



Diakonia

General terms of employment for those sent abroad on international assignments

Agreement entered into between
Diakonia
Unionen
Akademikerförbunden
2010-10-19

1 Extent and period of contract

1.1 Area of application

- The agreement applies to personnel recruited in Sweden who intend to be sent to work abroad for more than one year and whose wages will be paid from Sweden. Terms of employment during the sojourn abroad are regulated by this overseas agreement in accordance with the Sector Agreement for Not For Profit and Ideology-Driven Organisations § 1, Clause 4.1.
- The agreement applies to personnel recruited internationally who intend to be sent to work abroad for a limited period of time and whose wages will be paid locally in the country of service. The terms of employment during the sojourn abroad are regulated by this overseas agreement with the exception of 4.4) Swedish national parents' insurance, 5) Swedish pay agreements, 6) Swedish national registration and income taxes, and 8) Swedish national health insurance and child benefit.

1.2 Place of posting

The place of posting is specified in the contract of employment.

1.3 Form of employment

Forms of employment of limited duration specified in the Swedish Employment Protection Act (LAS) apply with the addition of the Sector Agreement for Not For Profit and Ideology-Driven Organisations § 2, Clause 2.2 Service Abroad.

1.4 Duration of contract

A contract of employment for a particular period of time may be entered into for service abroad. Such employment may continue for a maximum of five years¹. The period of employment is specified in the contract of employment. The duration of the contract of employment is usually two years and any prolongation of the period of employment shall be agreed not later than six months prior to the expiry of the period of employment. If no agreement has been reached the employment ceases when the contract of employment expires. According to Section 25 of the Swedish Employment Protection Act (LAS), employment abroad does not give preference for new employment.

1.5 Notice of termination before the expiry of the contract of employment

Notice of termination of the employment can be given with six months' notice by the employer, and three months' notice by the employee, if nothing otherwise has been agreed between the employer and employee in the individual contract of employment. Notice of termination given by Diakonia shall be factually based in accordance with the provisions of the Swedish Employment Protection Act (LAS), with the addition of the following.

- If the conditions that existed when the contract of employment was signed have changed substantially due to war or natural disaster and where relocation within the region is not possible, the contract of employment can be terminated after a total of 72 days.
- In the case of accident or long-term illness because of which, after consultation with the treating physician, it is considered that the employee does not have the capacity to continue to carry out the work assignments in the overseas contract of employment, the contract can be terminated after a total of 72 days.
- An employee who unilaterally leaves his/her employment without conforming to the applicable period of notice is no longer covered by 7.1) and 7.2) of the contract, which regulate return journey, and freight and removal allowances.

¹ The five year limit does not apply to current employees who were employed before 01-05-2010 and who have been employed for more than five years.

1.6 Work assignments

The employee's areas of responsibility are defined in the relevant work and job description. The work assignments are regulated and prioritised in consultation with the employee's immediate superior.

1.7 Accompanying family members

Accompanying family members are considered to be husband/wife/cohabiting partner and children under the age of 19, sent out together with the employee with the intention of residing in the country of service. If the accompanying family member is employed or has his/her own business, the employee and Diakonia shall discuss what parts of this overseas agreement shall continue to apply.

2 General fundamental principles

2.1 Loyalty and trust

The relationship between the employer and employee is based on mutual loyalty and mutual trust. The employee shall safeguard and promote the interests of the employer. Total discretion shall be observed both inwards and outwards in Diakonia's affairs.

2.2 Spare time occupations

The employee may not work or conduct economic activities for another employer. Nor may the employee undertake assignments or activities that can be detrimental for the work. If the employee intends to undertake assignments or spare time occupations of a more extensive nature, he/she shall therefore first consult with the employer.

