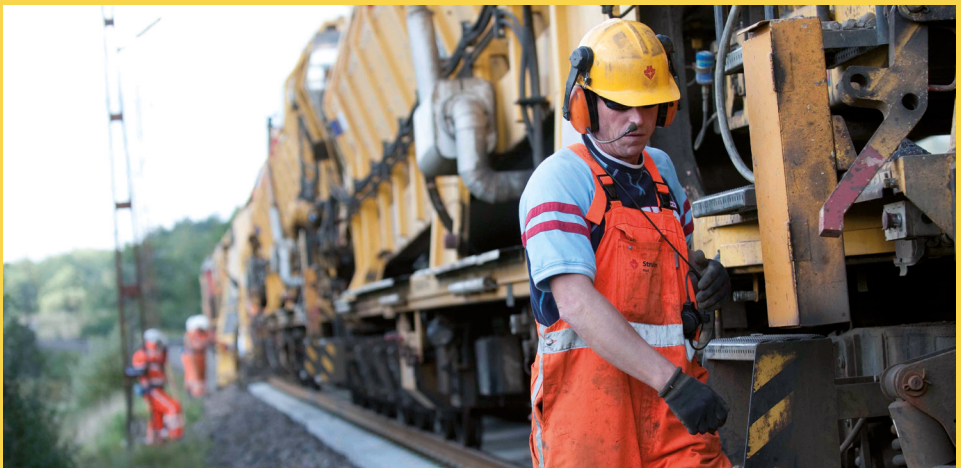


ROAD AND RAIL AGREEMENT 2014-2016

**Collective agreement between
The Swedish Construction Federation
and
The Swedish Union for Service and
Communications Employees – Seko**



ROAD AND RAIL AGREEMENT 2014-2016

**Collective agreement between
The Swedish Construction Federation
and
The Swedish Union for Service and
Communications Employees – Seko**

CH. 1 COMMON STARTING POINTS AND OBJECTIVES . 11

GENERAL TERMS OF EMPLOYMENT

CH. 2 WORKING HOURS AND RECOVERY

§ 1 Scope 12

§ 2 Length of and changes to working hours..... 12

§ 3 Total working hours 12

§ 4 Daily rest 12

§ 5 Notice of changes to normal working hours..... 12

§ 6 Normal working hours 13

§ 7 Cleaning staff 13

§ 8 Shift work 13

§ 9 Two-shift operation 13

§ 10 Three-shift operation 13

§ 11 Night work 14

§ 12 Adjustment of normal working hours..... 15

Work in rock chambers

§ 13 Daily working hours 15

§ 14 Shift working hours..... 15

§ 15 Normal working hours with two-shift operation .. 15

§ 16 Normal working hours with discontinuous three-shift operation 15

Reduction in working hours

§ 17 Qualifying year..... 16

§ 18 Exercising of reduction in working hours..... 16

§ 19 Cash payment in lieu of a reduction in working hours 17

§ 20 Rounding17

On-call

§ 21 On-call duty.....17

Weekly rest, breaks, etc.

§ 22 Weekly rest 18

§ 23 Weekly rest for night work 18

§ 24 Breaks, meal breaks, rest periods..... 19

Overtime

§ 25 Overtime..... 19

§ 26 Overtime of more than 200 hours20

§ 27 Emergency overtime20

§ 28 Notes on overtime20

Entitlement to leave and special leave

§ 29 Leave for assignments 21

§ 30 Special leave 21

§ 31 Medical examination.....22

§ 32 Provision of information by occupational health..22

CH. 3 SALARY PROVISIONS

Forms of salary

§ 1 Main form of salary23

§ 2 Salary determination 23

§ 3 Conversion to hourly rate..... 23

Basic salaries

§ 4 Professional skilled workers23

§ 5 Machine operators.....23

§ 6 Drivers, etc.24

§ 7 Other employees aged 19 and above24

§ 8 Other employees aged under 1924

§ 9 Employees in training24

Salary tables 2013-2016

Special salary supplements and compensation

§ 10 Compensation for overtime, allowances for shift work and staggered working hours and unsocial hours.28

§ 11 Time off in lieu for overtime 31

§ 12 Compensation for on-call duty 31

§ 13 Supplement for working in rock chambers..... 32

§ 14 Compensation for special reduction in working hours .32

Salary in other situations**Special payment for employees with a monthly salary**

§ 15	Sick pay.....	33
§ 16	Salary in the event of lay-off.....	34
§ 17	Leave.....	34
§ 18	Other absence.....	34

Special payments for employees paid by the hour

§ 19	Sick pay.....	35
§ 20	Salary in the event of lay-off.....	35
§ 21	Leave.....	35
§ 22	Preparatory and finishing work.....	36

Public holiday pay

§ 23	Employees with a monthly salary.....	36
§ 24	Employees paid by the hour.....	36

Lay-off and lay-off salary

§ 25	Lay-off.....	39
§ 26	Suspension of work.....	39
§ 27	Negotiation and return to work.....	40
§ 28	Rules on the order of priority.....	40
§ 29	Lay-off salary.....	40

Sick pay – Sections 6-9 of the Swedish Sick Pay Act

§ 30	Amount of sick pay.....	41
§ 31	Notification of illness.....	42
§ 32	Certificate, etc.....	42
§ 33	Declaration.....	42

Maternity and parental pay

§ 34	Maternity pay.....	42
§ 35	Parental pay.....	43

Piece work pay

§ 36	Agreement on piece work.....	43
§ 37	Measurement of piece work.....	44

§ 38	Dispute.....	44
------	--------------	----

Monitoring and measurement

§ 39	Monitoring and measurement.....	44
§ 40	Measuring work and measuring fees.....	45

Other

§ 41	Payment of salary.....	45
§ 42	Definition of payable salary.....	45
§ 43	Application of the allocation rate.....	45

CH. 4 TRAVEL PROVISIONS**Daily travel**

§ 1	Compensation for travel expenses for daily travel	46
§ 2	Travel using means of transport other than a private vehicle.....	46
§ 3	Carpooling.....	46
§ 4	Means of transport, etc. provided by the employer	47

Work involving an overnight stay

§ 5	Subsistence allowance or free board and lodging.	47
§ 6	Different forms of accomodation that employers can provide.....	48
§ 7	Remote working allowance.....	49
§ 8	Subsistence allowance.....	49
§ 9	Temporary residence – permanent residence.....	50
§ 10	Time limit.....	50
§ 11	Free board and lodging.....	50
§ 12	Beginning and end of remote working.....	50
§ 13	Travel time allowance for employees with a monthly salary.....	51
§ 14	Travel time allowance for employees paid by the hour..	51
§ 15	Remote working on public holidays, Sundays, or days off.....	51
§ 16	Subsistence allowance in the event of accident or illness.....	52

	General provisions	
§ 17	Compensation for travel expenses when an employee changes their permanent residence	52
§ 18	Subsistence allowance when an employee moves their permanent residence	53
§ 19	Change of permanent residence - change of address	53
§ 20	Calculation of compensation for expenses	53
§ 21	Route	53
§ 22	Central site	53
§ 23	Temporary residence.....	54
§ 24	Offer of new work in the event of a reduction in operations.....	54
§ 25	Basis for reimbursement of expenses	54
§ 26	Use of own car on business	54
§ 27	Scope	55
§ 28	Mileage allowance	55
§ 29	Road tolls and congestion charges.....	55
CH. 5	GENERAL RULES	
§ 1	Information about the workplace	56
§ 2	Workplace visits	56
§ 3	Inspection and correction.....	56
	Personal protective equipment and work clothing	
§ 4	Personal protective equipmnet and work clothing	56
§ 5	Safety shoes.....	57
§ 6	Free overalls	57
§ 7	Compensation for driver smart card for use in digital tachographs.....	57
	Compensation for lost or damaged tools and clothing	
§ 8	Tools and other aids	58
§ 9	Work clothing	58
§ 10	Personal clothing.....	58
	Other	
§ 11	Air conditioning equipmnet in contract machinery .	58

	SPECIAL AGREEMENTS	
CH. 6	EMPLOYMENT PROTECTION	
§§ 1-2	Preliminary provisions	60
§§ 3-5	Contract of employment.....	61
§§ 6-8	Notice that fixed-term employment will not be continuing.....	65
§§ 9-12	Termination by the employer	67
§ 13	Notice period.....	70
§§ 14-16	Salary and other benefits during the notice period ...	71
§§ 17-19	Dismissal	72
§ 20	Salary and other benefits during the lay-off preiod..	73
§§ 21-22	Priority in the event of termination of employment .	74
§§ 23-25	Preferential right to re-employment.....	77
§§ 26-28	Negotiations etc.....	78
§ 29	Retirement, etc.....	81
§§ 30-33	Disputes concerning the validity of termination of employment or dismissal, etc	82
§§ 34-36	Limitation period	83
§§ 37-38	Damages	84
CH. 7	AGREED PRIORITY AREAS.....	86
CH. 8	HIRING OF LABOUR IN THE EVENT OF PREFERENTIAL RIGHTS TO RE-EMPLOYMENT .	89
CH. 9	AFA INSURANCE.....	92
CH. 10	LENDING AND BORROWING OF LAYBOUR.....	93
CH. 11	ANNUAL LEAVE	97
CH. 12	STAFF AREAS	101
CH. 13	OCCUPATIONAL TRAINING AGREEMENT	106

CH. 14 WORKING IN ROCK CHAMBERS	107
CH. 15 SCOPE AND DURATION OF THE AGREEMENT	111
CH. 16 COOPERATION AND CO-DETERMINATION AT COMPANIES	113
CH. 17 NEGOTIATION PROCEDURE	115
CH. 18 WORKPLACE NOTIFICATION.....	120
CH. 19 STATUS OF TRADE UNION REPRESENTATIVES AT THE WORKPLACE (FMÖ)	121
CH. 20 CO-DETERMINATION AGREEMENTS.....	126
CH. 21 AGREEMENT ON COMPANY WAGE STRUCTURES ..	137
CH. 22 WORKING ENVIRONMENT	140
CH. 23 RULES OF APPLICATION SECTIONS 38-40 MBL.....	147
CH. 24 PERMANENT EMPLOYMENT FOR SEASONAL WORK	153
CH. 25 LIST OF AGREEMENTS NOT INCLUDED IN THE PRINTING OF THE AGREEMENT	156
SEKO'S DEFINITIONS OF LOCAL PARTY	158
SUBJECT INDEX	160
QUERIES	173

CH. 1 COMMON STARTING POINTS AND OBJECTIVES**§ 1 Introduction**

The common purpose of the Swedish Construction Federation and Seko with regard to this agreement is, on the basis of an overall view of relations between the employer (hereinafter referred to as the company) and its employees, to contribute to the development and efficiency of the company in order to achieve greater productivity and profitability, for the benefit of both the company and employees. This will create the conditions for recruitment, job security and development at the workplace, along with positive wage growth for employees.

To achieve this objective, the employees must be given the opportunity for active participation and involvement in the company's operations, and particularly with regard to their own work. This is best done through intensive cooperation and co-determination, increased opportunities for continuing professional development, good working environment, personal wage determination and simple, clear and safe working conditions and terms of employment.

The organisation of working hours is extremely important, in order to enable the company's operations to be adapted to the interests of the orderer (the customer) as well as for the efficient use of equipment and resources, and to ensure that the wishes of the employees are fulfilled. Greater use of more forms of employment and more flexible working patterns provides a greater opportunity to adapt working hours to the needs of both the workplace and the employee.

§ 2 Local agreements

The local parties have the right to agree on derogations from the provisions of the agreement that relate to the general terms of employment, Chapter 2 to Chapter 5 inclusive, and where specifically stated. Such agreements must be made in writing and must not violate any law or generally accepted practices on the labour market. If no such agreements are made, the terms stated in the relevant provisions of the central agreement shall apply.

GENERAL TERMS OF EMPLOYMENT

CH. 2 WORKING HOURS AND RECOVERY

§ 1 Scope

This chapter replaces the Swedish Working Hours Act (1982:673) in its entirety.

Statutes and agreements stipulate special rules for minors.

§ 2 Length of and changes to working hours

Unless the local parties reach a written agreement pursuant to Chapter 1, Section 2, the following rules shall apply. Such local agreement should be made in advance of the commencement of the work.

Normal working hours, for work other than “rock work”, must not include the Saturday before Easter, Whitsun Eve, Midsummer Eve, Christmas Eve, and New Year’s eve, which are days off.

Note

In the event of derogation from the provisions of the agreement with regard to daily rest, night work, weekly working hours, weekly rest and breaks, the so-called EU cap must be applied. (See Section 3 of the Swedish Working Hours Act).

§ 3 Total working hours

The average weekly working hours, including overtime, for full-time work shall amount to no more than 48 hours over six months. This period may be extended to twelve months by local agreement.

§ 4 Daily rest

A work period may contain a maximum of 13 hours of actual working time, excluding breaks.

There must be a rest period of at least 11 hours between work periods.

§ 5 Notice of changes to normal working hours

If the normal working hours are changed, the affected employee shall be informed of this at least two weeks in advance. Shorter notice may nevertheless be given where this is necessitated by the nature of the business or by unforeseeable events.

§ 6 Normal working hours

Normal weekly working hours are 40 hours per ordinary business week (excluding breaks).

Working hours shall be scheduled with eight hours per day on the first five days of the week, starting no earlier than 06:00 and ending no later than 17:30. Normal working hours that are scheduled outside these times shall be considered unsocial working hours.

§ 7 Cleaning staff

In the case of cleaning staff, the company and the employee concerned may agree different conditions with regard to the length of and changes to normal working hours. Such agreement shall be made in writing.

§ 8 Shift work

The employer shall be entitled to organise work into two or three shifts as described below.

Shift changes shall take place between work teams at the end of the calendar week. Notice of transfer from one shift to another shall be provided at least eight hours prior to the start of the shift.

§ 9 Two-shift operation

In the case of two-shift operation that is expected to last longer than one week, the normal working hours (excluding breaks) for each shift shall average 38 hours per week.

Daily working hours shall not exceed eight hours per day during the first five days of the week. The first shift shall be scheduled so that working hours begin no earlier than 05:00. The second shift shall be scheduled so that working hours end no later than 24:00.

§ 10 Three-shift operation

In the case of discontinuous three-shift operation, the normal working hours per three-week period shall average 36 hours per week (excluding breaks). Daily working hours shall not exceed 7.5 hours per shift during the first five days of the week plus the night into Saturday.

In the case of continuous three-shift operation, the normal working hours per three-week period shall average 35 hours per week (excluding breaks).

Discontinuous three-shift operation means shift work that does not take place on Sundays and public holidays.

§ 11 Night work

All employees shall have time off for nightly rest. This time off shall include the period between 24:00 and 05:00, unless a local agreement is made pursuant to Chapter 1, Section 2.

Derogation from the first paragraph is permitted where conditions a-d below and the provisions of Section 23 “Weekly rest for night work” are met by an agreement on the working hours schedule between the company and the affected employee.

The planning and scheduling of night work should be done in advance of the commencement of the work and shall take place in consultation with the affected employees.

- a) If the working hours are scheduled to include more than two hours between 22:00 and 05:00 on at least two nights in a week, the normal weekly working hours shall be 38 hours.
- b) If the working hours are scheduled to include more than two hours between 22:00 and 05:00 on four nights in a week, the normal weekly working hours shall be 36 hours.
- c) If the working hours are scheduled to include more than two hours between 22:00 and 05:00 on five nights in a week, the normal weekly working hours shall be 32 hours.
- d) In the event that working hours are shortened in accordance with a, b and c, the hourly wage levels shall be calculated at 5.26%, 11.0% and 25% respectively.

Note

Provisions for medical examinations for night workers are stated in AFS 2005:6. The employer should provide appropriate information to night workers about the risks of ill health associated with night work and on the appropriate measures to prevent health problems.

§ 12 Adjustment of normal working hours

In cases where the work requires, the company shall be entitled to adjust the normal working hours, but by no more than two hours in either direction. Notice of any such adjustment shall be given to the affected employee no later than the day before, where possible.

Work in rock chambers

§ 13 Daily working hours

Normal working hours for “rock work” in rock chambers are 36 hours per ordinary business week (excluding breaks). Working hours shall be scheduled with no more than eight hours per day during the first five days of the week, starting no earlier than 06:00 and ending no later than 17:30.

§ 14 Shift working hours

The employer shall be entitled to organise work into two or three shifts as described below.

§ 15 Normal working hours with two-shift operation

In the case of rock work in rock chambers in two-shift operation, the normal working hours per two-week period shall average 36 hours per week (excluding breaks).

Working hours shall be scheduled with no more than eight working hours per day during the first five days of the week and the first shift shall be scheduled so that the working hours begin no earlier than 05:00 and the second shift shall be scheduled so that working hours end no later than 24:00.

§ 16 Normal working hours with discontinuous three-shift operation

In the case of rock work in rock chambers in discontinuous three-shift operation, the normal working hours per three-week period shall average 34 hours per week (excluding breaks). Unless otherwise agreed, working hours shall not exceed 7.5 working hours per shift during the first five days of the week plus the night into Saturday.

Shift changes shall take place between work teams at the end of the calendar week. Notice of transfer from one shift to another shall be provided at least eight hours prior to the start of the shift.

Notes to Sections 9, 10, 15 and 16

Discontinuous three-shift operation refers to shift work that does not take place on Sundays and public holidays.

In the case of discontinuous shift work, as a result of normal working hours being calculated for an ordinary business week, overtime pay shall be paid if the shift work is not suspended for public holidays for at least two shifts in two-shift operation and at least three shifts in three-shift operation or for the days off specified in Section 2 (2) after 05:00 (in the case of three-shift operation after the end of the regular night shift in the morning).

Reduction in working hours**§ 17 Qualifying year**

Full-time employees who work throughout the period 1 April to 31 March inclusive earn the right to a reduction in working hours of 34 hours during the period referred to above, called a qualifying year.

For employment other than on a full-time basis, a reduction in working hours is earned proportionately. For employees who do not work for the entire period, i.e. who begin or end their employment during the period or are absent for reasons for which salary is not payable by the employer, the earned entitlement to a reduction in working hours shall be calculated at 1/365 of 34 hours for every day of employment attended.

§ 18 Exercising of reduction in working hours

Once the qualifying year has ended, the employee shall be entitled, during the coming year (1 April to 31 March) called the exercise year, to a reduction in working hours without loss of pay to the extent earned.

The reduction in working hours shall be scheduled during the exercise year by agreement between the employer and the employee. The needs of the business should be taken into account as far as possible. The employer shall, where possible, give consideration to the employee's scheduling request.

A reduction in working hours should be scheduled during the low season or during a period of a shortage of work, unless otherwise agreed between the employer and the employee.

§ 19 Cash payment in lieu of a reduction in working hours

If employment is terminated without a reduction in working hours having been exercised or if a reduction in working hours earned has not been exercised by the end of the exercise year, the employee shall receive a cash payment in lieu at their current salary.

§ 20 Rounding, etc.

All reductions in working hours shall be rounded to the nearest whole hour. Rounding shall take place on 31 March of each year.

Unpaid union work under the FML shall not impact on the entitlement to a reduction in working hours, provided the leave is limited to a maximum of 45 working days per qualifying year.

An employee who has received a diminished reduction in working hours as a result of leave can compensate for this by working overtime. Overtime qualifies for entitlement to a reduction in working hours. At the end of each qualifying year, overtime shall form the basis for a reduction in working hours. The reduction in working hours may never exceed the agreed reduction in working hours. Overtime that is not used to enhance the reduction in working hours shall be reset at 31 March of each qualifying year.

