00 per day. If accommodation is provided, compensation is paid for food at SEK 178.00 per day.

Subsistence allowance in the Nordic region

In connection with work that involves staying overnight in another Nordic country, the employee receives free accommodation and a daily subsistence allowance as follows:

Daily subsistence allowance SEK 14.00 per hour

Subsistence allowance for accommodation SEK 265.00

The time is calculated from the time when the employee leaves the posting location to the time when the employee returns to the posting location.

Subsistence allowances as described above are not paid in cases where food and accommodation of a satisfactory nature are provided.

§ 18 The agreement's period of validity and termination

This agreement is valid from until

If the work has not been completed at this time, the agreement remains valid until work has been completed. The Swedish Transport Workers' has the right to terminate the agreement at 14 days' notice after

The agreement is terminated without notice three months after the work(s) has/have been completed. The employer shall notify the local department when the work(s) has/have been completed.

Place:

Date:

This agreement has been produced in three identical copies, of which the employer takes one and the Swedish Transport Workers' Union takes two.

The employer

Swedish Transport Workers' Union

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Signature/company signatory

Agreement signatory

.....

.....

Name in block letters

Name in block letters