2.3 Code of conduct

The employee and accompanying family members shall observe international conventions. Swedish law should be a guide and the employee shall be fully aware of local laws and regulations. Inappropriate behaviour during service abroad risks damaging the credibility of both the employee and Diakonia in relation to the inhabitants, local authorities, other international personnel and/or organisations. Diakonia supports the "Recommended Code of Conduct for Swedish Personnel on International Assignments" drawn up by the Network for Ethical Rules and Codes of Conduct², see Annex 1.

3 Hours of work

3.1 Normal hours of work

Unless otherwise stipulated in the contract of employment, normal hours of work shall be 37.5 hours per week.

- Working time is not regulated and is allotted in consultation with the employee's immediate superior and with reference to the laws, customs and current climatic conditions of the place.
- Regulation of normal hours of work shall be carried out on a continual basis during the current calendar month. Total work time during a month should accommodate the normal hours of work.

3.2 Overtime

- In view of the nature of the work, which involves independent planning of the work, it is impossible to check overtime, consequently there is no right to overtime compensation. According to the Sector Agreement for Not for Profit and Ideology-Driven Organisations, § 6,

² The guidelines were worked out by a network comprising representatives of the Swedish Ministry for Foreign Affairs, the Swedish Rescue Services Agency, the Swedish National Courts Administration, the Swedish National Criminal Police, SIDA, the Swedish Armed Forces, Kvinna till Kvinna, Forum Syd, Save the Children Sweden and the Swedish Red Cross.

Clause 3.1, an employee who does not have the right to separate overtime compensation shall be compensated with 5 extra vacation days per calendar year.

4 Free time

4.1 Holidays

Holidays at the place of service which fall within normal hours of work are free time as a rule, however a maximum of 10 days of holiday per calendar year. Unless otherwise agreed, the employee shall not be required to work during the Swedish New Year's Day, Good Friday, Easter Sunday, Christmas Eve and Christmas Day, and can if he/she so wishes exchange these days for local holidays and work during them.

4.2 Vacation

Vacation benefit shall apply in accordance with Swedish legislation with the following exceptions:

- the qualifying year of service (qualifying year) and vacation coincide and consist of a calendar year.
- vacation comprises 30 days until the employee reaches the age of 39.
- as from the year in which the employee reaches the age of 40, vacation comprises 35 days.

4.3 Taking vacation

Vacation shall be granted by the employee's immediate superior. Vacation bonus is paid after the pay administrator receives the relevant accounting information.

- at least four of the year's vacation weeks should be allotted to a continuous period.
- at least 20 vacation days must be taken per calendar year.
- only full vacation days can be taken.
- the right to save days in excess of 20, however a maximum of 40 days in total.
- vacation days that are not saved shall be taken not later than 31 December of the year to which they are allotted.

4.4 Taking parental leave

An application for parental leave shall be made in good time and given to the employee's immediate superior not later than six months before the commencement of the leave, or if this is not possible, as soon as possible. The employee and the employer shall discuss appropriate alternatives for taking parental leave.

Alternative 1.

In connection with pregnancy/childbirth, the person who so wishes shall be given the opportunity of curtailing service abroad to return to Sweden and there take full parental leave in accordance with Swedish legislation. The employee then has the right to parental benefit from the regional social insurance office instead of his/her wage. Parental benefit is 80% of the income qualifying for sickness cash benefit. The employer pays for the return journey to Sweden, with freight and removal allowance for the persons specified in the contract of employment in accordance with 7.1 and 7.2.

Alternative 2.

In those cases that the activity³ permits, an employee who so wishes shall be given the opportunity of six months' continuous parental leave in the country where the employee is stationed. The leave can commence one month before the expected date of childbirth. If both parents are employed by Diakonia they shall be given the opportunity of sharing the above leave. After receiving an account of the benefit from the regional social insurance office, Diakonia will pay the difference up to the level of the employee's normal wage abroad. The

³ Refers to activity planning and/or national legislation on visas and work permits.

employee is responsible for notifying in respect of insurance for employees abroad, see 8.3, to obtain compensation for necessary and reasonable expenses for ongoing pregnancy checks and childbirth.