On-call**§ 21 On-call duty**

An agreement shall be reached between the company and the local trade union on the general conditions for on-call duty as far in advance as possible before this becomes necessary. On-call duty means time during which the employee must be reachable at home or at another location notified to the employer, where the employee can be reached by phone and from where the employee, within the specified time, can reach the workplace in order to work.

On-call duty does not constitute working hours under this agreement.

Weekly rest, breaks, etc.**§ 22 Weekly rest**

Employees shall have at least 36 consecutive hours off during each period of seven days. Each period of seven days shall cover a calendar week.

The weekly rest period for two consecutive periods of seven days may be combined such that the leave for the first period is scheduled immediately preceding the leave for the later period. In such cases, the consecutive leave shall be at least 72 hours.

Time on-call shall not form part of the weekly rest period, as employees are allowed to remain away from the workplace, but must remain available to the employer in order to do work when the need arises.

Weekly rest shall be scheduled for the weekend, as far as possible, or another day by agreement. Weekly rest that is scheduled during normal working hours shall not result in any loss of pay.

An employee who has worked on a public holiday shall be compensated with time off in lieu at a later date by agreement with the employer.

§ 23 Weekly rest for night work

- a) If the working hours are scheduled to include more than two hours between 22:00 and 05:00 on at least two nights in a week, in accordance with Section 11 (a), the employee shall have at least 48 consecutive hours off during a period of seven days.
- b) If the working hours are scheduled to include more than two hours between 22:00 and 05:00 on at least four nights in a week, in accordance with Section 11 (b-c), the employee shall have at least 60 consecutive hours off during a period of seven days.
- c) The weekly rest period for two consecutive periods of seven days may be combined such that the leave for the first period is scheduled immediately preceding the leave for the later period. In such cases, the consecutive leave shall be at least 84 hours except where in the subsequent working week the employee switches to daily work, when the weekly rest is 72 hours.

- d) Night workers – those who normally work at least three hours of their shift during the night or are likely to perform at least a third of their annual working hours during the night – are entitled to a weekly rest of 84 hours after each period of six weeks.

§ 24 Breaks, meal breaks and rest periods

Breaks means any interruptions to the daily working hours during which employees are not required to remain at the workplace. Breaks are not included in the normal working hours.

The number, length and scheduling of breaks must be adequate in relation to the working conditions. Breaks shall be scheduled such that employees do not work for more than five consecutive hours. Following workplace consultation, two meal breaks and a coffee break shall be scheduled unless agreed otherwise.

Breaks may be replaced with meal breaks at the workplace where this is necessary with regard to the working conditions, or owing to illness or other event which the employer could not have foreseen. Such meal breaks shall be included in working hours but shall not constitute overtime pursuant to Section 25 (6)-(7).

Overtime**§ 25 Overtime**

Where the work requires for specific reasons, work may be carried out outside normal working hours. Before such overtime work is carried out, an agreement shall be reached between the management and the employee concerned. Short-term overtime work of a temporary nature may be carried out without such an agreement.

Overtime may not be refused where there is a danger to person or property.

Overtime means such working hours that, during the reference period, exceed the daily working hours of the employee pursuant to Section 6, or equivalent agreed reference period.

Time required to perform the appropriate preparatory and finishing work, shall not be considered overtime in accordance with Section 6.

When calculating overtime, time off in lieu or other time off that is scheduled during the employee's normal working hours shall be deemed equivalent to completed normal working hours.

Overtime may be worked for a maximum of 48 hours over a period of four weeks or 50 hours in a calendar month, with a maximum of 200 hours per calendar year.

When overtime is compensated in the form of time off (time off in lieu) the overtime hours compensated for with time off in lieu shall be added to the scope of the overtime.

§ 26 Overtime of more than 200 hours

A derogation from Section 25 (6) may be made for up to 150 hours per calendar year by agreement between the company and the local trade union. In the event of derogation from Section 25 (6), special consideration shall be given to health and safety, for example the possibility of a recovery period for the individual.

§ 27 Emergency overtime

Where a natural or other accidental event, or any comparable circumstance, which could not have been foreseen by the employer, has resulted in an interruption to operations or caused imminent danger of such interruption or injury to life, health or property, overtime carried out as a result shall not be taken into account in the calculation of overtime pursuant to Section 25 (3)-(5).

The employer shall notify the local trade union as soon as possible of emergency overtime.

Overtime and emergency overtime worked may not exceed the total working hours pursuant to Section 3.

§ 28 Notes on overtime

The employer must keep records of overtime. Employees and union representatives have the right to inspect these records.

The records must comply with the regulations of the Swedish National Board of Occupational Safety and Health.

Entitlement to leave and special leave

§ 29 Leave for assignments

Employees are entitled to obtain the necessary leave for participation in political and municipal elections and for the performance of municipal or public duties or assignments for their organisation, provided notice is given the day before.

§ 30 Special leave

Special leave means a short period of leave, without loss of pay, for a maximum of one day. In the event of the funeral of a close relative, special leave may also include the necessary travel days (up to two days).

Special leave may be granted in the following cases:

- Own wedding.
- Own 50th birthday.
- Initial visit to the doctor and dentist in the event of acute illness or accident.
- Visits to a medical facility or occupational health centre following referral by a company doctor. Company doctor means a doctor working in occupational health or another company doctor.
- Death of a close relative.
- Funeral of a close relative.
- Sudden severe illness of a close relative living with the employee.

There is no entitlement to special leave in the event of sudden severe illness of a close relative living with the employee when the employee is entitled to temporary parental benefit.

Close relative means spouse, cohabiting partner under quasi-marital conditions and partner in a registered partnership, children, grandchildren, siblings, parents and parents-in-law and grandparents. Children for whom the parents have joint custody are considered to be living at home with both parents.

If an employee has worked part of the day and then has to leave the workplace for the remainder of the working day as a result of a work injury, he or she shall be granted special leave for that time.

It is a prerequisite for entitlement to pay, however, that the work injury does not result in sick leave for a period of longer than 14 days calculated from the onset date, pursuant to the Swedish National Insurance Act.

Requests for special leave shall be made as far in advance as possible. Evidence of the reason for special leave shall be provided in advance or, where this is not possible, in retrospect, where requested by the employer.

§ 31 Medical examination

Employees are entitled to the leave necessary for a medical examination at occupational health when summoned. There is no loss of pay for such time.

§ 32 Provision of information by occupational health

In those cases where the company approves the scheduling during working hours of the provision of information by occupational health with regard to the risks of accidents and ill health, there shall be no loss of pay for this time.

KAP. 3 SALARY PROVISIONS

Forms of salary

§ 1 Main form of salary

A monthly salary is the main form of salary.

§ 2 Salary determination

The local parties negotiate professional salaries and personal salary components in accordance with the guidelines of Chapter 21, Section 1. The salary determined in this way is called the payable salary.

For companies or parts of companies that have switched to a company wage structure in accordance with the provisions of Chapter 21, half of the increase in the payable salary is allocated individually.

The payable salary may not be less than the basic salary. The basic salary is the minimum salary under this agreement.

§ 3 Conversion to hourly rate

The monthly salary is converted to an hourly rate by dividing by 174.

Basic salaries

§ 4 Professional skilled workers

Fully skilled professionals who normally carry out their work within the fields specified in Chapter 15 are paid a basic salary as shown in the table.

Note

The parties agree that although the previous list of professional groups has been withdrawn, this does not mean any change to the practice of applying the term professional to these professional groups.

§ 5 Machine operators

Fully skilled operators who have professional qualifications under the Occupational Training Agreement are paid a basic salary for the operation of machinery as shown in the table.

§ 6 Drivers, etc.

Drivers of cars and tractors, as well as trucks and dump trucks for underground and surface transport are paid a basic salary as shown in the table.

§ 7 Other employees aged 19 and above

Other employees aged 19 and above are paid a basic salary as shown in the table.

§ 8 Other employees aged under 19

Other employees aged under 19, who are not undergoing training, are paid a basic salary as shown in the table.

§ 9 Employees in training

Employees who are undergoing youth or adult training for professional skilled workers under the provisions of the Occupational Training Agreement are paid a basic salary as shown in the table.

Note

Professional skilled workers who are undergoing training in a different profession are paid the basic salary. The allocation rate during the training period is 0.88.

Salaries and remuneration 01/04/2013–30/04/2014

Professional category	Basic salary		Increase in salary payable		On-call duty (excluding leave) 01/04-2013			On-call duty (including leave) 01/01-30/04/2014		
	SEK/month	Allocation rate	SEK/month	Of which general, SEK/month	Weekday, SEK/night	Sat-Sun, SEK/day	Pub. holidays, SEK/day	Weekday, SEK/night	Sat-Sun, SEK/day	Pub. holidays, SEK/day
Professional skilled	24 360	1,00	621	311	170	289	461	192	327	520
Machine operators	24 360	1,00	621	311	170	289	461	192	327	520
Drivers, etc.	23 142	0,95	590	295	162	275	438	182	311	494
Other employees who										
- are 19 or above	21 437	0,88	547	273	150	254	406	169	288	458
- are 18 but not yet 19	18 270	0,75	466	233	128	217	346	144	245	390
- are 17 but not yet 18	14 616	0,60	373	186	102	173	277	115	196	312
- are under 17	12 180	0,50	311	155	85	145	231	96	164	260

Level of training	Hours	Basic salary		Increase in salary payable	
		SEK/month	Allocation rate	SEK/month	Of which general, SEK/month
	Upper secondary education				
1	1 - 2299	13 398	0,55	342	171
2	2300 - 2799	14 616	0,60	373	186
3	2800 - 4300	15 834	0,65	404	202
4	4301 - 5500	18 270	0,75	466	233
5	5501 - 6800	21 437	0,88	547	273
	Youth apprentices (company training)				
1	1 - 1700	10 475	0,43	267	134
2	1701 - 3400	12 911	0,53	329	165
3	3401 - 4600	15 347	0,63	391	196
4	4601 - 6000	18 270	0,75	466	233
5	6001 - 6800	21 437	0,88	547	273
	Adult apprentices				
1	1 - 1600	15 834	0,65	404	202
2	1601 - 3200	17 052	0,70	435	217
3	3201 - 4500	18 270	0,75	466	233
4	4501 - 5800	21 437	0,88	547	273
	Machine operators	Upper secondary			
1	2801 - 3500	18 270	0,75	466	233
2	3501 - 4100	19 488	0,80	497	248
3	4101 - 4800	21 437	0,88	547	273
		Adult education			
1	1 - 1600	15 834	0,65	404	202
2	1601 - 2350	17 052	0,70	435	217
3	2351 - 3100	18 270	0,75	466	233
4	3101 - 4200	21 437	0,88	547	273

The payable salary may not be less than the basic salary.

Salaries and remuneration 01/05/2014–30/04/2015

Professional category	Basic salary		Increase in salary payable		On-call duty (excluding leave) 01/05/2014-30/04-2015		
	SEK/month	Allocation rate	SEK/month	Of which general, SEK/month	Weekday, SEK/night	Sat-Sun, SEK/day	Pub. holidays, SEK/day
Professional skilled	25 143	1,00	727	364	196	334	533
Machine operators	25 143	1,00	727	364	196	334	533
Drivers, etc.	23 886	0,95	691	345	186	317	506
Other employees who							
- are 19 or above	22 126	0,88	640	320	172	294	469
- are 18 but not yet 19	18 857	0,75	545	273	147	251	400
- are 17 but not yet 18	15 086	0,60	436	218	118	200	320
- are under 17	12 572	0,50	364	182	98	167	267

Level of training	Hours	Basic salary		Increase in salary payable	
		SEK/month	Allocation rate	SEK/month	Of which general, SEK/month
	Upper secondary education				
1	1 - 2299	13 829	0,55	400	200
2	2300 - 2799	15 086	0,60	436	218
3	2800 - 4300	16 343	0,65	473	236
4	4301 - 5500	18 857	0,75	545	273
5	5501 - 6800	22 126	0,88	640	320
	Youth apprentices (company training)				
1	1 - 1700	10 811	0,43	313	156
2	1701 - 3400	13 326	0,53	385	193
3	3401 - 4600	15 840	0,63	458	229
4	4601 - 6000	18 857	0,75	545	273
5	6001 - 6800	22 126	0,88	640	320
	Adult apprentices				
1	1 - 1600	16 343	0,65	473	236
2	1601 - 3200	17 600	0,70	509	255
3	3201 - 4500	18 857	0,75	545	273
4	4501 - 5800	22 126	0,88	640	320
	Machine operators				
	Upper secondary				
1	2801 - 3500	18 857	0,75	545	273
2	3501 - 4100	20 114	0,80	582	291
3	4101 - 4800	22 126	0,88	640	320
	Adult education				
1	1 - 1600	16 343	0,65	473	236
2	1601 - 2350	17 600	0,70	509	255
3	2351 - 3100	18 857	0,75	545	273
4	3101 - 4200	22 126	0,88	640	320

The payable salary may not be less than the basic salary.

Salaries and remuneration 01/05/2014–30/04/2016

Professional category	Basic salary		Increase in salary payable		On-call duty (excluding leave) 01/05/2015-30/04-2016		
	SEK/month	Allocation rate	SEK/month	Of which general, SEK/month	Weekday, SEK/night	Sat-Sun, SEK/day	Pub. holidays, SEK/day
Professional skilled	25 926	1,00	743	371	227	387	617
Machine operators	25 926	1,00	743	371	227	387	617
Drivers, etc.	24 630	0,95	706	353	216	368	586
Other employees who							
- are 19 or above	22 815	0,88	654	327	200	341	543
- are 18 but not yet 19	19 445	0,75	557	279	170	290	463
- are 17 but not yet 18	15 556	0,60	446	223	136	232	370
- are under 17	12 963	0,50	371	186	114	194	309

Level of training	Hours	Basic salary		Increase in salary payable	
		SEK/month	Allocation rate	SEK/month	Of which general, SEK/month
	Upper secondary education				
1	1 - 2299	14 259	0,55	409	204
2	2300 - 2799	25 556	0,60	446	223
3	2800 - 4300	16 852	0,65	483	241
4	4301 - 5500	19 445	0,75	557	279
5	5501 - 6800	22 815	0,88	654	327
	Youth apprentices (company training)				
1	1 - 1700	11 148	0,43	319	160
2	1701 - 3400	13 741	0,53	394	197
3	3401 - 4600	16 333	0,63	468	234
4	4601 - 6000	19 445	0,75	557	279
5	6001 - 6800	22 815	0,88	654	327
	Adult apprentices				
1	1 - 1600	16 852	0,65	483	241
2	1601 - 3200	18 148	0,70	520	260
3	3201 - 4500	19 445	0,75	557	279
4	4501 - 5800	22 815	0,88	654	327
	Machine operators				
	Upper secondary				
1	2801 - 3500	19 445	0,75	557	279
2	3501 - 4100	20 741	0,80	594	297
3	4101 - 4800	22 815	0,88	654	327
	Adult education				
1	1 - 1600	16 852	0,65	483	241
2	1601 - 2350	18 148	0,70	520	260
3	2351 - 3100	19 445	0,75	557	279
4	3101 - 4200	22 815	0,88	654	327

The payable salary may not be less than the basic salary.

Special salary supplements and compensation

§ 10 Compensation for overtime, allowances for shift work and staggered working hours and unsocial hours

Overtime is compensated for either in the form of cash (overtime payment) or – if the employee so desires and the company, following consultation with the employee, finds that this can take place without detriment to the operations of the company – with time off (time off in lieu).

Overtime compensation and allowances for shift work, staggered working hours and unsocial hours are calculated on the basis of the individual payable salary, including holiday pay.

a) Overtime pay

For overtime work from 06:00 on an ordinary working Monday to 19:00 on an ordinary working Friday, compensation is paid per hour of overtime at a rate of:

$$\frac{\text{monthly salary}}{106}$$

For overtime work on Saturdays, Sundays and public holidays

From 19:00 on Friday to 06:00 on Monday or public holiday and on days off referred to in Chapter 2, Section 2 (2) from 17:30 the day before the public holiday or aforementioned day off to 06:00 on the following working day compensation is paid per hour of overtime at a rate of:

$$\frac{\text{monthly salary}}{77}$$

b) Supplement for shift work

For shift work scheduled for any time other than 06:00–17:30 on an ordinary working Monday to ordinary working Friday, a supplement is paid per hour at a rate of:

- Monday–Thursday 17:30–22:00, Friday 17:30–19:00, and Monday–Friday 05:00–06:00

$$\frac{\text{monthly salary}}{616}$$

- Monday–Thursday 22:00 to the following day 05:00

$$\frac{\text{monthly salary}}{280}$$

- Friday night, Saturday and Sunday and public holidays
From 19:00 on Friday to 05:00 on Monday or public holiday and on days off referred to in Chapter 2, Section 2 (2) from the end of normal daily working hours to 05:00 on the following working day

$$\frac{\text{monthly salary}}{154}$$

c) Supplement for staggered working hours

For work outside normal daily working hours from an ordinary working Monday to ordinary working Friday, a supplement is paid per hour at a rate of:

$$\frac{\text{monthly salary}}{616}$$

616

d) Supplement for unsocial hours

For normal working hours scheduled for any time other than 06:00–17:30 on an ordinary working Monday to ordinary working Friday, an unsocial hours supplement is paid per hour at a rate of:

- Monday–Thursday 17:30–22:00, Friday 17:30–19:00, and Monday–Friday 05:00–06:00

$$\frac{\text{monthly salary}}{616}$$

616

- Monday–Thursday 22:00 to the following day 05:00

$$\frac{\text{monthly salary}}{280}$$

280

- Friday night, Saturday and Sunday from 19:00 on Friday to 05:00 on Monday or public holiday and on days off referred to in Chapter 2, Section 2 (2) from the end of normal daily working hours to 05:00 on the following working day

$$\frac{\text{monthly salary}}{154}$$

154

The supplements under the points in Section 10 cannot be combined.

§ 11 Time off in lieu for overtime

If the employee wishes and the company finds that this can take place without detriment to its operations, overtime can be compensated for with time off in lieu.

For overtime on weekdays, such time off in lieu is calculated at time and a half. For overtime on Sundays and public holidays and days off referred to in Chapter 2, Section 2 (2) double time applies. For surfacing work, where the seasonally hired employee and

the company reach an agreement to schedule time off in lieu directly adjacent to the end of the season or other period during the regular season break, the multiplier for overtime on weekdays is 1.7.

No salary deduction shall be made for employees with a monthly salary for time off in lieu. Employees paid hourly shall receive their payable salary.

§ 12 Compensation for on-call duty**Weekdays**

Weekday nights from the end of normal working hours to the beginning of normal working hours and to 06:30 on Saturdays are paid per night as shown in the table.

Saturdays and Sundays

From 06:30 to 06:30 the following day or the beginning of normal working hours on Monday are paid per 24 hours as shown in the table.

Public holidays and days off

Public holidays and days off referred to in Chapter 2, Section 2 (2) as well as adjacent Saturdays and Sundays from 06:30 to 06:30 the following day or the beginning of normal working hours on the following working day are paid as shown in the table on pages 25-27.

Under the Swedish Working Hours Act, employees shall have at least 36 consecutive hours off during each period of seven days. Such weekly rest shall be scheduled for the weekend, as far as possible, or another day by agreement. Weekly rest that is scheduled during normal working hours shall not result in any loss of pay.