4.5 Leave of absence

A short period of leave of absence without deduction of pay can be granted for:

- one's own marriage, maximum one day.
 - family reasons of an acute nature, maximum one day, plus the required number of travel days.
 - the funeral of a close relative, maximum three days, plus the required number of travel days.
- By close relative is meant husband/wife/cohabitant partner, child, grandchild, brother, sister, parents and parents in law.

5 Terms and conditions of remuneration

5.1 Pay

Pay is set in the contract of employment and is adjusted annually in accordance with the current Sector and Pay Agreement of the Swedish Employers' Alliance's Sector Committee Not for Profit and Ideology-Driven Organisations, Unionen, the Swedish Union of Local Government Officers (SKTF), Akademikerförbunden/Jusek.

5.2 Time reporting and payment of wages

Wages are paid monthly from Sweden. Deviation from normal hours of work, such as absence for sickness, holiday leave, etc., shall be entered in the Hogia PA Intranet time reporting system not later than on the 5th of each month.

5.3 Accompanying person allowance

If the accompanying husband/wife/cohabitant partner does not have a personal income nor operates a consultancy or business, an accompanying person allowance is paid to the employee equivalent to 14% of the current base amount. No reduction shall be made to the accompanying person allowance for temporary income less than 14% of the base amount.

6 National registration and income taxes

6.1 National registration

A person who intends to reside outside Sweden for at least one year shall notify the Swedish Tax Agency of this not later than one week before leaving Sweden. www.skatteverket.se

6.2 Application for tax adjustment

The employee must apply to the Swedish tax authorities each year for tax adjustment on form SKV 4303. The decision shall be sent to the pay administrator to avoid double taxation. The sojourn abroad may not be interrupted to visit Sweden for longer than that the stay is equivalent to six days for each whole month of the duration of the employment or a total of 72 days during one and the same year of employment.

6.3 Unlimited tax liability in Sweden.

A person who has substantial connections to Sweden has unlimited tax liability in Sweden for all income abroad. The employee can apply for exemption from tax in two ways:

1. Production of receipts for tax paid in the country of operations (the six months rule).
2. Production of certificate, issued in the country of operations, verifying exemption from tax in the country of operations, on account of that country's legislation or administrative practice (the one year rule).

7 Journey from Sweden and return journey to Sweden, removals, etc.

7.1 Journey from Sweden and return journey to Sweden

Diakonia will pay for the outward journey from the place of residence to the place of posting for the persons stipulated in the contract of employment. Route and method of travel determined by agreement between the employee and the employer.

7.2 Freight and removal allowance

In connection with the outward journey at the commencement of the period of employment, and the return journey at its end, a freight and removal allowance is paid to the employee of 28 percent of the base amount plus 14 percent of the base amount for each accompanying family member.

7.3 Annual journey home

Diakonia will pay for the journey home for the employee and the accompanying family members stipulated in the contract of employment. A free journey home can be paid not earlier than six months after the outward journey and not later than six months before the expiry of the contract of employment.

7.4 Service accommodation

Diakonia assigns rent-free accommodation, with basic furnishing. The rental undertaking includes water, electricity and heating charges, and the cost of security personnel if required.

7.5 Travel between the service accommodation and the place of duty

Travel between the employee's accommodation and place of work, including school and childcare, is paid for by Diakonia. The compensation is paid at a fixed standard amount within each respective region. The compensation shall cover normal transport costs within the country depending on the security situation and accessibility of public transport.

8 National insurance, health care and medical treatment, etc.

8.1 Health insurance

Sickness benefit is only paid if the insured is resident in Sweden. The employee's income that qualifies for sickness cash benefit (SGI) is dormant during the sojourn abroad for a maximum of five years. When the insured returns to Sweden it is reactivated at an amount not less than what it was immediately before the insured left Sweden.

- Accident and sickness shall be immediately notified to the employee's immediate superior. Inability to work lasting more than 7 days shall be supported with a medical certificate. During the period of inability to work the employee receives full pay.

8.2 Child benefit

A child accompanying the employee abroad has the right to child benefit from the Swedish regional social insurance office if the sojourn abroad is intended to last not more than five years. A person wishing to claim this right must notify the regional social insurance office before departure. If the social insurance office does not pay child benefit, a sum equivalent to the current child benefit in Sweden will be paid to the employee. For this, proof must be provided that the regional social insurance office has refused to pay child benefit.

8.3 Child care

If necessary, Diakonia will pay agreed charges over and above the current maximum rate in Sweden.

8.4.4 School fees

Diakonia will pay agreed school fees, school lunches and travel to and from school up to the level of leaving upper secondary school, including compulsory preschool.

8.5 Pension insurance

During service abroad, it is not possible to pay contributions into the Swedish pension system. Instead, Diakonia pays an equivalent amount to a private occupational pension scheme. The pension-based income is based on a Swedish taxable gross wage before standard tax deduction (30%) and housing costs. The wage is equivalent to the wage that the employee would receive if working at Diakonia's head office in Sweden. The employer is responsible for joining the supplementary pensions plan for salaried employees (the ITP plan):

- TGL -Occupational group life insurance
- TFA -Work injury insurance in service abroad
- LFU -Medical expenses insurance in service abroad.

8.6 Insurance for personnel stationed abroad

The employee and the accompanying family members stipulated in the contract of employment are insured by Diakonia with Europeiska's insurance for employees stationed abroad. To be accepted for this insurance the insured person must provide a declaration of health. www.europeiska.com. The insurance for personnel stationed abroad covers the following:

- Sickness and accident
- Invalidity, death
- Crisis therapy
- Pregnancy, childbirth
- Childcare and healthcare
- Liability, legal cover assault
- Property cover
- Travel insurance

8.7 Sickness and accident

The insurance covers necessary and reasonable costs in connection with medical care, additional expenses and transport home in connection with care and treatment.

- To claim compensation, the insured person must notify the insurer of sickness and accident. Diakonia will pay any excess on the insurance

8.8 Pregnancy and childbirth⁴

The insurance compensates necessary and reasonable costs of routine checks during pregnancy and of childbirth.

- To claim compensation, the insured person must notify the insurer of the pregnancy. Diakonia will pay any excess on the insurance

8.9 Preventative healthcare for children⁵

Preventative care not covered by the medical expenses insurance, for example vaccinations and annual medical examination. Also orthodontics (correction of irregularities of the teeth) are included. Maximum SEK 10,000 per person per calendar year.

- To claim compensation, the insured person must notify the insurer. Diakonia will pay any excess on the insurance

⁴ The waiting period is 10 months from the date at which the insured person is first covered by the insurance

⁵ Children up to the age of 18.

8.10 Dental care

The insurance will compensate the cost of dental treatment due to accident. In the case of acute toothache reasonable costs will be compensated for one treatment occasion per year for pain relief and for temporary treatment.

- To claim compensation, the insured person must notify the insurer of the costs. Diakonia will pay any excess on the insurance

8.11 Crisis therapy

If during service abroad the insured person is subjected to robbery, threat, assault or other traumatic event that involves an acute mental crisis, the insurance provides cover for treatment by a qualified psychologist.

- To claim compensation, the insured person must notify the insurer. Diakonia will pay any excess on the insurance

8.12 Journey home due to an emergency situation

The insurance provides cover for necessary and reasonable costs if the insured person is forced to terminate the position abroad on account of serious illness, severe accident of life-threatening nature or death of a close relative of the insured person or serious damage or break-in that has occurred to the insured person's residence in Sweden.