The company may agree with individual employees not to schedule any weekly rest. In this case, overtime compensation shall be payable.

Note

Where an on-call period is interrupted and work is carried out, the salary shall be paid as per the applicable agreement.

§ 13 Supplement for working in rock chambers

	Remuneration rates for professional skilled workers		Including holiday compensation	
	2013-04-01 – 2013-12-31	2014-01-01 – 2014-04-30	2014-05-01 – 2015-04-30	2015-05-01 – 2016-04-30
Rock work	7,52	8,49	8,70	10,07
Maintenance scaling, etc.	6,36	7,19	7,36	8,52
Fitting-out works, etc.	5,21	5,88	6,03	6,97

Amounts are in SEK per hour

See also Chapter 14 Working in rock chambers

The above rates apply to professional skilled workers and other workers aged 19 and above. The supplements for other workers who are 18 but not yet 19, 17 but not yet 18 and under 17 are paid at 75 per cent, 60 per cent and 50 per cent of the above amounts respectively.

Supplements are paid to apprentices at the above amounts multiplied by the allocation rate of the relevant stage of training.

§ 14 Compensation for special reduction in working hours

- a) During a reduction in working hours, employees with a monthly salary shall receive their normal monthly salary.

- b) For two-shift work above ground, the payable hourly rate shall be increased by 5.26 per cent.
- c) For discontinuous shift work above ground and daily work and two-shift work in rock chambers, the payable hourly rate shall be increased by 11.0 per cent.
- d) For continuous three-shift work above ground, the payable hourly rate shall be increased by 14.3 per cent.
- e) For discontinuous three-shift work underground, the payable hourly rate shall be increased by 17.5 per cent.

Salary in other situations

Special payments for employees with a monthly salary

§ 15 Sick pay

Sick pay up to and including the 14th calendar day is calculated by making deductions from the payable salary. (See also Sections 30-33) For each hour of absence, deductions are made per hour as follows:

$$\text{Day 1 (waiting day)} \quad \frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}}$$

$$\text{Day 2-14} \quad 20\% \times \left(\frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}} \right)$$

Sick pay from the 15th calendar day is calculated by making deductions from the payable salary for each day of illness (including non-working weekdays, Sundays and public holidays) as follows:

$$\text{From day 15} \quad \frac{\text{monthly salary} \times 12}{365}$$

Sick pay deductions for an entire calendar month are made on the basis of the payable monthly salary.

§ 16 Salary in the event of lay-off

Salary in the event of lay-off is compensated through a deduction from the monthly salary per hour at a rate of

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

The compensation may not be less than the basic salary.

§ 17 Leave

A deduction is made for each day of unpaid leave taken at 4.6 per cent of the current payable monthly salary.

§ 18 Other absence

For absence which does not grant entitlement to salary under law or agreement, deductions shall be made as follows:

- a) For absence for part of a day, a deduction shall be made per hour at a rate of

$$\left(\frac{\text{monthly salary} \times 12}{52 \times \text{weekly working hours}} \right)$$

- b) For absence for a period of no more than five working days, a deduction shall be made per day at a rate of

$$\left(\frac{\text{monthly salary}}{21} \right)$$

- c) For absence for a period of more than five working days, a deduction shall be made per day of absence (including non-working weekdays, Sundays and public holidays) at the payable daily salary

$$\text{Daily salary} \frac{\text{monthly salary} \times 12}{365}$$

- d) Employees who begin or end their employment during the course of a calendar month shall receive 1/21 of the monthly salary plus a supplement for each working day of employment during the month.

Deductions shall not be made for non-working days that begin and end the period of absence.

Note

In this context, non-working day refers to days off and public holidays that fall during Monday-Friday.

- e) For part-time employees who work specific days of the week, deductions for absence shall be made for each normal working day as follows:

Monthly salary divided by

$$21 \times \frac{\text{number of working days per week}}{5}$$

- f) Deductions for absence for an entire calendar month are made on the basis of the payable monthly salary.

Special payments for employees paid by the hour**§ 19 Sick pay**

Sick pay up to and including the 14th calendar day is calculated using the payable salary as follows (see also Sections 30-33).

- Day 1 (waiting day), no sick pay.
- Day 2–14 80%
- 8. From 15th calendar day no sick pay is paid.

§ 20 Salary in the event of lay-off

Salary in the event of lay-off is paid for each compensatable hour at the basic salary rate.

§ 21 Leave

No holiday pay is payable for unpaid leave taken.

§ 22 Preparatory and finishing work

Employees under Sections 5-6 (machine operators and driver), who are ordered to service the equipment (for example, lubrication, warm-up and refuelling) outside normal working hours, shall receive individual compensation for such work in accordance with the agreement made between the company and the employee. Such working time shall not be considered overtime pursuant to Chapter 2, Section 25 (6)-(7). This paragraph does not refer to purely repair and maintenance work.

Public holiday pay**§ 23 Employees with a monthly salary**

Public holiday pay is included in the monthly salary.

§ 24 Employees paid by the hour

Public holiday pay shall be paid for New Year's Day, Epiphany, Good Friday, Easter Monday, 1 May Ascension Day, Sweden's National Day, Midsummer Eve, Christmas Eve, Christmas Day, Boxing Day and New Year's Eve, where these fall on a weekday (Monday-Friday).

Public holiday pay is eight hours x basic salary pursuant to Sections 4-8. If the normal working hours are not eight hours, the hourly factor shall be adjusted accordingly.

Public holiday pay shall be paid on condition that the employee worked their full working hours for the employer immediately before and after the public holiday, called contact days.

The following shall be treated as time worked:

- Illness during the employer period
- Expressly granted leave
- Agreed accumulated time
- Leave
- Lay-off during the first four weeks of the lay-off period

Note

- a) Public holiday pay shall not be paid when work is carried out during public holiday pay entitlement days. If the employee works for less than the normal working hours that are applicable to the employee, the public holiday pay compensation shall be paid pro rata.
- b) Occasional working hours (time worked), up to a maximum of two, on such days shall not result in a pro rata public holiday payment.
- c) Public holiday pay shall not be paid for days during which the employee received or could have received compensation from the social insurance office.
- d) If the employee has received or could receive less than full compensation from the social insurance office for such days, compensation shall be payable proportionate to this.
- e) If the employee receives a national or local government study grant for public holiday pay entitlement days, the public holiday pay shall be reduced by that amount.
- f) Public holiday pay shall be paid for public holidays that fall during annual leave. During a lay-off period, public holiday pay shall be paid for public holidays that fall during the first four weeks of the lay-off period. Public holiday pay shall be paid for public holidays that fall during other leave, provided that such leave lasts for no more than four weeks.
- g) Enforced absence due to illness or accident, to the extent that the illness or accident does not provide entitlement to sick pay during the public holiday under the Swedish National Insurance Act, shall be treated as work on a contact day.
- h) Public holiday pay shall be paid pro rata to semi-retired employees and part-time employees. In such cases, public holiday pay is paid for public holidays on which work would normally have been carried out.
- i) Public holiday pay is compensation that forms the basis for holiday pay.

Public holiday pay entitlement days that fall during leave**Annual leave**

Where public holiday pay entitlement days fall during annual leave, public holiday pay shall be paid.

Lay-off

During a lay-off period, public holiday pay shall be paid for public holiday pay entitlement days that fall during the first four weeks of the lay-off period.

Other leave

Public holiday pay shall be paid for public holiday pay entitlement days that fall during other leave, provided that such leave lasts for no more than four weeks.

National or local government study grant

If the employee receives a national or local government study grant and is also entitled to public holiday pay, the public holiday pay shall be reduced by that amount.

Absence due to illness, etc. during the working day before and/or after the public holiday pay entitlement day

Enforced absence due to illness or accident, to the extent that the employee is not entitled to sick pay for the public holiday pay entitlement day under the Swedish National Insurance Act, shall be treated as work on a contact day.

Absence due to illness on a contact day shall constitute special circumstances that entitle the company to require a medical certificate earlier than the seventh day of a sick pay period. In such cases, the company may also nominate a doctor.

Example**Work on public holiday pay entitlement days**

As a general rule, public holiday pay is not paid when work is carried out on public holiday pay entitlement days. An exception to this rule is where occasional hours are worked, up to a maximum of two, in which case public holiday pay and salary are paid for this time.

If work is otherwise carried out for less than the normal working hours that are applicable to the employee, the public holiday pay compensation shall be paid pro rata.

Example: An employee works four hours on a public holiday pay entitlement day. His normal working hours are eight hours a day. Public holiday pay is paid at 4 x basic salary. Compensation is paid for the four hours worked in accordance with the standard rules.

Semi-retired and part-time employees

The amount of public holiday pay is calculated pro rata to the scope and scheduling of the part-time employment.

Example 1: A is semi-retired and works eight hours a day Monday-Thursday. Friday is a public holiday pay entitlement day. A does not receive any public holiday pay.

Example 2: B is semi-retired and works six hours a day Monday-Friday. Friday is a public holiday pay entitlement day. B receives public holiday pay at 6 x basic salary per hour.

Lay-off and lay-off salary**§ 25 Lay-off – definition**

Where the company, without terminating the employment, owing to a lack of work, business interruption or other such circumstance, does not provide the employee with any work and frees the employee from the obligation to attend work.

§ 26 Suspension of work

The company may stop work in the event of weather deemed unsuitable for the performance of the work, whether or not this has been requested by the employees. Employees who wish to stop work in the event of unsuitable weather conditions or other hindrances must notify the company or its representative. The company or its representative will then decide whether work should be suspended and other work assigned.

Employees shall remain at the workplace unless they have been informed by the company that they may leave the workplace. Employees who leave the workplace without permission shall not be paid.

§ 27 Negotiation and return to work

In the event of a lay-off for a full day or more, the negotiation obligation shall be observed, where appropriate, pursuant to Chapter 6, Section 27. The parties agree that there is no negotiation obligation under law and agreement in the event of lay-off resulting from unsuitable weather or other unforeseen downtime.

Before making a decision on a lay-off for a full day or more as a result of unsuitable weather or other unforeseen downtime, the company shall notify the employee of the reason for the lay-off and, if possible, the estimated duration of the lay-off and how the return to work will be handled. The company shall also provide this information to the local trade union.

The employee shall be required to return to work within a reasonable time following the removal of the obstacle that caused the lay-off.

Note

Where appropriate, clarification shall be provided of how the company and the laid-off employee shall contact one another in the event of any change to a previously announced lay-off decision.

§ 28 Rules on the order of priority

Lay-offs may be implemented irrespective of the rules on the order of priority.

§ 29 Lay-off salary

Lay-off salary shall not be paid for lay-offs resulting from

- the employee's own negligence
- unlawful conflict within the scope of the Swedish Trade Union Confederation
- public authority decision that the employer could not have anticipated.

Note

With regard to seasonal work, etc. see Chapter 6, Section 20.

Lay-off resulting from holiday closure in connection with the main holiday shall provide entitlement to lay-off salary – during the first

ten days of lay-off – in the following cases only. Lay-off salary during the first ten days of lay-off is paid only to employees who, regardless of employer, have not earned holiday pay/holiday allowance equivalent to between zero and ten days' paid holiday during the immediately preceding qualifying year.

Sick pay – Sections 6-9 of the Swedish Sick Pay Act**§ 30 Amount of sick pay**

The sick pay period includes the first day of the employee's incapacity for work because of illness and the subsequent 13 calendar days. A new period of illness that begins within five calendar days of a previous period of illness ending shall be regarded as the same sick pay period. If, during the last 12 months, the employee has not receive sick pay for day one for a total of 10 days, the sick pay shall be 80 per cent on day one.

Sick pay shall amount to the portion of the payable salary specified below, which the employee has lost as a result of the incapacity for work during the sick pay period.

Day 1 (waiting day):

Sick pay is not payable for the first day of the sick pay period.

Day 2–14:

Sick pay is paid at 80% for the time which the employee would have worked during the sick pay period.

Payable salary referred to above means the following:

The basis for sick pay includes the payable salary, plus compensation for planned, predictable and recurring overtime.

Note

See sections 15 and 19 for details of payroll deductions in relation to sick pay.

§ 31 Notification of illness

The employee shall not be entitled to sick pay for the period prior to notifying the company of illness. Where there is lawful excuse preventing notification, such notification shall be provided immediately this obstacle has been removed.

§ 32 Certificate, etc.

The company shall pay sick pay during the period commencing on the seventh calendar day after the date of notification of illness only if the employee provides evidence of the incapacity for work and the duration of the illness during this time in the form of a certificate from a doctor or dentist. In special circumstances, the company may require the employee to provide proof of incapacity for work in the form of a medical certificate at an earlier date. The company shall be entitled to nominate a doctor. The costs associated with the certificate requested by the company shall be covered by the company.

§ 33 Declaration

The employee shall, after providing notification, submit a written statement to the company stating that he has been ill and the extent to which his capacity for work has been impaired because of the illness. The declaration shall be submitted to the company in form requested by the company. The company shall not be obliged to pay sick pay until the employee has submitted this declaration.

Maternity and parental pay**§ 34 Maternity pay**

A female employee who is on leave because of pregnancy or childbirth shall be entitled to maternity pay from her employer if she has been employed by the employer for at least one continuous year or two seasons in succession.

Maternity pay is paid for two months.

Where maternity leave is for less than two months, maternity pay shall not be paid for any longer than the period of leave.

Maternity pay shall be paid in the amount of ten per cent of the payable salary.

Half of the maternity pay shall be paid when the leave begins and the remaining half once the employee has returned to work for three months after leave.

Maternity pay shall not be paid if the employee is exempt from parental benefit under the Swedish National Insurance Act. Where this benefit is reduced, the maternity pay shall be reduced at the same rate.

§ 35 Parental pay**Note**

The provisions of this paragraph have ceased to apply.

The rules on parental pay in the Road and Rail Agreement ceased to apply from 1 January 2014, when supplementary parental pay insurance was agreed between the Confederation of Swedish Enterprise, the Swedish Trade Union Confederation and the Swedish Federation of Salaried Employees in Industry and Services. Transitional rules have been established by the Confederation of Swedish Enterprise, the Swedish Trade Union Confederation and the Swedish Federation of Salaried Employees in Industry and Services.

See also www.afa.se for more information.

Piece work pay**§ 36 Agreement on piece work**

The company and work teams shall reach an agreement on piece work and piece work advances, including the application thereof.

The piece work agreement shall be made in writing.

In the case of piece work and profit-related pay, an agreed advance shall be paid no later than the 25th day of each earnings month.

§ 37 Measurement of piece work

Ongoing piece work shall be measured once every two months, unless agreed otherwise. Piece work shall be measured by the company together with a representative of the work team. Based on this, the company shall draw up a piece work calculation.

§ 38 Dispute

In the event of a disagreement on the piece work calculation amount, the onus shall be on the work team to submit specific information about the disputed amount to the management no later than on the payment of the uncontested surplus. The dispute shall be handled in accordance with the negotiation procedure.

Monitoring and measurement**§ 39 Monitoring and measurement**

The local trade union shall be entitled to continuously monitor the pay conditions at the workplace for both piece work and work paid by the hour. The local party shall therefore be entitled to be involved in piece work agreements, piece work calculations, distribution lists and payrolls. On this basis, local parties shall agree on how monitoring is to be implemented appropriately.

§ 40 Measuring work and measuring fees

Where the local party has been involved in measuring work at the workplace, the employer shall be obliged, on request, to retain from the piece work surplus and pay to the local trade union a measuring fee as compensation for the costs associated with the technical measurement. The measuring fees therefore does not include compensation for monitoring work. A local party that is entitled to receive a measuring fee shall apply this fee to the distribution list, individually divided among the employees in the team, before the list, after review, is returned to the employer.

Other**§ 41 Payment of salary**

Monthly salaries shall be paid once per month, no later than on the 25th day of each earnings month.

Other compensation shall be paid in the month following the earnings month.

The employee shall receive a pay slip on pay day.

§ 42 Definition of payable salary

Payable monthly salary: Professional salary and personal salary components, i.e. agreed monthly salary

Payable hourly rate: Professional salary and personal salary components, i.e. agreed hourly rate

§ 43 Application of the allocation rate

The application rate forms the basis for the calculation of basic salary for all professional categories, piece work share for performance-related pay, and salaries for apprentices in relation to professional skilled worker salaries at the workplace in question.

CH. 4 TRAVEL PROVISIONS**Daily travel****§ 1 Compensation for travel expenses for daily travel**

For daily travel between the employee's permanent residence and their place of work outside working hours, travel expenses shall be paid, subject to a minimum distance from the residence of two km each way. The employee shall be entitled to compensation for a maximum of 120 km each way.

If the employee travels in their own vehicle, travel expenses shall be paid at a rate of SEK 1.85 per km.

§ 2 Travel using means of transport other than a private vehicle

Compensation shall be paid for receipted expenses for public transport, or at flat rates approved by the Swedish Tax Agency for other vehicles up to a maximum amount of SEK 1.85 per km.

Note

Under Swedish Tax Agency rules, a flat rate is approved of 1/20 of the value of a travel card (monthly card) per day as a deductible expense for public transport.

§ 3 Carpooling

When carpooling, employees shall receive a carpooling allowance for travel between each employee's residence and the place of work. The employer and the employees concerned may reach a separate agreement on mileage that is not based on the actual route.

The driver shall receive compensation in accordance with Section 1 above as well as a carpooling allowance for the route between each passenger's residence and the place of work for each accompanying passenger in the vehicle at a rate of SEK 0.60 SEK per km.

Each accompanying passenger shall receive a carpooling allowance for the route between the passenger's residence and the place of work at a rate of SEK 0.60 per km.

Note

The carpooling allowance is a form of compensation for which the employer is required to pay social security contributions and make deductions for preliminary tax in accordance with the prevailing legislation.

§ 4 Means of transport, etc. provided by the employer

For journeys where the employer provides the means of transport or where the travel expenses are otherwise reimbursed by the employer, no compensation shall be paid.

Compensation for return travel between the employee's residence and the place where the vehicle provided by the employer collects the employee shall be paid at a rate of SEK 1.85 per km.

The qualification limit of two km specified in Section 1 shall not apply.

Work involving an overnight stay**§ 5 Subsistence allowance or free board and lodging**

For work on site – remote place of work – which is located at least 70 km one way from the place of residence, if the employee is required to stay overnight, the employee shall receive a subsistence allowance or free board and free lodging.

Employers must consult employees before work begins at a remote place of work in order to examine the conditions for the work at the remote place of work with the common purpose of finding solutions that ensure appropriate and acceptable accommodation.

If an agreement is reached with the employer for the latter to provide accommodation in accordance with Section 11, the accommodation offered shall be appropriate and of an acceptable standard. Every employee is entitled to good toilet and shower facilities. Where several employees are staying at the same time, there must be at least one communal area as well as cooking facilities and a refrigerator.

§ 6 Different forms of accommodation that employers can provide

The basic rule for all forms of accommodation is that employees shall be entitled to their own bedroom unless agreed otherwise. Employers and employees may come to an agreement on the specific content of the accommodation. Agreements entered into between employers and employees which deviate from and are in conflict with the parties' purpose in terms of what is meant by "appropriate and acceptable accommodation", however, may be declared invalid.