- To claim compensation, the insured person must notify the insurer. Diakonia will pay any excess on the insurance

8.13 Risky spare-time activity

No cover is provided for costs affecting the insured person in the case of accident in which the insured person has participated in such things as:

- Rock-climbing, gliding, hang-gliding, parachuting.
- Bungee jumping, off piste-skiing, expeditions and other similar risky activities.
- Sports or athletic competitions or training prior to competition (however, the insurance does provide cover for school sports under the auspices of the school).

The insured person is responsible for finding out whether the spare-time activity is considered risky under the terms and conditions of the insurance,

8.14 Duty to notify regarding travel in war zones and high-risk areas

The employee and accompanying family members are under duty to notify the insurance company in advance regarding travel to war zones or other high-risk areas. If such notification is not made, the insurance that Diakonia has taken out will not provide cover. The countries for which duty to notify is required are listed on www.europeiska.com › företagsförsäkringar › riskområde › anmäl resa.

8.15 Security and safety requirements

The employee and accompanying family members are under duty to conform to the security and safety plans and instructions issued by Diakonia through those responsible at head office or regional office for each emergency situation. This also applies to non-working hours. In the case of emergency situations in our countries of posting, Swedish citizens shall follow the instructions issued by the Swedish embassy or the foreign embassy that represents Swedish interests.

9 Period of validity

This agreement applies from 01-01-2011 until further notice with three months' mutual notice for termination. Notice of termination shall be given in writing.

Agreement signed on:

Akademikerföreningen

Diakonia

Unionen

Diakonia

Annex 1. Code of conduct

1. Inappropriate use of position of power

You shall not use your position of power as international personnel in an inappropriate way. Nor shall you use your position of power to provide advantages to others that they would not normally have. Your behaviour and your association with others shall be such that it can never be interpreted that you demand or expect various services or benefits, such as sexual services, "subsidised" rent, etc.

2. Discrimination

You shall not discriminate against any individual or group, irrespective of sex, age, ethnic origin, religion, sexual orientation, political views or functional disability. Nor shall you discriminate against anyone on account of their social position or national affiliation.

3. Corruption

You shall not participate in corruption by giving or receiving bribes, either in the form of money or as other benefits intended to acquire advantages for you in relation to others.

4. Organised crime

You shall avoid all forms of contact with organised crime.

This covers everything from buying cheap capital goods on the black market to indirect support of trade in people. As regards trade in people, so-called trafficking, you shall be aware that trade in people does not only occur with the intention of sexual exploitation but also occurs in other areas including household and gardening assistance.

5. Purchase of sex

The purchase of sexual services is not permitted during service abroad.

By purchase of sexual services is here not only meant "cash purchase" of sexual services from prostitutes, visits to brothels, etc., but also "private support" in the form of payment of bills, rent, school fees, etc., in exchange for sexual services.

Visits to porno, striptease and similar clubs are not permitted as this can involve support for criminality such as the sex trade and other criminal activities.

6. Sexual assault

All forms of sexual assault are prohibited as are all forms of sexual contact with children.

Assault will be reported to the police.

7. Sexual harassment

No employee shall be subjected to sexual harassment. By sexual harassment is meant such unwelcome behaviour based on gender or unwelcome behaviour of a sexual nature that violates the integrity of the employee at work. (Section 6 of the Swedish Equal Opportunities' Act).

8. Pornography

You shall keep your work place free of all pornographic material. Nor shall you use the technical equipment such as computers etc., that your organisation provides to look at or disseminate pornographic material. All involvement with child pornography is totally prohibited, including outside the work place.

9. Alcohol

You shall have a restrictive approach to alcohol and the consumption of alcohol.

In service, consumption of alcohol is only permitted in exceptional cases: official dinners and similar events. You should also be restrictive as regards alcohol consumption in your free time. The consumption of alcohol is strictly prohibited in connection with driving.

10. Preparations classified as narcotics.

All forms of association with and holding of preparations classified as narcotics are prohibited, if they are not within the framework of the assignment and thus included in the service, such as within medical care and the combating of narcotics, or refer to prescribed medicine for your own personal use.