Below is an outline of the parties' views on what constitutes "appropriate and acceptable" accommodation:

- **Hotel:** This form of accommodation falls within the definition of what would normally be considered satisfactory standard under the conditions prevailing in Sweden.
- **Hostel:** The accommodation offered must as a rule belong to one of the tourist organisations (STF or equivalent standard) found in Sweden. Single rooms must be available and the need for privacy should also be provided for.
- **Caravan:** If the employer provides a caravan, the accommodation must also have good toilet and shower facilities nearby, as well as at least one communal area. As a rule, any caravan provided shall not be older than ten years old, unless the employer and employee agree an exception.
- **Apartment:** If an employer rents an apartment, the standard shall be of such a quality and extent that access to a shower, toilet and cooking facilities is available and is not hindered by there being a large number of users of the apartment.
- **Other accommodation:** The use of facilities other than permanent accommodation, such as offices that can be adapted, may be acceptable, provided that there are good toilet and shower facilities, as well as cooking facilities. Accommodation in camping cabins and mountain cabins that are not intended for permanent residence may also be considered to provide an acceptable standard, subject to the provisions of the collective agreement being met.

Note:

The standard of all forms of accommodation as above shall be of such a quality and extent that access to shower and toilet facilities are not hindered by there being a large number of users of the facilities. At least one wet room/toilet for every three employees, unless a special exemption is agreed between the employer and employees. For those forms of accommodation where breakfast is not provided, cooking facilities and a refrigerator must be available.

§ 7 Remote working allowance

Where an employee submits a request to the employer in accordance with the above, before commencing work at a remote place of work, for the employer to provide accommodation as stated above, and the conditions do not allow such an agreement to be made with the employer, the employee shall instead be entitled to a remote working allowance. Employees shall also receive the remote working allowance if the employer dispenses with the opportunity for consultation as above.

The remote working allowance shall be paid, where there is entitlement to a subsistence allowance, at 35 per cent of the subsistence allowance in accordance with Section 8, for each day on which the employee has worked during the first 90 calendar days at the remote place of work. After 90 calendar days at the remote place of work, a remote working allowance shall be paid to the employee concerned under the same conditions at 20 per cent of the subsistence allowance. Entitlement to a remote working allowance for employees shall subsequently cease pursuant to Section 10.

§ 8 Subsistence allowance

A subsistence allowance, to include the cost of room and board, shall be paid at a rate of SEK 330 per day that there has been an overnight stay at the remote place of work.

Note

See Section 12 regarding subsistence allowance at the beginning and end of remote working.

§ 9 Temporary residence – permanent residence

If, for work away from home, an employee or company is unable to arrange accommodation within a 10 km radius of the place of work, temporary accommodation shall be deemed equivalent to a permanent residence in terms of Section 1 above.

§ 10 Time limit

Employees are entitled to receive a subsistence allowance when working at the same remote place of work for a continuous period of up to two years.

After the expiry of the above two-year period, the employer and an employee who continues to work at the same remote place of work may reach an agreement on the extension of the right to a subsistence allowance. Such agreement shall be made in writing and relate to a specific period of time.

In the case of a specific project lasting longer than two years, however, the employee shall receive a subsistence allowance until the project is completed.

Remote place of work in the sense of the agreement means a geographical area within a radius of 35 km from the initial place of work that is associated with entitlement to a subsistence allowance.

Where the employee is transferred to work at a new workplace outside a radius of 35 km, calculated from the immediately preceding “radius workplace”, for at least four weeks, this shall constitute a change to the remote place of work.

§ 11 Free board and lodging

If an agreement is reached between the employer and the employee with regard to free board or where free lodging is provided in accordance with the provisions of Section 5, the subsistence allowance shall be reduced by 55 per cent and 35 per cent respectively.

§ 12 Beginning and end of remote working

For travel in relation to the initial arrival at and final departure from the remote place of work, travel expenses shall be calculated

and paid in accordance with Sections 1-4. In this case, compensation shall be paid for the actual mileage without limitation. Compensation shall also be paid for travelling days in accordance with the provisions below for the time required for travel, but for no more than the number of hours that corresponds to the normal working hours for the travelling day plus a further four hours – less any hours worked that day.

For travel on Sundays, public holidays or days off, compensation shall be paid for a maximum of 12 hours of travel per 24 hours.

Where the journey for initial arrival at the remote place of work commences later than 12:00 or where the journey home on final departure from the remote place of work ends before 19:00, half the subsistence allowance shall be paid for that day.

§ 13 Travel time allowance for employees with a monthly salary

- for travel time during normal working hours, compensation shall be paid in the form of no loss of pay.
- for travel time outside normal working hours, compensation shall be paid by the hour at a rate of

$$80\% \times \left(\frac{\text{monthly salary} \times 12}{\text{weekly working hours} \times 52} \right)$$

The compensation may not be less than the basic salary, however.

§ 14 Travel time allowance for employees paid by the hour

For travel time during normal working hours the payable salary shall be paid, while outside normal working hours compensation shall be paid in the form of the basic salary.

§ 15 Remote working on public holidays, Sundays, or days off

During ongoing remote working, an employee entitled to a subsistence allowance shall receive a subsistence allowance as compensation for weekends, Sundays or days off during the period, subject to a maximum of two subsistence allowances during one continuous period of leave.

§ 16 Subsistence allowance in the event of accident or illness

The employee is also entitled to a subsistence allowance for days on which he is unable to work because of accident or illness. However, a subsistence allowance shall be paid for a maximum of 30 days. If the illness does not prevent the employee from returning home and the company instructs the employee to return home, the company may pay compensation for travel home in accordance with Section 12 instead of a subsistence allowance.

The employee is required to report the occurrence of incapacity for work within two days. Where such report is not made and no medical certificate is presented at the request of the company, the employee shall not be entitled to the benefits described in the preceding paragraph.

General provisions**§ 17 Compensation for travel expenses when an employee changes their permanent residence**

Where a permanent employee changes their permanent residence, the company and the employee should conclude a written agreement on the conditions for applying the provisions regarding compensation for travel expenses pursuant to Sections 1-4.

If such an agreement cannot be reached, the following shall apply:

An employee who moves their permanent residence within the priority area specified for the employee at the company shall be entitled to compensation of travel expenses pursuant to the provisions of Sections 1-4, starting from the new permanent residence, following completion of the construction project that was underway at the time of the move and where the employee is working, but no earlier than three months after the move.

An employee who moves outside the priority area specified for the employee at the company, and thus has a longer route, shall only be entitled to higher compensation by special agreement with the company.

If an employee who is receiving compensation for travel expenses pursuant to Sections 1-4 moves their residence closer to the place of work, they shall receive the lower amount as of the date on which the move took place. The above shall not apply to employees for whom a temporary residence is

established in connection with their recruitment or permanent reassignment pursuant to Chapter 6, Section 9, point (a) 4.

Employees shall under no circumstances be entitled to a higher level of compensation than the actual route travelled.

§ 18 Subsistence allowance when an employee moves their permanent residence

If an employee who is receiving a subsistence allowance moves their permanent residence closer to the remote place of work and this results in the distance becoming shorter than 70 km one way, the entitlement to subsistence allowance shall cease as of the date on which the move took place. Thereafter compensation shall be paid for travel expenses pursuant to Sections 1-4.

§ 19 Change of permanent residence – change of address

Employees are responsible for immediately notifying the company of the relocation of their permanent residence.

§ 20 Calculation of compensation for expenses

In the event of unlawful absence, compensation shall be paid in accordance with Sections 1-16 in proportion to the time worked for the day in question.

§ 21 Route

Route refers to the shortest navigable route between the place of residence and the place of work.

§ 22 Central site

Employees who are employed such that the place of work, e.g. the company's workshop or warehouse, forms the natural base from which the employee is assigned to various company workplaces, shall not be paid any benefits pursuant to Sections 1-25.

The general provisions of Sections 1-16 shall apply where the aforementioned employee is traveling directly between their home and workplace.

Note

The permanent place of work is a workplace where the employee can be found on a reasonably regular basis, for example, in order to obtain and return work materials or to receive work orders, etc.

§ 23 Temporary accommodation for new employees

When new staff are recruited and the employee's permanent residence is outside the agreed priority area, or is situated such that it is not possible to return home at the end of each day, the company and the employee should – unless otherwise agreed – establish a temporary residence (address) at the location. The temporary residence shall then be considered the employee's permanent residence with regard to the application of the general provisions of this chapter.

The general rule in the general provisions of this chapter regarding compensation for travel expenses and subsistence allowances shall apply to work carried out at the place where the employee's permanent residence is located.

Note

This provision does not apply to seasonal workers who have been employed at the same company for at least four consecutive seasons.

§ 24 Offer of new work in the event of a reduction in operations

For compensation for travel expense and subsistence allowances, see Chapter 6, Note to Section 9.

§ 25 Basis for reimbursement of expenses

Employees are required – as a prerequisite for the reimbursement of expenses – at the company's request, to complete and sign a form provided by the company. Unless otherwise stated, such form, along with the required supporting documents, shall be submitted to the company for each salary period or other specified period.

Use of own car on business**§ 26 Use of own car on business**

The company is not entitled to require an employee to use their own car on business.

Nor are employees entitled to require the use of their own car on business.

Where the company and the employee agree that the employee is to use their own car on business, the following shall apply.

§ 27 Scope

Where an employee uses their own car on business during working hours, the company and the employee may also agree that mileage allowance shall be paid for daily travel outside working hours between the employee's residence and place of work instead of compensation for travel expenses pursuant to Section 1.

Where an employee uses their own car on business, it may be agreed that mileage allowance pursuant to Section 28 shall be paid for the initial arrival at and final departure from the remote place of work.

§ 28 Mileage allowance

–10 000 km driving on business per calendar year	SEK 3.30 per km
10 001–20 000 km driving on business per calendar year	SEK 2.80 per km
20 001– km driving on business per calendar year	SEK 2.60 per km

§ 29 Road tolls and congestion charges

Where an employee, at the request of the employer, travels on business using their own car, and is unable to avoid using roads with tolls or that are subject to a congestion charge, the employee shall be entitled to the reimbursement of such charges on submission of supporting evidence or documentation. Travel on business does not include daily travel to and from work.

CH. 5 GENERAL RULES**§ 1 Information about the workplace**

The company shall, in an appropriate manner, inform employees who will be active in the workplace, of the scope of the work, what work is to be performed by parallel contractors and subcontractors, forms of salary, safety regulations, working hours, breaks and other things it is important to know about the workplace.

§ 2 Workplace visits

Representatives of Seko shall be entitled to visit the workplace. In connection with such visit, information about the visit shall be provided to the company, where possible. Identity requirements shall apply to any such visit, and the safety and working environment rules at the workplace must be followed.

§ 3 Inspection and correction

All work shall be carried out professionally and in accordance with established rules and regulations.

The company shall be entitled to inspect the execution of work while it is in progress and to require correction, where necessary.

Faulty workmanship, which the company was unable to detect during the execution of the work, where there is evidence of negligence on the part of the employee, shall be rectified by the employee without separate remuneration.

Personal protective equipment and work clothing**§ 4 Personal protective equipment and work clothing**

The company shall provide suitable work clothing and personal protective equipment for the execution of the work.

For high-voltage work, the employer shall provide clothing to go under overalls in those cases where risk assessments show that special underclothing is required.

§ 5 Safety shoes

The company shall, where not clearly unnecessary, pay for one pair of safety shoes with puncture protection and toe caps per twelve-month period for the employee.

In work where abrasion or harmful effects mean that the safety shoes no longer perform their function as safety shoes, the employee shall be entitled to exchange these for a new pair free of charge, at which point a new twelve-month period shall begin.

Where the need arises for additional safety shoes of a different kind, employees shall be entitled to purchase such from the company at a discount of 50%. The company shall be entitled to nominate a seller.

Safety shoes means shoes or boots fitted with puncture protection and toe caps.

Note to Sections 4-5

With regard to appropriate personal protective equipment, see the Swedish Working Environment Act and regulations issued by the Swedish Work Environment Authority.

§ 6 Free overalls

Employees are entitled to receive from the company, free of charge, one set of overalls for each commenced twelve-month period of employment. This applies provided that the employment is intended to last at least three months.

Overalls means dungarees/work trousers with shirt or overalls.

§ 7 Compensation for driver smart card for use in digital tachographs

The employer shall reimburse the employee the cost of a driver smart card, where the employee's work requires them to drive a vehicle fitted with a digital tachograph. Where the driver smart card is broken, lost, stolen, or otherwise lost, the employee shall be required to replace the card with a new one promptly and at his own expense.

Compensation for lost or damaged tools and clothing**§ 8 Tools and other aids**

The company shall provide compensation for tools and other aids required for the performance of the work which the employee has provided by agreement and which have been lost or damaged at the workplace in a burglary outside of working hours or by fire at the workplace.

Compensation shall be paid at cost. The company shall be entitled to nominate a seller.

§ 9 Work clothing

The conditions for the payment of compensation are the same as in Section 8 above.

Compensation for work clothing – excluding free overalls – shall be paid at 85% of cost and is capped at SEK 400.

§ 10 Personal clothing

Compensation shall be paid for personal clothing that is damaged by fire during working hours.

The level of compensation shall be the same as for work clothing.

Note to Sections 8-10

Employees must comply with the general duty of care in order to be entitled to compensation.

Other**§ 11 Air conditioning equipment in contract machinery**

Machinery in the machinery groups of wheel loaders, excavators (tracked and wheeled), backhoe loaders, telescopic forklifts and dump trucks with a machine weight over two tonnes shall be fitted with air conditioning where this is technically possible.

**SPECIAL
AGREEMENTS**

CH. 6 EMPLOYMENT PROTECTION**Preliminary provisions, Sections 1-2**

- § 1** The following are exempt from the application of this chapter
- a) employees who in terms of their work duties and terms of employment can be considered to hold a senior management or comparable position;
 - b) employees belonging to the employer's family;
 - c) employees who are employed with special employment support, in sheltered employment or in development employment.
 - d) employees who are employed in order to undergo training under the provisions of the Occupational Training Agreement.
- § 2** For the application of Sections 4, 6, 8, 13, 21, 23, 24 and 38, the following special provisions apply with regard to the calculation of employment periods:
- a) An employee who changes jobs by moving from one employer to another shall be entitled to credit in the subsequent employment for the time spent in the previous employment if the employers belong to the same group at the time of the transfer.
 - b) An employee who changes jobs in connection with a company or part of a company, or an operation or part of an operation, transferring from one employer to another through a transfer covered by Section 5 (c) shall be entitled to credit for the time spent with the previous employer when calculating the employment period at the subsequent employer. This also applies to a change of employment in connection with bankruptcy.
 - c) Where there are several such changes of employment as referred to in a-b, the employee shall be entitled to add together the periods of employment at all employers. Employees who have been re-employed pursuant to Section 23 shall be deemed to have achieved the period of employment required for entitlement to notice under Section 6, and preferential rights under Section 23.

Notice

Employees who wish to include previous employment at the company and/or group in the determination of priority should indicate on entering into the contract of employment the time they wish to include.

Contract of employment, Sections 3-5

Permanent employment is the main form of employment in the construction industry.

- § 3** Contracts of employment are for permanent employment. Fixed-term employment contracts may nevertheless be agreed in those cases specified in Sections 4 and 5 (a). Where such a contract is agreed in other cases, the employee may, in the manner specified in Section 32, obtain a court declaration that the contract shall apply on a permanent basis.

Employment contracts for permanent employment may be terminated by the employer or the employee on giving a specified period of notice. Fixed-term employment shall end without prior notice at the end of the employment period or when the work is completed, unless otherwise agreed or follows from Sections 4 or 5. Section 29 contains special rules in relation to retirement.

An employee may terminate their employment with immediate effect if the employer is in material breach of his obligations to the employee. In those cases referred to in Section 17, an employer may terminate the employment with immediate effect by way of dismissal.

Note

With regard to the determination of a "temporary residence" on entering into the employment, see the general terms of employment in Chapter 4, Section 23.

- § 4** Fixed-term contracts may be agreed
- a) for general temporary employment,
 - b) for deputising,
 - c) for seasonal work, and
 - d) when the employee turns 67.

If an employee has been employed during a period of five years by the employer either in general temporary employment for a total of more than two years, or as a deputy for a total of more than two years, the employment shall become permanent.

Local agreements may be reached between the employer and the local trade union on other fixed-term employment.

Seasonal employment may be used only after the employer has carried out negotiation pursuant to Section 27 (a) point (5).

Before each season, the employer must then conduct a consultation pursuant to Section 27 (b) point (1) if he plans to hire seasonal staff.

- § 5**
- a) Contracts may also be entered into for fixed-term probationary employment with a probation period of no more than six months; however, such employment shall only apply to work where the employment will become permanent following completion of the probationary period. Probationary employment may not be used for workers who, on entering into the employment, at the employer's request demonstrate that they have previously had similar employment under the same conditions at the company or the Group for at least six months during the last two years.

An employer who intends to give notice to an employee that probationary employment is to be ended early or concluded without becoming permanent employment shall notify the employee of this at least two weeks in advance. If the employee is a member of a trade union, the employer shall at the same time request consultation pursuant to Section 27 (b)

Unless otherwise agreed, probationary employment may also be terminated before the contract expires.

- b) No later than one month after the employee has started work, the employer shall notify the employee in writing of the terms that apply to the employment. If the period of employment is less than one month, the employer shall not be required to provide such information.

The information shall include the following details:

1. The employer and the employee's name and address, date of commencement of employment and the workplace.

Note to point 1

Workplace means the company or parts of the company's areas of operation.

2. The employee's duties and job title.
3. Whether the employment is permanent or for a fixed period of time or whether it is probationary employment, and
 - a) for permanent employment: the notice periods that apply;
 - b) for fixed-term employment: the end date for the employment or the conditions that mean the employment shall cease;
 - c) for probationary employment: the length of the probationary period.
4. Initial salary, other salary benefits and how often the salary is paid.
5. The length of the employee's paid leave and the length of the employee's normal working day or working week.
6. Applicable collective agreement.

In addition, in the case of new recruitment, the employer should provide information about occupational health care, working environment organisation, AMF insurance and general rules, such as in relation to working hours and absence.

- c) In the event of the transfer of a company, operation or part of an operation from one employer to another, the rights and obligations under the contract of employment and the employment relationship valid on the date of transfer shall also be transferred to the new employer. The previous employer shall nevertheless also be liable to the employee for the financial obligations relating to the period prior to the transfer.

The first paragraph shall not apply in the event of a transfer resulting from bankruptcy.

Nor does the first paragraph apply to old-age, invalidity or survivors' benefits. Notwithstanding the provisions of the first paragraph, the employment contract and the employment relationship shall not transfer to a new employer if the employee objects to this.

- d) For employees posted abroad, where the posting is intended to last longer than one month, the employer shall provide written information to the employee pursuant to (b) before departure, if it has not already done so.

The employer shall also provide written information to the employee before departure with regard to at least

1. the period of employment abroad,
2. the currency in which the salary is to be paid,
3. where applicable, the cash compensation and payments in kind attached to the posting,
4. where applicable, the terms for returning home, and
5. where applicable, the terms that apply pursuant to Section 8 of the Swedish Posting of Workers Act.

The information referred to in (2) and (3) may, if appropriate, take the form of references to laws, other regulations or collective agreements governing these issues.

- e) If the conditions of employment are amended by a decision of the employer or by an agreement between the employer and the employee and the change concerns any of the information that the employer has or should have provided, the employer must provide written information about the change within one month.

- f) The employer shall inform employees with fixed-term employment of any vacant permanent positions and probationary employment. The information may be provided by making it widely available at the workplace.

Employees on parental leave who have fixed-term employment shall be sent the information directly, where he or she has requested this.

- g) The employer shall provide written information about the employee's total period of employment within three weeks of being requested to do so by the employee.

When calculating the period of employment, the specific provisions of Section 2 (1) shall be applied.

Notice that fixed-term employment will not be continuing, Sections 6-8

- § 6 An employee who is employed for a fixed term pursuant to Section 4 and who will not have continued employment when the fixed-term employment ends shall be notified of this by the employer no later than one month before the end of the employment period.

If the employment period is so short that notice cannot be given one month in advance, such notice shall instead be given when the employment commences.

Where employees are removed from their jobs for reasons other than lack of work, a notice period pursuant to Section 13 shall be observed by the employer, although not beyond the completion of the contracted work.

The employee shall observe the notice period in Section 13, during the contracted work period, although not beyond the completion of the contracted work.

Note

The following applies to employees with fixed-term employment:

- a) Unless the employer and employee have agreed otherwise, the employment refers to all the work relating to the job at the workplace. The employer shall indicate in the workplace information pursuant to Chapter 5, Section 1, the work to be performed by parallel contractors and subcontractors and thus excluded from the work to which the employment refers.

During the work period, the employer shall be entitled, where he deems necessary for effective operation, to increase or – subject to the provision of notice above – reduce the workforce after consultation in accordance with Section 28.

- b) Notice given to employees for a specific season shall include an indication of the expected end of the seasonal work. Where weather conditions mean that seasonal work may continue after this time and the employment may be extended on this basis for a period of time, a separate agreement shall be made in relation to this. Any agreement on such extended seasonal employment shall be confirmed in writing by the employer and employee. New notice is not required.
- c) For seasonal work, the employer shall give notice to employees with preferential rights pursuant to the note to Section 23 who cannot be offered work for the next surfacing season at least one month before this begins.

- § 7 Notice pursuant to Section 6 shall be given in writing. In the notice, the employer shall indicate the procedure should the employee wish to initiate proceedings to have the contract of employment declared permanent or to claim damages for breach of Section 3 (1). The notice shall also state whether or not the employee has a preferential right to re-employment. Where the employee has preferential rights, and where registration is required in order to exercise such preferential rights, this shall also be indicated.

Notice shall be provided to the employee personally. Where it is not reasonable to require this, notice may instead be sent by registered post to the employee's last known address.

- § 8 An employee who has received notice pursuant to Section 6 (1) shall be entitled to reasonable time off from work without loss of employment benefits to attend the Swedish Public Employment Service or otherwise seek employment, but only if the employee has been employed by the employer for more than 12 months during the last two years at the time the employment ends.

Termination by the employer, Sections 9-12

- § 9 There must be reasonable grounds for termination by the employer. There are not reasonable grounds for termination if it is reasonable to require the employer to provide the employee with another job at the employer. In the event of the transfer of a company, operation or part of an operation, as referred to in Section 5 (c), the transfer shall not in itself constitute reasonable grounds to terminate the employment of the employee. This shall not, however, prevent redundancies being made for financial, technical or organisational reasons entailing changes in the workforce.

Where the termination is due to circumstances relating to the employee personally, it may not be based solely on circumstances which the employer has been aware of either for more than two months before notification was provided pursuant to Section 26 or, if no such notification was provided, two months before the time of termination. The employer may, however, base the termination solely on circumstances which he has been aware of for more than two months, where this time period was exceeded because, at the request or with the consent of the employee, the employer delayed in providing notification or notice, or where there are extraordinary reasons for invoking such circumstances.

Reassignment areas shall be determined in consultation between the employer and the local trade union, taking into account the company's organisational structure.

Where agreement cannot be reached on the reassignment area, the relevant district/administration or equivalent unit within the company shall constitute the reassignment area.

The reassignment area shall be determined at the same time as the priority area.

Note

a) In the event of a lack of work, the employer shall – before investigating reassignment options – examine whether the employee has a claim for reassignment within the specified reassignment area. Where the employee waives the right to claim reassignment, the employer shall be deemed to have fulfilled its reassignment obligation.

Employees who wish to claim reassignment shall notify the employer of this promptly and no later than two working days after receipt of the offer of reassignment.

In the event of reassignment to another job, the employee shall be paid the salary that applies to the new job.

b) In the event of permanent reassignment being offered to a remote location that is situated such that the employee is unable to return home each day the employer and the employee may – unless otherwise agreed – establish a temporary residence (address) at the remote location. The temporary residence shall then be considered the employee's permanent residence with regard to the application of the provisions of Chapter 4.

Where agreement cannot be reached on this, the employer's permanent office at the remote location shall be used as a basis for the calculation of travel expenses for daily travel and subsistence allowances. This office shall then be considered the employee's permanent residence with regard to the application of the provisions of Chapter 4.

Transitional provisions

Employees who are reassigned as above, shall nevertheless be entitled to the calculation of the subsistence allowance on the basis of their permanent residence during a transitional period of six months, provided that the employee has been employed at the employer for 12 months during the last two years. Employees who do not meet these criteria shall be entitled to a transitional period of one month.

The transitional period shall begin on the date on which the employee started work at the remote location.

Note

A lack of agreement between the employer and the employee as above means both on the issue of whether the employee is able to return home and on the matter of establishing a temporary residence.

The general rule in Chapter 4 regarding compensation for travel expenses and subsistence allowances shall apply to work carried out at the place where the employee's permanent residence is located.

- § 10 Termination by the employer must be made in writing. In the notice of termination, the employer shall indicate the procedure should the employee wish to claim that the termination is invalid or to claim damages as a result of the termination. The notice shall also state whether or not the employee has a preferential right to re-employment. Where the employee has preferential rights, and where registration is required in order to exercise such preferential rights, this shall also be indicated.
- § 11 The employer is obliged, at the employee's request to indicate the circumstances invoked as grounds for termination. This information shall be provided in writing, where requested by the employee.
- § 12 The notice of termination shall be provided to the employee personally. Where it is not reasonable to require this, notice may instead be sent by registered post to the employee's last known address.

Termination shall be considered effective once the employee receives notice of termination. Where the employee cannot be reached and a notice of termination has been sent by letter in accordance with the first paragraph, termination shall be considered effective ten days after the letter was posted. Where the employee is on holiday, termination shall be considered effective no earlier than the day after the holiday ends.

- § 12 a** 1. On the termination of the employment of the employee, the employer shall, if the employee so requests, provide a completed Employer's Certificate pursuant to the Swedish Unemployment Insurance Act (1997:238).
2. The employer shall, following termination of the employment, and if requested to do so by the employee, provide the certificate as soon as possible and no later than within five weeks of the request.

Note:

Violations of this agreement shall not entail liability for damages for member companies of the Swedish Construction Federation until eight weeks have passed since the employee's request and subject to the actual termination of the employment.

Notice period

- § 13** A minimum notice period of one month applies to both the employer and the employee.
The employee shall be entitled to a notice period of
- two months if the total period of employment at the employer is at least two years but less than four years,
 - three months if the total period of employment is at least four years but less than six years,
 - four months if the total period of employment is at least six years but less than eight years,
 - 6. five months if the total period of employment is at least

eight years but less than ten years, and

- six months if the total period of employment is at least ten years.

Where an employee who is on parental leave pursuant to Sections 4 or 5 of the Swedish Parental Leave Act is made redundant, the notice period shall begin once the employee wholly or partially resumes work or, according to the notice of parental leave in effect when the termination occurs, the employee would have resumed their work.

Note

1. The date on which the termination takes place is not included in the notice period.
2. A party wishing to claim that termination has taken place must be able to prove this in writing or otherwise.

Salary and other benefits during the notice period, Sections 14–16

- § 14** An employee who has received notice of termination shall be entitled to retain their salary and other employment benefits during the notice period, even if the employee is not given any work at all or is given different duties than before.

Note:

Compensation for loss of earnings shall be paid at the payable salary:

- Employees who are part of a piece work team or who work alone on a piece work basis shall retain their current pay conditions. Payment shall be determined individually as the piece work is determined.
- Employees who are not part of a piece work team nor work alone on a piece work basis shall be paid according to the rules applicable to the individual employee.

- § 15** Where the employer has indicated that the employee does not need to be available during the notice period or part thereof, the employer may deduct income that the employee may have acquired in other

employment during this period from the benefits pursuant to Section 14 (1). The employer shall also be entitled to deduct income that the employer clearly could have acquired in other suitable employment during this period. Education grants paid following a decision of the labour market authority may be deducted to the extent that the grant covers the same period as the employment benefits and has been granted to the employee after termination.

§ 16 An employee whose employment has been terminated may not be reassigned to another location during the notice period, where this would not insignificantly impair the employee's ability to seek new employment.

During the notice period, an employee whose employment has been terminated shall also be entitled to reasonable time off from work without loss of employment benefits in order to attend the Swedish Public Employment Service or otherwise seek employment.

Dismissal, Sections 17–19

§ 17 An employee may be dismissed if the employee has grossly neglected his duties to the employer.

Dismissal may not be based solely on circumstances which the employer has been aware of for more than two months before notification was provided pursuant to Section 26 or, if no such notification was provided, two months before the time of dismissal. The employer may, however, base the dismissal solely on circumstances which he has been aware of for more than two months, where this time period was exceeded because, at the request or with the consent of the employee, the employer delayed in providing notification or dismissal, or where there are extraordinary reasons for invoking such circumstances.

§ 18 Notice of dismissal shall be given in writing. In the notice of dismissal, the employer shall indicate the procedure should the employee wish to claim that the dismissal is invalid or to claim damages as a result of the dismissal.

The employer is obliged, at the employee's request to indicate the circumstances invoked as grounds for dismissal. This information shall be provided in writing, where requested by the employee.

§ 19 The notice of dismissal shall be provided to the employee personally. Where it is not reasonable to require this, notice may instead be sent by registered post to the employee's last known address.

Dismissal shall be considered effective once the employee receives notice of dismissal. Where the employee cannot be reached and a notice of dismissal has been sent by letter in accordance with the first paragraph, dismissal shall be considered effective ten days after the letter was posted. Where the employee is on holiday, dismissal shall be considered effective no earlier than the day after the holiday ends.

Salary and other benefits during the lay-off period, Section 20

§ 20 In the event of lay-off, the employer shall pay lay-off salary for employees paid by the hour and for employees with a monthly salary in accordance with Chapter 3, Section 20 and Chapter 3, Section 16 respectively. The lay-off salary shall be calculated taking into account the number of hours in the employee's normal working hours, during which he would otherwise have been working.

Note

1. Employees are obliged, on entering into the contract of employment, to state their holiday entitlement, at the employer's request.
2. In the case of holiday closure for the main holiday (construction holiday), the following provisions shall apply for the purposes of this paragraph to such workers who are not entitled to the necessary number of paid days' leave at the time of the holiday.

Employees are obliged, on request, to give the employer notice of the extent to which they wish to take unpaid annual leave or to waive such leave. Notice need not be given before the em-

ployee has been told how many days' unpaid leave entitlement he or she is expected to have.

Where an employee has not given notice of their wish to work within three weeks after the employee receiving information under the preceding sentence, the employee shall be considered, without objection, to have received time off during the holiday period and shall not be entitled to compensation pursuant to Section 20 above.

Where the employee has indicated a desire to work within the specified time limit, but is not given the opportunity to work, the employee shall be considered to be laid off for the part of the holiday closure, for which he is not entitled to time off with holiday pay as above. Compensation shall be paid where the conditions of this paragraph are met. Where the employer, for employees as indicated above, has scheduled the main holiday without enquiring about their wishes through a survey or by other method, or where the main holiday has been scheduled despite the employee having expressed a desire to work, the employee shall be entitled to waive such leave even after this has been scheduled.

Where new employees are recruited at a time when the employer has already completed the process referred to in the second paragraph in relation to other employees at the workplace, the issue of leave shall usually be determined at the time of employment.

Priority in the event of termination of employment, Sections 21-22

- § 21 In the event of termination of employment by reason of redundancy, the employer shall observe the following rules on the order of priority:
- a) Before the priority is determined, an employer with no more than ten workers, regardless of the number of priority areas, may exclude a maximum of two employees who, in the opinion of the employer, are of particular importance to its continued operation. When calculating the number of employees employed by the employer,

employees referred to in Section 1 shall be disregarded. The employee or employees excluded from the process shall be given preference for continued employment.

The position of employees in the order of priority shall be determined on the basis of each employee's total period of employment at the employer. Employees with a longer period of employment shall take precedence over employees with a shorter period of employment. In the event of equal periods of employment, a higher age shall give precedence. Where an employee can only be provided with continued work at the employer if reassigned, it shall be a condition of precedence under the order of priority that the employee is sufficiently qualified for such continued work.

The order of priority shall be determined separately for employees within each professional group (priority unit) within the area of operation on which an agreement has been reached with the local trade union organisation with regard to the company's organisational structure.

Where the local parties are unable to agree on the priority area, the classification agreed between the central parties pursuant to Chapter 7 shall apply.

- b) For employees employed for a specific season, in the event of such notice as is to be provided pursuant to note (c) to Section 6, the position in the order of priority for each professional group (priority unit) shall be determined on the basis on the employee's period of employment during the specifically contracted season.

In the event of equal periods of employment, a higher age shall give precedence for continued employment.

- c) Any agreement on derogation from the above rules on the order of priority shall be agreed in accordance with Section 27 (a) and the note to Section 28.

Note

1. In the event of a shortage of work within a priority area/priority unit, as a general rule permanent employees shall take precedence for continued employment. Nevertheless, fixed-term employees may complete their contractual period of employment.
2. For seasonal employees who have been employed by the same employer for at least two consecutive seasons, and for at least four months each season, in the event of such notice as is to be provided pursuant to Section 6, the position in the order of priority shall instead be determined on the basis of the employee's total period of employment pursuant to Section 2.

§ 22 Employees who have reduced capacity for work and therefore have been provided with special employment at the employer shall, where possible without serious inconvenience, be given precedence for continued work, irrespective of the order of priority.

Preferential right to re-employment, Sections 23–25

§ 23 Employees who are made redundant shall have a preferential right to re-employment within the priority area and priority unit where they were previously employed. The same shall apply to employees employed for a fixed term pursuant to Section 4, who have not received continued employment owing to redundancy.

In order to qualify for this preferential right, however, the employee must have been employed by the employer for more than 12 months during the last three years and be sufficiently qualified for the new position. The preferential right shall apply from the time when termination occurred or notice was given or should have been given pursuant to

Section 6 (1) and thereafter until nine months have elapsed since the date the employment ceased. If during the aforementioned periods the company, operation or part of an operation have been transferred to a new employer through such transfer as may be covered by Section 5 (c), the preferential right shall apply with respect to the new employer. The preferential right shall also apply in cases where the previous employer declared bankruptcy.

Note

1. For seasonal employees, a corresponding preferential right shall also apply for employees who have been employed by the same employer for at least two consecutive seasons and for at least four months each season.
2. Where a company hires temporary employees from a staffing company, the rules regarding the negotiation obligation in Chapter 8 shall apply if there are former employees who have been made redundant and who have a preferential right to re-employment at the company.

Right to Permanent Employment for seasonal work pursuant to Chapter 24.

1. Where an employee during two of the last three seasons has worked for more than ten months of each season, the employee shall have a preferential right to Permanent Employment for seasonal work pursuant to Chapter 24. This preferential right shall apply for the operations (priority area/priority unit) where the employee was previously employed.
2. The employer shall, with the notice of cessation of seasonal employment, inform the employee whether he or she is entitled to Permanent Employment for seasonal work pursuant to Chapter 24. Where the employee wishes to exercise this right, he or she shall inform the employer of this within one month of notification of this right.

§ 23 a A part-time employee who has notified his or her employer that he or she wants employment with a higher level of occupation, up to a maximum of full-time, shall have a preferential right to such employment, Section 23 notwithstanding. This preferential right shall only apply where the employer's labour needs are met by the part-time employee being employed with a higher level of occupation and where the part-time employee is sufficiently qualified for their new duties.

If the employer has several priority areas, the preferential right to employment shall apply within the priority area in which the employee is employed part-time.

The preferential right shall not apply to those entitled to reassignment pursuant to Section 9.

An employee cannot exercise their preferential right where employment would be in conflict with Section 4.

§ 24 If several employees have a preferential right to re-employment pursuant to Section 23 or a preferential right to employment with a higher level of occupation pursuant to Section 23 (a), the order of priority between them shall be determined on the basis of each employee's total period of employment at the employer. Employees with a longer period of employment shall take precedence over employees with a shorter period of employment. In the event of equal periods of employment, a higher age shall give precedence.

§ 25 Where notification of a preferential right to re-employment has been provided pursuant to Section 7 or Section 10 (2), the preferential right shall not be enforceable until the employee has registered their claim for preferential rights with the employer.

Employees who are offered re-employment should inform the employer as soon as possible whether they are accepting the offer.

If the offer is accepted, the employee does not need to take up their new employment until after a reasonable transition period.

If the employee rejects an offer of re-employment which ought reasonably to have been accepted, the employee shall forfeit their preferential right.

Negotiations etc., Sections 26-28

§ 26 An employer wishing to dismiss or terminate the employment of an employee because of factors relating to the employee personally shall notify the employee of this in advance. Where the notice relates to termination, this shall be given at least two weeks in ad-

vance, and where it relates to dismissal it shall be given at least one week in advance. Where the employee is a trade union member, the employer shall, when giving notice, also at the same time notify the local employee organisation to which the employee belongs.

The employee or the local employee organisation to which the employee belongs shall be entitled to hold negotiations with the employer concerning the action to which the notification and the notice relate. Such negotiations must, however, be requested no later than one week after the notification or notice was given.

Once negotiations have been requested, the employer may not effect termination or dismissal until the negotiations have been concluded.

- § 27** a) Before the employer takes any of the following actions, negotiations shall take place pursuant to the Swedish Employment (Co-Determination in the Workplace) Act (MBL) Sections 11-14.
1. Termination by reason of redundancy.
 2. Lay-off, which is not occasional and short-term in nature and which is not because the work is seasonal or otherwise inherently discontinuous in nature.
 3. Re-admission following such lay-off as described in point (2) above.
 4. Where the employer intends to hire an employee when someone else has either a preferential right to re-employment or a preferential right to employment with a higher level of occupation. The same applies when the question arises as to which of several employees with preferential rights are to receive re-employment or employment with a higher level of occupation.
 5. Before an employer applies seasonal employment.

There shall be a new negotiation obligation where the conditions for carrying out seasonal work are substantially altered. Negotiations must take place for each area of operation (or equivalent) individually.

The purpose of the negotiations is to investigate together the conditions for using the agreement on Permanent Employment for seasonal work, cf. Chapter 24.

Negotiations shall take place with the local trade union.

Note

Local MB (co-determination) negotiations – between the company and the local trade union – shall commence promptly and should, unless the parties agree otherwise, be completed within ten working days after the counterparty has been notified of the request for negotiation.

Note

With regard to central MB negotiations, see Chapter 17, Section 18.

b) A consultation shall take place before the employer takes any of the following actions.

1. Entering into contracts for probationary employment, work accumulation or seasonal employment.
2. The purpose of the consultation is to investigate together the conditions for using the agreement on Permanent Employment for seasonal work pursuant to Chapter 24.
3. Notification that probationary employment is to be ended early or concluded without becoming permanent employment. The employer shall notify the employee of this at least two weeks in advance.

Consultation shall take place with the local trade union.

Note

Where an issue relates only to a specific order of priority, consultation shall take place with a representative of this.

In the case of an action referred to under (b) point (3), the employee concerned shall be entitled to participate in the consultation.

§ 28 Before the employer gives notice of a reduction in the workforce pursuant to note (a) (2) to Section 6, and of an increase in the work-

force, a consultation shall take place.

Consultation shall take place with the local trade union.

Note

Agreement on derogation from the order of priority pursuant to Section 21 (b) shall be made in consultation.

Note

The parties consider that the rules on consultation in the event of an increase or reduction in the workforce in note 1 to Section 6 should also apply to permanent employees.

Retirement, etc., Section 29

- § 29** a) An employee has the right to remain in employment until the end of the month in which the employee turns 67, unless otherwise specified in this agreement.
Employees reach retirement age for the Collective Agreement Pension SAF-LO at the beginning of the calendar month during which they turn 65.
- b) Where an employer wants an employee to leave their employment at the end of the month in which the employee turns 67, the employer shall give the employee written notice of this at least one month in advance.

Where an employer wants an employee to leave their employment in connection with the employee becoming entitled to full sickness benefit with no time limit under the Swedish National Insurance Act (1962:381) the employee's employment shall cease without notice, unless otherwise agreed between the employee and the employer.

Employees who are or who become entitled to full sickness benefit as above, and who have reached an agreement with the employer regarding continued employment shall not be entitled to a notice period of longer than one month. The employee shall not have a preferential right when determining the order of priority in the event of termination of employment or re-employment.

Note

The employee shall notify the employer of the right to full sickness benefit with no time limit as soon as the employee becomes aware of this.

Disputes concerning the validity of termination of employment or dismissal, etc., Sections 30–33

- § 30** If an employee has their employment terminated without reasonable grounds, the termination shall be declared invalid, on the application of the employee. This shall not apply, however, if the termination is challenged solely because it conflicts with the rules on the order of priority.

Where a dispute arises concerning the validity of a termination of employment, the employment shall not cease as a result of the termination until the dispute has been finally settled. The employee may not be suspended from work because of the circumstances that led to the termination of employment unless there are extraordinary reasons.

The employee shall be entitled to their salary and other benefits pursuant to Sections 14-16 for as long as the employment endures.

In the interim until a final decision is made, the court may order that the employment shall cease on the expiry of the notice period or at such later date as determined by the court or that a current suspension shall cease.

- § 31** Where an employee has been dismissed in circumstances that would not even have been sufficient for a valid termination of employment, the dismissal shall be declared invalid, on the application of the employee.

Where such a claim is submitted, the court may order that the employment shall continue, despite the dismissal, until the dispute is finally settled.

Where a court has issued an order under the second paragraph, the employer may not suspend the employee from work because of the

circumstances that led to the dismissal. The employee shall be entitled to their salary and other benefits pursuant to Sections 14-16 for as long as the employment endures.

- § 32** A contract of employment that has been given a fixed term in violation of Section 3 (1) shall be declared a permanent contract, on the application of the employee.

Where such a claim is submitted, the court may order that the employment shall continue, despite the contract, until the dispute is finally settled. The employee shall be entitled to their salary and other benefits pursuant to Sections 14-16 for as long as the employment endures.

- § 33** Where a court, through a final judgment having legal force, annuls a termination of employment or a dismissal, the employer may not suspend the employee from work because of the circumstances that led to the termination of employment or dismissal.

Limitation period, Sections 34-36

- § 34** An employee who intends to seek the annulment of a termination of employment or a dismissal shall notify the employer of this no later than two weeks after the termination or dismissal occurred. Where the employee has not received any such notice of annulment proceedings as referred to in Section 10 (2) or Section 18 (2), however, the limitation period shall be one month and shall begin on the date on which the employment ceased.

Where an employee claims that a contract of employment has been given a fixed term in violation of Section 3 (1) and intends to initiate proceedings to have the contract declared permanent, the employee shall notify the employer of this no later than one month after the end of the employment period.

Where, during the notification period, negotiations have been convened with regard to the issue under dispute pursuant to the Swedish Employment (Co-Determination in the Workplace) Act (1976:580) or under a collective agreement, the proceedings shall

be initiated within two weeks after the conclusion of negotiations. Otherwise, the proceedings shall be initiated within two weeks after the notification was issued.

§ 35 Anyone wishing to claim damages or submit other claims based on the provisions of the Swedish Employment Protection Act and this chapter shall notify the counterparty of this within four months from the date on which the harmful event occurred or the claim was due.

Where an employee has not received any such notice of claims proceedings as referred to in Section 10 (2) or Section 18 (2), the period shall instead begin on the date on which the employment ceased. Where the employee's claim relates to a breach of Section 3 (1), the period shall begin when the employment ends.

Where, during the notification period, negotiations have been convened with regard to the issue under dispute pursuant to the Swedish Employment (Co-Determination in the Workplace) Act (1976:580) or under a collective agreement, the proceedings shall be initiated within four months after the conclusion of negotiations. Otherwise, the proceedings shall be initiated within four months after the notification was issued.

Note

With regard to the handling of claims for damages or other performance, reference is made to the negotiation procedure in Chapter 17.

§ 36 Where notice is not given or proceedings are not initiated within the period specified in Section 34 or Section 35, the party shall forfeit its right to proceedings.

Damages, Sections 37–38

§ 37 An employer who is in breach of this chapter shall pay not only wages and other employee benefits to which the employee may be entitled, but also compensation for damages incurred.

Employees who are in breach of this chapter by leaving their employment without observing the prescribed notice period or part thereof shall pay compensation to the employer for the damage and inconvenience thereby caused at an amount equivalent to their current basic salary according to Chapter 3 Sections 4-9 for the part of the notice period which is not observed.

Damages under the first paragraph may include both compensation for the loss incurred and compensation for the injury caused by the breach. Compensation for loss relating to the period following the termination of employment may under no circumstances exceed the amount specified in Section 38.

Where reasonable to do so, damages may be reduced or waived entirely.

§ 38 Where an employer refuses to comply with a judgment, whereby a court has annulled a termination of employment or a dismissal, or has declared that temporary employment shall become permanent, the employment relationship shall be deemed to be dissolved.

For its refusal, the employer shall pay damages to the employee on the following terms:

Damages shall be calculated on the basis of the employee's total period of employment at the employer when the employment relationship is dissolved and shall be calculated at an amount equivalent to:

- 16 months' salary for less than five years of employment;
- 24 months' salary for at least five but less than ten years of employment;
- 32 months' salary for at least ten years of employment.

The damages may not be determined, however, such that the amount is calculated on the basis of more months' salary than the number of months of employment begun at the employer. If the employee has been employed for less than six months, the amount shall be equal to six months' salary.

CH. 7 AGREED PRIORITY AREAS

The list of priority areas below shall be used when the parties are unable to agree on the classification of multiple priority areas pursuant to Chapter 6, Section 21.

no	Priority area	Scope
1	Stockholm	Stockholm and Lidingö municipalities
2	Solna	Danderyd, Ekerö, Håbo, Järfälla, Norrtälje, Sollentuna, Solna, Sundbyberg, Täby, UpplandsBro, Upplands Väsby, Vallentuna, Vaxholm and Österåker municipalities.
3	Huddinge	Botkyrka, Haninge, Huddinge, Nacka, Nynäshamn, Salem, Tyresö and Värmdö municipalities.
4	Södertälje	Gnesta, Nykvarn, Strängnäs, Södertälje and Trosa municipalities.
5	Uppsala	Sigtuna, Enköping, Heby, Knivsta, Tierp, Uppsala and Östhammar municipalities.
6	Nyköping	Nyköping and Oxelösund municipalities.
7	Eskilstuna	Eskilstuna, Flen, Katrineholm and Vingåker municipalities.
8	Värnamo	Gnosjö, Värnamo and Gislaved municipalities.
9	Linköping	Kinda, Linköping and Åtvidaberg municipalities.
10	Norrköping	Finspång, Norrköping, Söderköping and Valdemarsvik municipalities.
11	Motala	Boxholm, Mjölby, Ödeshög, Motala and Vadstena municipalities.
12	Jönköping	Habo, Jönköping, Mullsjö and Vaggeryd municipalities.
13	Nässjö	Aneby, Eksjö, Nässjö, Sävsjö, Vetlanda, Tranås and Ydre municipalities.
14	Ljungby	Ljungby, Markaryd, Osby and Älmhult municipalities.
15	Växjö	Alvesta, Lessebo, Tingsryd, Uppvidinge and Växjö municipalities.
16	Kalmar	Borgholm, Kalmar, Mörbylånga, Torsås, Emmaboda and Nybro municipalities.
17	Västervik	Hultsfred, Vimmerby and Västervik municipalities.
18	Oskarshamn	Högsby, Mönsterås and Oskarshamn municipalities.
19	Gotland	Gotlands kommun.
20	Karlshamn	Karlshamn, Olofström, Bromölla and Sölvesborg municipalities.

no	Priority area	Scope
21	Karlskrona	Karlskrona and Ronneby municipalities.
22	Kristianstad	Hässleholm, Kristianstad and Östra Göinge municipalities.
23	Malmö	Malmö kommun.
24	Lund	Burlöv, Eslöv, Hörby, Höör, Kävlinge, Lomma, Lund and Staffanstorp municipalities.
25	Trelleborg	Sjöbo, Skurup, Svedala, Trelleborg, Vellinge, Simrishamn, Tomelilla and Ystad municipalities.
26	Helsingborg	Bjuv, Båstad, Helsingborg, Höganäs, Klippan, Landskrona, Pers-torp, Svalöv, Åstorp, Ängelholm and Örkelljunga municipalities.
27	Halmstad	Falkenberg, Halmstad, Hylte, Laholm and Varberg municipalities.
28	Göteborg	Göteborg and Öckerö municipalities.
29	Mölnadal	Ale, Härryda, Kungsbacka, Kungälv, Lerum, Lilla Edet, Mölnadal, Partille, Alingsås, Orust, Stenungsund and Tjörn municipalities.
30	Borås	Bollebygd, Mark, Herrljunga, Vårgårda, Borås, Svenljunga, Ulricehamn and Tranemo municipalities.
31	Trollhättan	Grästorps, Mellerud, Trollhättan, Vänersborg, Färgelanda, Lysekil, Munkedal, Sotenäs, Uddevalla, Strömstad and Tanum municipalities.
32	Lidköping	Essunga, Götene, Lidköping, Vara and Skara municipalities.
33	Skövde	Falköping, Hjo, Karlsborg, Skövde, Tibro, Tidaholm, Gullspång, Mariestad and Töreboda municipalities.
34	Säffle	Bengtstors, DalsEd, Årjäng, Säffle and Åmål municipalities.
35	Arvika	Eda and Arvika municipalities.
36	Torsby	Kil, Sunne and Torsby municipalities.
37	Karlstad	Grums, Hammarö and Karlstad municipalities.
38	Hagfors	Forshaga, Munkfors and Hagfors municipalities.
39	Karlskoga	Kristinehamn, Filipstad, Degerfors, Karlskoga and Storfors municipalities.
40	Örebro	Askersund, Hallsberg, Kumla, Laxå, Lekeberg and Örebro municipalities.
41	Lindesberg	Lindesberg, Nora, Hällefors and Ljusnarsberg municipalities.
42	Västerås	Hallstahammar, Sala, Surahammar and Västerås municipalities.
43	Köping	Arboga, Kungsör and Köping municipalities.

no	Priority area	Scope
44	Fagersta	Fagersta, Norberg and Skinnskatteberg municipalities.
45	Mora	Vansbro, Malung, Mora, Orsa and Älvdalen municipalities.
46	Falun	Borlänge, Falun, Gagnef, Leksand, Rättvik and Säter municipalities.
47	Avesta	Avesta and Hedemora municipalities.
48	Ludvika	Ludvika and Smedjebacken municipalities.
49	Gävle	Gävle, Ockelbo, Älvkarleby, Hofors and Sandviken municipalities.
50	Bollnäs	Söderhamn, Bollnäs and Ovanåker municipalities.
51	Hudiksvall	Hudiksvall, Nordanstig and Ljusdal municipalities.
52	Härjedalen	Härjedalens kommun.
53	Sundsvall	Härnösand, Sundsvall and Timrå municipalities.
54	Kramfors	Kramfors kommun.
55	Sollefteå	Sollefteå kommun.
56	Örnsköldsvik	Örnsköldsvik kommun.
57	Östersund	Berg, Krokoms, Ragunda, Strömsund, Åre and Östersund municipalities.
58	Ånge	Ånge and Bräcke municipalities.
59	Lycksele	Storuman, Lycksele and Malå municipalities.
60	Vilhelmina	Dorotea, Vilhelmina and Åsele municipalities.
61	Umeå	Bjurholm, Nordmaling, Robertsfors, Umeå, Vindeln and Vännäs municipalities.
62	Skellefteå	Norsjö and Skellefteå municipalities.
63	Arvidsjaur	Sorsele, Arvidsjaur and Arjeplog municipalities.
64	Luleå	Boden, Luleå, Piteå and Älvsbyn municipalities.
65	Kalix	Kalix and Övertorneå municipalities.
66	Haparanda	Övertorneå and Haparanda municipalities.
67	Gällivare	Jokkmokk and Gällivare municipalities.
68	Kiruna	Pajala and Kiruna municipalities.

CH. 8 HIRING OF LABOUR IN THE EVENT OF PREFERENTIAL RIGHTS TO RE-EMPLOYMENT

Negotiations, discussions and disputes relating to hiring

§ 1 Negotiations relating to the hiring of employees pursuant to the Swedish Employment (Co-Determination in the Workplace) Act (MBL)

Negotiations pursuant to Section 38 MBL shall always take place with the local trade union and shall always take place if the company intends to engage a staffing company when there are former employees with preferential rights to re-employment as a result of redundancy within the relevant priority area and relevant priority unit.

In the negotiations, the company shall state its reasons for meeting its staffing needs by hiring workers. The negotiations shall also cover the issue of whether the company's labour needs can instead be met by the re-employment of former employees with preferential rights. Where the company is hiring for a period longer than five weeks, the local trade union and the company shall together consider the possibility of covering all or part of the labour needs through re-employment instead of the engaging of a staffing company.

§ 2 Discussions on hiring – local negotiations

In the event that the parties fail to reach an agreement pursuant to Section 1, the company shall convene local negotiations within three working days of the end of negotiations pursuant to Section 1.

Where a company intends to hire labour by engaging a staffing company for a continuous period of more than five weeks, and at the same time there are former employees with preferential rights to re-employment as a result of redundancy within the relevant priority area and relevant priority unit where workers are to be hired, the company shall enter into discussions with the appropriate local trade union concerning the hiring of staff as below.

In the discussions, the company shall state its reasons for meeting its staffing needs by hiring workers. The discussions shall also cover the issue of whether the company's labour needs can instead be met

by the re-employment of former employees with preferential rights.

Local negotiations shall take place within five working days of the notice to convene unless the parties have agreed otherwise.

§ 3 **Central negotiations and call for arbitration proceedings**

Where there is disagreement during the negotiations/discussions as to whether hiring for longer than five weeks is contrary to Section 25 LAS, central negotiations shall be convened by the company within three working days after the conclusion of local negotiations.

Central negotiations shall take place within ten working days of the notice to convene. The central parties shall endeavour to find a solution for the matter under negotiation which takes into account both the needs of the company and the legitimate interests of the employees.

In the event of disagreement in the central negotiations, the employer shall refer the matter to arbitration pursuant to Section 4 within three working days after the conclusion of negotiations.

Where the employer fails to convene local or central negotiations or to refer the matter to arbitration, the hiring of workers may be ended within five weeks of it beginning without legal consequences.

Where the employer convenes central negotiations in a timely manner and refers the matter to arbitration in a timely manner and the arbitration board finds that the hiring of workers is contrary to Section 25 LAS, such hiring may continue until five days have elapsed from the decision of the arbitration board without the hiring being deemed a breach of the collective agreement.

Negotiations shall be conducted promptly.

§ 4 **The arbitration board for the hiring of workers**

The parties agree to establish an arbitration board as described below.

The arbitration procedure shall be simplified and quick.

The board shall consist of two members from the Swedish Construction Federation (BI) and two members from Seko. The board shall also have an impartial chairperson. In the event of disagree-

ment regarding the appointment of an impartial chairperson, the Mediation Institute shall appoint the chairperson.

The arbitration board shall issue a decision promptly and normally no later than fifteen working days after convening. Where an organisation fails to nominate its members of the arbitration board within the specified three-week period, the arbitration board shall be quorate with only an impartial chairperson. A decision can be made even if the employee organisation fails to comply with a request to submit a written statement of defence. The arbitration board shall hold an oral hearing before making a decision. Oral evidence may be submitted where the proceedings can take place promptly despite the submission of evidence.

The arbitration board shall state in its decision whether the company's proposed or implemented actions could be considered or are contrary to Section 25 LAS.

The arbitration board does not have to explain its reasons in writing, but the board shall state the reasons orally to each party.

The decision of the arbitration board shall not be considered a recommendation, but shall be legally binding in the sense that it shall be regarded as a breach of the collective agreement if, where relevant, the procedure of Sections 2-3 is not observed, or if the hiring of workers is contrary to Section 25 LAS.

Any financial and general damages payable to a former employee for breach of the preferential right pursuant to Section 25 LAS shall be handled in accordance with the parties' negotiation procedure in Chapter 17.

Where the company abides by the decision of the arbitration board, the parties shall seek to dismiss any legal disputes based on Section 25 LAS. Where the parties are unable to agree to dismiss the dispute, the matter shall be dealt with through the parties' negotiation procedure in Chapter 17.

The unsuccessful party at the arbitration board shall be liable for all the expenses of the chairperson, with each party otherwise responsible for its own costs.

CH. 9 AFA INSURANCE

Employers are obliged to arrange the following insurance under agreements between the Confederation of Swedish Enterprise (Svenskt Näringsliv – formerly SAF) and the Swedish Trade Union Confederation (LO) and to comply with the industry regulations, as specified by AFA Försäkring. For more information, see www.afa.se.

- Occupational group life assurance (TGL)
- Collectively agreed group sickness insurance (AGS)
- Collective agreement pension (SAF-LO)
- Readjustment insurance (Readjustment protection and AGB)
- Occupational injury insurance (TFA)
- Parental insurance (SN-LO)

CH. 10 LENDING AND BORROWING OF LABOUR**§ 1 The following rules apply to the lending and borrowing of labour.**

Employer's responsibility rests with the company at which the employee is employed and responsibility for the working environment rests with the company that has borrowed the employee. An employee may only be lent out if the employee concerned consents to this.

Borrowing and lending for a maximum of five working days may take place without the need to observe the rules below.

§ 2 Lending

- a) The lending of employees shall be preceded by negotiations with the local trade union.
- b) The length of the loan may not exceed twelve weeks, unless agreed otherwise between the employer and the local trade union.
- c) Loans may only be made to employers who are bound by this agreement, the Construction Agreement, the Machine Operator Agreement and the Contract Machinery Agreement.
- d) An employee who is loaned out shall remain in the employ of the lending company and shall retain their position in the order of priority at the lending company.
- e) An employee who is loaned out shall, where appropriate, be entitled to compensation for travel expenses or a subsistence allowance.

§ 3 Borrowing

- a) The borrowing of employees shall be preceded by negotiations with the local trade union.
- b) Borrowed employees may not be lent on to another company.
- c) In the event of a shortage of work during the loan period, borrowed employees shall be the first affected by the cutbacks.
- d) Employees may only be borrowed from companies who are bound by this agreement, the Construction Agreement, the Machine Operator Agreement or the Contract Machinery Agreement.

- e) In the case of hourly pay and profit-related pay at units larger than an individual site, loaned employees shall receive an hourly rate in line with the provisions of this agreement.
- f) The hourly rate payable to a loaned employee may not be less than the average salary for the previous year, plus the agreement increase agreed by the central parties from the time when the agreement increase is paid. The average hourly rate for each professional category shall be established between the central parties ahead of each year, based on the previous year's average according to the available pay data.

In the case of piece work and profit-related pay at an individual site, the loaned employee shall receive the same pay as other workers in the team.

Where employees are borrowed or lent, the lending employer shall pay the employees' salary.

- g) The salary provisions shall also apply to the hiring of labour from companies affiliated to the Swedish Construction Federation.

§ 4 Working hours

During the entire period for which an employee is loaned out, the working hours regulations at the borrowing workplace shall apply. The working hours shall be scheduled in accordance with the provisions that apply to the corresponding professional groups at the borrowing company.

Where the borrowing company's operations are, by law or collective agreement, completely or partially exempt from the ban on night work, the corresponding duties that are carried out by the borrowed employees shall also be exempt.

§ 5 Established average hourly rates

Established average rates for the period 1 May 2014 to 30 April 2015 inclusive

	Professional group	Monthly	SEK/hour
1	Surfacing workers	30 619	175,97
2	Construction workers	30 650	176,15
3	Underground rock workers	35 700	205,17
4	Operation and maintenance workers	28 630	164,54
5	Machine operators	29 870	171,67
6	Drivers	29 376	168,83
7	Track layers	28 220	162,18
8	Track welders	30 500	175,29
9	Electricians	29 950	172,13
10	Signal workers	29 450	169,25
11	Cabling workers	30 041	172,65
12	Overhead line fitters	29 937	172,05
13	Operators of track-based machinery	29 784	171,17
14	Traffic safety workers (aged 19 and above)	24 960	143,45

Established average rates for the period 1 May 2015 to 30 April 2016 inclusive

	Professional group	Monthly	SEK/hour
1	Surfacing workers	31 362	180,24
2	Construction workers	31 393	180,42
3	Underground rock workers	36 764	211,29
4	Operation and maintenance workers	29 375	168,82
5	Machine operators	31 147	179,01
6	Drivers	30 082	172,89
7	Track layers	29 347	168,66
8	Track welders	32 077	184,35
9	Electricians	31 165	179,11
10	Signal workers	30 984	178,07
11	Cabling workers	30 784	176,92
12	Overhead line fitters	30 680	176,32
13	Operators of track-based machinery	30 527	175,44
14	Traffic safety workers (aged 19 and above)	25 614	147,21

CH. 11 ANNUAL LEAVE

§ 1 General provisions

Annual leave shall be paid in accordance with the Swedish Annual Leave Act, subject to the following additions and exceptions.

§ 2 Annual leave

Annual leave shall be paid in accordance with the Swedish Annual Leave Act.

The annual leave rules of the collective agreement do not preclude locally agreed collective or individual agreements in such cases where the Swedish Annual Leave Act requires the possibility of such agreements.

§ 3 Scheduling of the main holiday specified in Section 12 of the Swedish Annual Leave Act

The following shall apply with regard to the scheduling of the main holiday specified in Section 12 of the Swedish Annual Leave Act:

The company's primary negotiation obligation under Section 11 MBL shall be deemed to be satisfied in the following cases:

- a) If the company complies with the individual employee's request for the scheduling of leave.
- b) If the main holiday is scheduled for a continuous period during the period from week 25 to week 32 inclusive.

Where the leave is scheduled otherwise, the company shall comply with its primary negotiation obligation with the relevant trade union before the decision on the scheduling of the leave is announced. Where agreement cannot be reached, the company shall notify the employee of its decision in accordance with the provisions of the Swedish Annual Leave Act. Information about the scheduling of the leave shall be provided to the employees concerned, where possible at least eight weeks before the leave commences.

With regard to other annual leave, the provisions of the Swedish Annual Leave Act regarding consultation shall apply.

§ 4 Scheduling of annual leave other than the main holiday

For the scheduling of annual leave other than the main holiday, every single employee shall be consulted in good time so that he or she has a reasonable period of time within which to notify the company of their personal preferences.

Consultation should take place as soon the individual employee's entitlement to annual leave etc. has been clarified.

§ 5 Scheduling of the main holiday and calculation of annual leave

Employees who, on the company's initiative, have some or all of their main holiday scheduled during the period 1 October–31 March shall be entitled to a holiday allowance of SEK 350/per remaining day of leave displaced.

§ 6 Holiday pay and holiday compensation

- a) For employees with a monthly salary, holiday pay shall be paid at the employee's current monthly salary at the time the leave is taken, plus a holiday allowance, as well as 13% for any overtime and other variable salary supplements, to the extent these are not already included in the salary supplements under Chapter 3.
- b) The holiday allowance for each day of paid leave is 0.8% of the current monthly salary at the time the leave is taken.
- c) Monthly salary in this context means the fixed monthly cash salary plus any fixed monthly salary supplements.
- d) On the cessation of the employment, holiday pay for employees with a monthly salary shall be calculated as 4.6% of the current monthly salary per untaken day of leave plus holiday allowance, and 13% of any overtime and other variable salary supplements. Holiday compensation for saved leave shall be calculated as if the saved days were taken in the leave year in which the employment ceased.
- e) A deduction for unpaid leave shall be made from the current monthly salary at 4.6% of monthly salary.

- f) Where a different level of occupation occurred during the qualifying year compared with the leave year, the current monthly salary at the time of the leave shall be pro rata to the proportion of the full normal working hours at the workplace during the qualifying year. Where the level of occupation has changed during the current calendar month, the level of occupation that applied on the majority of calendar days in the month shall be used for the calculation.
- g) Saved days of annual leave shall be taken in the order they are saved.
- h) For employees paid by the hour and at piece work rates, holiday pay and holiday compensation shall constitute 13% of the basis for holiday pay. The basis for holiday pay shall consist of the employee's salary due for the employment during the qualifying year. The basis for holiday pay shall not include:
 - lay-off salary resulting from suspension of operations for simultaneous holiday
 - compensation for expenses
 - sick pay
 - holiday allowances

In addition, the basis for holiday pay for each hour of absence forming the basis for holiday pay shall be increased by an amount equal to the average income paid for each hour of employment during the qualifying year. Holiday pay for saved days of annual leave shall be calculated in accordance with the rules for holiday pay for ordinary leave.

Note

In the case of unsocial hours, unsocial hours compensation shall be included in the basis but not in the hours worked.

In the case of overtime, both the hours worked and the overtime compensation shall be included in the basis.

§ 7 Payment of holiday pay and holiday compensation

Holiday pay shall be paid to the employee at the time of the leave. Holiday pay is therefore paid in the same way as the normal salary on the usual payment day. On payment of holiday pay the holiday allowance shall be paid at the same time as the normal salary during or immediately following the holiday.

Note 1

Instead of paying holiday compensation on the cessation of seasonal employment, the employer shall be entitled, following consultation with employees with preferential rights, to conclude a local agreement on this issue.

Note 2

For seasonal employees with a monthly salary, holiday pay and holiday compensation shall be calculated at 13% of the basis for holiday pay, provided this does not cause administrative difficulties.

§ 8 Illness, etc. during annual leave

Employees shall be obliged to provide proof, if the company so requires, in the form of a doctor's certificate or document from the social insurance office, that they have been unable to work due to illness.

CH. 12 STAFF AREAS

The requirements of the Swedish Work Environment Authority with regard to staff areas are stated in regulation AFS 2009:2 "Workplace Design". Parts of the regulations are supplemented by this agreement made between BI and Seko with regard to which standards apply to staff areas. Below are the functional standards that apply to sheds, trailers and staff areas that are provided on existing premises.

Standards for sheds and trailers**§ 1 General requirements**

a) Sheds

- At least 3.4 square metres per person (not including toilet)
- Ceiling height of at least 2.4 metres
- Notice board for information

b) Trailers

- At least 3.0 square metres per person (not including toilet)
- Ceiling height of at least 2.4 metres, however a lower ceiling height is approved for trailer-bound staff areas (called combi trailers)

c) Dining room

- Table with shoulder room of 80 cm per person (width of table 70 cm)
- Chairs with back support
- Heating facilities for food (can be a microwave oven)
- Refrigerator
- Hooks to hang bags on

§ 2 Changing room

- At least one locker 30 cm wide and one compartment/cupboard 30 cm wide per person for hanging up work clothes.
- The compartment and cupboard must be at least 50 cm deep.
- In front of the compartment/cupboard there should be a bench 30 cm deep.

- Lockable drying space, airing cupboard or similar drying facility capable of drying clothes and shoes for the next working day.

§ 3 Washroom

- One wash tap for every group of four people or part thereof (two wash taps in a six-man shed).
- Shower with screen.

§ 4 Staff areas on existing premises

Where staff areas are provided on existing premises, the same standard shall apply as for sheds. A ceiling height lower than 2.4 m as a result of this shall be acceptable.

If any other deviation is required, an agreement shall be concluded between the employer and the relevant local trade union.

§ 5 Cleaning, materials, etc.

Staff areas shall be cleaned daily and thoroughly cleaned once a week. Paper towels shall be provided by the wash basin.

§ 6 Electricity or gas

In workplaces where sheds and trailers cannot be connected to the electricity grid, these shall be equipped with LPG installations or equivalent for heating, clothes drying, water heating and lighting.

§ 7 Toilet

Water closets or modern dry toilets shall be installed appropriately at the workplace.

§ 8 Boot and shoe cleaner

A boot and shoe cleaner shall be provided next to the entrance to the shed, shed construction or trailer. If it is not possible to provide a boot and shoe cleaner next to the trailer, there should at least be a boot scraper.

§ 9 Penalties

It is the opinion of both parties that damages shall only apply in cases where the breach of the agreement may be considered flagrant or systematic.

§ 10 Transitional provisions

The intention of the transitional provisions is to enable a gradual transition to be made from the current shed standard to the new space and interior standard.

§ 11 Sheds – transitional provisions

a) Newly manufactured sheds

The new space and interior standard shall apply from 01/07/2010.

b) Existing sheds – space standard

The new space standard shall apply from 01/07/2010 and shall be fully implemented by 31/12/2012 at the latest. Interested parties may give dispensation for ongoing projects.

c) Existing sheds – interior standard

The new interior standard shall apply from 01/07/2010 and shall be fully implemented by 31/12/2014 at the latest. Interested parties may grant exemption for ongoing projects.

d) Sheds with a ceiling height of less than 2.4 m

Sheds with a ceiling height of less than 2.4 m are not permitted on construction sites after 31/12/2010. Interested parties may grant exemption.

e) Shed constructions built before 31/12/2010 for projects which continue after 31/12/2012 may nevertheless be used during the project period, notwithstanding Section 11 (b) and (c) above.

Note

A general exemption shall apply for shed constructions on fixed installations where the space standard under normal use exceeds 8 square metres per person. If anyone who normally uses the shed construction requests in writing that the ceiling should be 2.4 m, the exemption for this workplace shall be withdrawn. In this case, the shed construction shall be made to comply with the standard under points (b) and (c) above within six months.

§ 12 Interested parties

Interested parties as referred to above are the employer and the relevant local trade union.

§ 13 Review of the transitional provisions

It is the parties' intention that the new space and interior standard will be implemented in a financially feasible manner, and primarily utilising the production capacity available in Sweden. If the transitional periods prove to be too short, the central parties shall adjust the transitional periods to the prevailing conditions.

§ 14 Trailers – transitional provisions

- a) The intention of the transitional provisions is to enable a gradual transition to be made from the current trailer standard to the new space and interior standard.
- b) The new space and interior standard shall apply from 01/01/2011.
- c) The space and interior standard (with the exception of ceiling height, see below) shall be fully implemented for existing facilities by 31/12/2014.

Trailers manufactured before 01/01/2011 with a ceiling height lower than the specified standard shall be disposed of no later than 18 years after manufacture. Interested parties (see above) may grant exemption.

Showers in trailers**§ 15 Rules up to and including 31 December 2014**

For short-term and variable work, as well as at workplaces, where sheds and trailers cannot be connected to the water and sewer mains, shower facilities may be omitted. However, good hygienic equipment standards should be pursued for such work and workplaces.

§ 16 Rules from 1 January 2015 onwards

If the work is dirty or causes perspiration, there must be access to a shower. The requirement for a shower shall not apply, however, if under the circumstances it is unreasonable to provide one.

Issues raised about the reasonableness of providing shower facilities shall in the first instance be resolved by the local parties. Before the local dispute negotiation process ends, an opinion shall be sought from central parties.

CH. 13 OCCUPATIONAL TRAINING AGREEMENT

The Occupational Training Agreement is subject to review and is therefore printed separately.

CH. 14 WORKING IN ROCK CHAMBERS**§ 1 Main divisions of work in rock chambers**

Work in rock chambers is divided into the following main groups:

- a) **Rock work.**
- b) **Maintenance scaling and rock reinforcement work** in previously completed rock chambers that are in use.
- c) **Interior and installation work.**
- d) **Maintenance, servicing and modification work** to fittings and installations in previously completed rock chambers that are in use.

§ 2 Definitions**a) Rock work**

- drilling, loading, blasting and salvo scaling
- loading and transportation of rock masses
- protective scaling, and
- rock reinforcement work.

Rock reinforcement work means:

- drilling for and installing rock bolts
- drilling and grouting of rock
- shuttering, reinforcement and concrete casting of reinforcing frames, pillars or other casting against rock ceilings or rock walls which is required for reinforcing the rock
- installing a permanent safety net
- lining the ceiling and walls with shotcrete (including any reinforcement)
- in unsprayed rock ceilings fit/effect other permanent roofing as protection against falling rock.

Rock work is considered to have ended once mining as described above is carried out to the prescribed extent (rock surfaces secured).

Rock work includes maintenance scaling and rock reinforcement work carried out partly in waterways and swell galleries next to power stations and partly for the renovation of previously completed oil storage facilities that are in use where the oil stored against the rock wall.

Rock work does not include the removal of individual stings and smaller pieces of rock (including other related work) in previously completed rock chambers.

At rock chamber sites, the rules regarding rock chamber supplements and supplements for a reduction in working hours shall apply until the rock work is completed.

If the interior work and installation work is carried out in the same space at the same time as ongoing mining operations, the same rules as for mining shall apply.

The rules shall be applied to each space separately, provided that the spaces are separated from one another, e.g. by a screen wall or gate.

b) Maintenance scaling and rock reinforcement work in previously completed rock chambers that are in use.

Where work is carried out such as the renovation of previously completed oil storage facilities that are in use where the oil stored against the rock wall, and waterways and swell galleries next to power stations, however, the rules for mining shall apply.

c) Interior and installation work.

Other construction work that is carried out in a secured space and does not constitute work under (a) and (b) above, but is intended only to make the space usable for its intended purpose.

d) Maintenance, servicing and modification work to fittings and installations in previously completed rock chambers that are in use.

§ 3 Special provisions for work in rock chambers

- a) The term “in rock chambers” (underground facilities in rock) means that part of a workplace that is inside the rock feature for entrances and under the rock surface for sinkers, and for lift, ventilation and tube shafts. However, it also includes blasting and loading the first salvos in the entrance areas, sinkers, and lift, ventilation and tube shafts for working in the rock chambers.
- b) The provisions on reduction in working hours pursuant to Chapter 2, Sections 13-16, and compensation for reduction in working hours pursuant to Chapter 3, Section 14 shall apply to rock work.
- c) The provision on rock chamber supplements pursuant to Chapter 3, Section 13 shall apply to rock work.

The provision on rock chamber supplements pursuant to Chapter 3, Section 13 shall apply to maintenance scaling and rock reinforcement work in previously completed rock chambers that are in use.

The provision on rock chamber supplements pursuant to Chapter 3, Section 13 shall apply to interior and installation work.

No supplement shall be paid for maintenance, servicing and modification work to fittings and installations in previously completed rock chambers that are in use under Section 1 (d).

- d) For concrete casting teams, the working hours applicable for workers at the casting site shall apply to the entire team, even if the concrete is prepared outside the rock chamber. – Work at a concrete plant above ground that supplies concrete to several teams shall not be subject to the provisions on reduction in working hours pursuant to Chapter 2, Section 13, and on supplements for a reduction in working hours and rock chamber supplements.
- e) The transport of materials to and from the workplace in rock chambers using cars, tractors or similar vehicles shall not be subject to the provisions on reduction in working hours pursuant to Chapter 2, Section 13, and on supplements for a reduction in working hours and rock chamber supplements.

- f) The loading and transportation of rock masses in the context of ongoing rock work in rock chambers according to the main group in Section 1 (a) shall be subject to the surface working hours. Nevertheless, for each working hour scheduled in rock chambers a supplement shall be paid for reduction in working hours pursuant to Chapter 3, Section 14, as well as a rock chamber supplement pursuant to Chapter 3, Section 13.

In the event that working hours scheduled in rock chambers are equal to the fixed weekly working hours in Chapter 2, the provisions on reduced working hours shall also apply.

Working hours above ground for the transportation of rock masses for up to 2 km outside the rock feature shall be classed as scheduled in rock chambers. For longer distances, however, all working hours outside the rock feature shall be classed as scheduled above ground.

- g) For workers who only spend part of the day doing work other than rock work in rock chambers, the surface working hours shall apply. Nevertheless, for each working hour scheduled in rock chambers a rock chamber supplement shall be paid pursuant to Chapter 3, Section 13, which shall be specified for work at the workplace.
- h) For workers who are moved to another team, the working hours of that team shall apply.

CH. 15 SCOPE AND DURATION OF THE AGREEMENT

- § 1 The agreement covers the construction, operation, maintenance and repair of roads, streets, railways, tramways and underground railways, as indicated below:
- a) Streets and roads.
 - b) Forest roads.
 - c) All forms of surfacing work including insulation work.
 - d) Road marking.
 - e) Railways, tramways and underground railways.
 - f) Land and pipeline work.
 - g) All excavation work in connection with laying cable.
 - h) Crushing and production of surfacing material.
 - i) The agreement also covers services related to the above, such as cleaning, cleansing and other similar services, including winter road maintenance, as well as the processing of recyclable and waste products from activities covered by the agreement.
 - j) The agreement also covers internal transport carried out in the workplace area under points (a) – (i).
- § 2 At companies or parts of companies with mixed activity in the contract machinery industry, i.e. activities within the scope of both the Construction Agreement and the Road and Rail Agreement, the unity principle shall apply with regard to association with the collective agreement. This means that all machine operators and drivers who are employed at the same business unit shall be bound by the same collective agreement in the event of mixed activity. In order to assess the association with an agreement, the company and the local trade union concerned within Construction and Seko shall perform a joint review every two years of the company's mixed activity.

§ 3 All land and pipeline work shall be covered by this agreement, except for land and pipeline work on land for construction, i.e. work with a temporary connection to a defined construction or house-building object. Such work shall be covered by the Construction Agreement.

§ 4 Where the estimated time for specific items of work on a single object is less than 600 hours, the same collective agreement shall apply to all work on the object in question. This shall apply irrespective of whether work in question falls under another collective agreement.

§ 5 Validity period of the agreement

The agreement period is 24 months and runs from 1 May 2014 to 30 April 2016 inclusive. The first year of the agreement is 01/05/2014 to 30/04/2015 and the second year of the agreement is 01/05/2015 to 30/04/2016.

Notice may be given on 31 October 2014 to terminate the second year of the agreement on 30 April 2015, i.e. a notice period of six months.

Where there is no request for negotiation at least two months prior to 30 April 2016, the agreement shall be extended for one year at a time.

Where the request for negotiation is submitted before 29 February 2016, the agreement shall apply for the period after 30 April 2016, with a notice period of seven days.

COOPERATION and CO-DETERMINATION

CH. 16 COOPERATION and CO-DETERMINATION AT COMPANIES

§ 1 Forms of cooperation and co-determination

Effective cooperation and co-determination are built on good, open relations between the company, its employees and the trade union. This is essential if everyone is to feel engaged and involved in the business. It is important that the company strives to develop and intensify various forms of cooperation and co-determination. Intensifying forms of cooperation and co-determination are based on the trade union setting up union branches or equivalent at the company.

§ 2 Staff development

The company is responsible for and shall actively work towards giving employees the opportunity for professional development. The individual employee, taking into account their personal circumstances, shall actively participate in staff development.

Regular development reviews and the drawing up and follow-up of development plans for employees are appropriate ways of clarifying requirements and opportunities for changing duties and increased responsibility. This also creates the conditions for personal salary determination. Development reviews can take place both individually and in groups.

It is essential that the company, together with its employees, clarifies the need for and forms of continuing professional development. Continuing professional development is important and can involve a transfer of knowledge between individuals and groups, between the experienced and the inexperienced, between recent graduates and those whose education lies further in the past. The means of such a transfer may be job rotation, continuing and further training, and the exchange of information and experience.

§ 3 Development of the work organisation

The work organisation requires continual development in order to increase the company's competitiveness and competence. The com-

pany is responsible for issues of changes to the work organisation, where necessary, being the subject of cooperation. The development of the work organisation is closely related to the personal development of the employee. Changes to achieve more decentralised and targeted forms of work organisation also create opportunities to better utilise the experience and knowledge of employees.

Forms of cooperation may include:

- core of a team, co-determination member, safety representative or other employee who is or will be working at the workplace, is actively involved in the planning work,
- employees are given the opportunity to be involved in the planning of their own work through continuous participation in production planning, coordination and work preparation,
- employees regularly receive information about workplace conditions that affect their work situation, as well as general information about the company and its operations.

§ 4 Working environment

The aim of working environment work is, based on an overall view of the working environment, to help reduce absence through illness, accidents at work and work-related early retirement by incorporating working environment work into the company's normal business. Working environment issues should therefore be an integral part of ongoing operations, including issues relating to technology and human resources, as well as financial and organisational issues.

It is therefore important to develop and strengthen the cooperation between the company and its employees.

CH. 17 NEGOTIATION PROCEDURE

Negotiation – Legal disputes

§ 1 Scope

If a dispute arises between a company and its employees or their trade unions with regard to the interpretation or application of this agreement and its appendices or the law – legal dispute – each party shall be entitled to have such dispute examined in local negotiations, central negotiations and at the Swedish Labour Court, or where appropriate the arbitration board, provided that the party convenes negotiations or initiates proceedings by the specified deadlines.

Law means legislation governing the relationship between companies and employees (labour legislation).

Agreement means not only the agreements referred to above, but also other agreements of a collective nature between the parties, with the exception of collective agreements in which the parties have agreed a different negotiation procedure.

This negotiation procedure shall not apply to proceedings for damages or other performance on the grounds of unlawful industrial action under Section 67 MBL.

§ 2 Conducting of negotiations

Negotiations should begin as soon as possible after the counterparty has received notice of the negotiation request.

Local and central negotiations should be completed within one month and two months respectively after the counterparty has received notice of the negotiation request.

§ 3 Keeping and checking of minutes

Minutes shall be kept at the negotiations, unless otherwise agreed, with persons designated to check and approve the minutes within one month after the last negotiating session. Minutes shall be checked and provided to the counterparty as soon as possible but no later than within one month of receipt, unless otherwise agreed.

§ 4 Conclusion of negotiations

Negotiations shall be considered concluded once the final version of the minutes has been approved.

Should the parties fail to check and approve the minutes within the prescribed time, the negotiations shall be considered concluded once either party has given the other party written notice of this.

Local negotiations**§ 5 General legal dispute**

A party who wishes a legal dispute to be subject to local negotiations shall request this from the counterparty, except as stipulated in Sections 6-7, promptly and within four months of when the party became aware of the circumstances to which the claim relates and no later than two years after the circumstances occurred. If the counterpart so requests, the request must be made in writing.

Note

With regard to the procedure for employees in the event of claims for damages or other claims, see Chapter 6, Section 35.

§ 6 Pay disputes

Disputes concerning pay or other remuneration pursuant to Section 35 MBL or disputes concerning the duty to perform work, where a company invokes extraordinary reasons pursuant to Section 34, second paragraph, MBL, shall be deemed to have arisen when the local trade union has notified the party of the local employer in writing that the position maintained by the employees in a dispute situation that has arisen is supported by the union. Where such a dispute has arisen, the party of the local employer shall request negotiations within five working days.

§ 7 Disputes concerning the validity of termination of employment, etc.

In the event of a dispute concerning the validity of termination of employment and dismissal, local negotiations shall be requested within one month after the termination or dismissal occurred.

Where the employee has not received written notice of the termination or dismissal indicating the procedure should the employee wish to claim that the action is invalid, local negotiations shall be requested one month from the date on which the employment ceased as per the termination or dismissal.

In the event of a dispute concerning the validity of fixed-term employment, local negotiations shall be requested within one month of the employee informing the company of this.

Note

With regard to the employee procedure for the annulment of a termination of employment or a dismissal and for the declaration that temporary employment shall become permanent, reference is made to Chapter 6, Sections 30-33.

Central negotiations**§ 8 General legal dispute**

If agreement cannot be reached through local negotiations, the party that wishes to pursue the matter shall request central negotiations in writing at the central counterparty – except as stipulated in Sections 9-10 – within one month of the conclusion of local negotiations.

§ 9 Pay disputes

In the event of a dispute under Section 6, central negotiations shall be requested by the party of the employer within ten working days of the conclusion of local negotiations.

§ 10 Disputes concerning the validity of termination of employment, etc.

In the event of a dispute under Section 7, central negotiations shall be requested within one month of the conclusion of local negotiations.

Swedish Labour Court**§ 11 General legal dispute**

If, after local and central negotiations, a party wishes to have the

dispute heard by the Swedish Labour Court, proceedings shall be brought before the court, except as stipulated in Sections 12-14, within four months of the conclusion of central negotiations. The Swedish Labour Court also has jurisdiction for foreign employers operating temporarily in Sweden.

§ 12 Pay disputes

In the event of a dispute under Section 9, proceedings shall be brought before the Swedish Labour Court by the party of the employer within ten working days of the conclusion of central negotiations.

§ 13 Disputes concerning the validity of termination of employment, etc.

In the event of a dispute under Section 10, proceedings shall be brought before the Swedish Labour Court within two weeks of the conclusion of central negotiations.

§ 14 Disputes concerning holiday compensation, etc.

If a dispute arises concerning holiday compensation or damages in relation to leave, the party of the employee shall initiate proceedings within two years of the end of the leave year in which the employee should have received the benefit to which the claim relates.

Limitation

§ 15 Limitation period

The limitation period shall begin on the date on which the final version of the minutes has been approved or, where applicable, from the date on which written notice has been given that the party considers negotiations to have been concluded.

§ 16 Limitation

Where a party fails to request negotiations or to initiate proceedings within the time limits prescribed above, the party shall forfeit the right to negotiations and proceedings respectively.

Negotiation – Co-determination

§ 17 Local negotiations

Local negotiations – between the company and the local trade union – shall begin promptly and take place with the urgency that the circumstances require.

§ 18 Central negotiations

Central negotiations shall take place between the company and the relevant employee association. Where a local trade union wishes to convene central negotiations, the company shall be notified of this as soon as possible and no later than five calendar days after the conclusion of local negotiations. Central negotiations shall be requested promptly and no later than 15 calendar days after the conclusion of local negotiations.

Central negotiations shall be entered into promptly.

CH. 18 WORKPLACE NOTIFICATON

- § 1** It is incumbent upon the company to provide written notification of a new workplace. A company that is a member of the Swedish Construction Federation shall send notification to the local branch of the Swedish Construction Federation, which shall forward the notification to Seko's local trade union.
- § 2** The local branch of the Swedish Construction Federation shall send the workplace notification to both the Construction union and Seko's local trade union. The workplace notification shall indicate any garden works and details of the scope of work.

**CH. 19 STATUS OF TRADE UNION REPRESENTATIVES
AT THE WORKPLACE (FMÖ)****Application of the Swedish Trade Union Representa-
tives (Status at the Workplace) Act (FMÖ)**

- § 1 Trade union representatives working at the main contractor – Section 1 (2) FML**
Trade union representatives appointed at the main contractor at the workplace should, with respect to ongoing union duties pursuant to Section 4, exercise their trade union function at the workplace in relation also to employees of subcontractors, as applicable between the contracting parties to the collective agreement.
- § 2 The term “workplace” – Section 1 (2) FML**
At companies, whose business is characterised by several short-term workplaces, an agreement should be reached between the company and the local trade union on the meaning of term “workplace”. This should be guided mainly by the agreed priority areas in Chapter 6, unless otherwise required by the company's organisational structure.
- § 3 Use of premises, etc. – Section 3 FML**
Pursuant to Section 3 FML, the trade union representative shall be provided with the facility to keep the documents required for their trade union duties in an appropriate lockable space. The trade union representative shall also be provided with the use of suitable premises where meetings or discussions can take place, where this is necessary given the size of the company and the nature and scope of the union duties.

The trade union representative should also be given the use of an available telephone to the extent necessary for the trade union duties.

The scope, scheduling and remuneration of trade union duties – Sections 6 and 7 FML

§ 4 Standard time for ongoing union duties

The standard time per week below shall apply to ongoing union duties, according to the number of employees of the company at the workplace, unless otherwise agreed.

No. of employees	Standard time	No. of employees	Standard time
5– 10	1,0 hour	41– 50	4,0 hours
11– 20	2,0 hours	51– 75	4,5 hours
21– 30	2,5 hours	76–100	5,5 hours
31– 40	3,0 hours		

At smaller and larger workplaces, and at workplaces that cover a large geographical area (regardless of the number of employees), an agreement must be reached.

When calculating standard time for the purposes of Section 1 of the agreement, employees of subcontractors at the workplace within the scope of the agreement shall be included in the workforce at half their number.

Ongoing work primarily means such information and advisory activities on such union issues, as can be performed during short breaks in work or similar and which provide entitlement to paid time off under FML.

Remuneration shall be paid for the standard time per salary period regardless of the actual time required for such tasks. The trade union representative shall be entitled – taking into account the requirement for uninterrupted production – to decide when it is practical and appropriate for these union duties to be performed.

Where the trade union representative performs ongoing union work during a break, the representative shall be entitled to postpone their break accordingly.

Where the trade union representative wishes to schedule some parts of ongoing union work outside normal working hours, the scope of this shall be notified to the company. Such time shall be deducted from the standard time and compensated without overtime pay under Section 7 (2) and (3). Where an agreement on such scheduling is reached at the express request of the company, overtime pay shall be paid.

§ 5 Other time off

The scope and scheduling of time off other than referred to in

Section 4 above shall be determined by agreement between the company and the trade union representative or – where they fail to agree – following discussions between the company and the local trade union organisation.

§ 6 Attendance of trade union courses

No more than one trade union representative from a workplace should be called for the same trade union course at the same time, unless it is clear with respect to the size of the workplace that this can be done without risk of disruption to production.

Requests for time off for trade union courses shall be made at least 14 days before the course begins.

Where compensation is requested for the intended course, evidence of completion of the course shall be provided to the company. This evidence shall state the number of hours the representative has attended for such teaching hours as are eligible for compensation.

§ 7 Compensation under FML for trade union representatives

Compensation shall be paid for compensatable time under FML as follows.

Employees who are part of a piece work team or who work alone on a piece work basis shall retain their current pay conditions. Payment shall be determined individually as the piece work is determined.

Employees who are not part of a piece work team nor work alone on a piece work basis shall receive their payable salary according to the rules applicable to the individual employee.

Compensation for trade union representatives for time spent in relation to piece work negotiations and preparations for such, shall, where the trade union representative is a member of a piece work team affected, be included in the piece work agreement and compensated as piece work time. The time required for this work shall be specified, however, in the piece work agreement.

Where the trade union representative participates in piece work negotiations or preparations for such, the compensation shall be determined in accordance with the second and third paragraphs above.

§ 8 Travel time and travel expenses

Where the company and the trade union representative have agreed that the trade union representative is to undertake a journey in connection with such union work as provides entitlement to paid time off under FML, lost earnings during normal working hours shall be compensated in accordance with Section 7 (2) and (3) above and the actual travel cost. In this event, an agreement may be reached for travel by private car in accordance with the recommendations of Chapter 4, Sections 26-29.

§ 9 Cessation of employment, etc. – Sections 5 and 8 FML

In the event that the employment of the trade union representative is to cease following termination or notice by the company, the company shall inform the local trade union of this in writing. Such notification need not be provided, however, for notice within 8 weeks prior to the estimated completion of the agreed work where there is no deviation from the order of priority pursuant to Chapter 6, Section 21 in relation to the union representative.

The company shall also submit written notification to the local trade union if an issue arises concerning the alteration of a trade union representative's working conditions or terms of employment, unless the change constitutes a normal part of the representative's work.

Where the local trade union wishes to request negotiations on the matter, this request shall be submitted within one week of the notification under the preceding paragraphs being provided to the local trade union.

Issues relating to the termination of employment shall otherwise be addressed in accordance with the rules of Chapter 6.

§ 10 Order of precedence – Section 9 FML

Precedence pursuant to Section 9 (1) FML shall be given to the central organisation of the contracting party or by its decision in certain cases its local trade union.

Note

Where the central organisation of the contracting party in certain cases decides to delegate precedence to the local trade union, written notice of this shall be provided to the Swedish Construction Federation.

CH. 20 CO-DETERMINATION AGREEMENTS**Company-Specific Co-Determination Organisation**

Rules relating to local employee organisation pursuant to Sections 14 and 20 MBL with the application of Sections 11, 12, 19 and 21 of the same Act. For negotiation procedure, see Chapter 17.

The agreement shall be applied in such a way as to allow for the quick and smooth handling of co-determination at the company.

General provisions**§ 1 Agreement on company-specific organisation**

Separate agreements shall be concluded between Seko, the Swedish Construction Federation (BI) and National companies on company-specific co-determination organisation. Such an agreement is supplementary to the rules of this agreement and may include rules that deviate from these provisions.

A corresponding agreement should be concluded between the Regional and Local company and the local trade union.

§ 2 Obligation to provide information and to negotiate

The company shall fulfil its obligation to provide information and to negotiate with the co-determination group (referred to below as the MB group) or contact representative.

The MB group and, where appropriate, contact representative shall be appointed at each company at company level. In addition, in the cases mentioned below, the MB group shall be appointed at the workplace at workplace level, and – depending on the company's organisation, structure, etc. – at regional level.

Note

- In cases concerning only specific association areas, negotiation and information shall be solely with the relevant association's MB group members or, where appropriate, contact representative.
- If the company's organisation, structure, etc. changes, negotiations shall take place in order to make the necessary adjust-

ments to the new organisation.

- 16. The MB group/contact representative is only entitled to negotiate on matters that fall under Sections 11, 12 and 21 MBL and therefore do not relate to legal disputes. The implementation of Section 38 MBL and application rules shall also fall outside the remit of the MB group.

§ 3 Appointment of members

Members of the MB group or contact representatives shall be appointed by the relevant trade union from among the employees at the company who work within the area of competence of the particular MB group or contact representative.

§ 4 Member – trade union representative

Anyone who is appointed a member of an MB group or a contact representative is thereby also appointed, with regard to MB issues, a trade union representative (FFM) pursuant to the provisions of the Swedish Trade Union Representatives (Status at the Workplace) Act (FML) and the Trade Union Representatives Agreement (FMÖ). The term workplace constitutes the area of competence of each MB group or contact representative.

Note

- This does not prevent the employee organisation from appointing such member a trade union representative for other duties under the Trade Union Representatives (Status at the Workplace) Act.
- The trade unions shall notify the companies in writing according to a separate list of who has been appointed to the MB group or as a contact representative. Corresponding notice shall be given to the company if the trade union has decided to end the appointment of the member or contact representative.
- On notifying the company, the trade union shall also indicate the trade union training that a member or contact representative has already undergone in the field of co-determination, as well as trade union representative training previously completed.

§ 5 Time off and remuneration of a member of an MB group or contact representative

Time off and remuneration of a member of an MB group or contact representative shall be governed by the Trade Union Representatives Agreement (FMÖ) and the Trade Union Representatives (Status at the Workplace) Act (FML).

§ 6 Term of office

The term of office of a member of an MB group or a contact representative is indefinite, unless the trade union concerned decides otherwise.

The appointment shall nevertheless end when the member's employment ceases or they are moved outside the area of competence of the MB group/contact representative.

The employer shall notify the local trade union that the contact representative or member of an MB group is being moved outside the respective area of competence at least fourteen days in advance, or as soon as possible.

If a seasonally employed member within the remit of the Road and Rail Agreement is appointed to an MB group, a separate agreement shall be made with regard to what should apply between the seasons. The same shall apply with regard to contact representatives.

§ 7 Negotiation assistance

Each MB group or contact representative shall be entitled, where necessary, to call in union officials and – by agreement between the company and the relevant MB group member – from another MB group or, in special circumstances, another employee to participate in negotiations.

§ 8 Board representatives

Members and deputies of the company's Board appointed by the Swedish Building Workers' Union or Seko shall be entitled to participate in the MB group obtaining primary information at company level.

§ 9 Subsidiaries

a) Where subsidiaries are not governed under point (b), each company shall apply this agreement individually.

b) For subsidiaries that are organised by region, management, etc., such as department, works manager and site manager unit, and which are exclusively engaged in operations within the scope of this agreement, the following shall apply:

The members of an MB group at company level at subsidiaries shall be appointed by agreement between the company and the relevant local trade union. The number of members and other rules concerning the rights and responsibilities of the MB group shall be governed in accordance with the provisions of this agreement.

c) Where a subsidiary under (a) above is not represented in an MB group at company level at the parent company or under (b) above in an MB group at regional level and there is an MB issue that specifically affects the subsidiary, an MB member from this company shall always be called to attend and form part of the MB group to which the employer must fulfil its obligations.

§ 10 Trade union information on paid time

A trade union member shall be entitled to a maximum of five hours per year paid time to participate in trade union meetings organised by the local employees' association at the workplace on matters relating to the relationship with the employer, or which are otherwise connected with trade union activities at the company.

The specific application of this provision shall be agreed between the employer and the local trade union. Meetings should be scheduled so as to cause the least possible disruption to production or to the proper progress of work. Meetings shall normally be scheduled outside normal working hours, for which overtime shall be paid. By local agreement, meetings may be scheduled during normal working hours. Paid time shall then include the time required to get to and from the meeting.

It is for the local parties to agree on the formalities for reporting who is entitled to remuneration.

“Paid time” means the following:

- a) Employees who have a monthly salary or hourly wage shall receive individual remuneration according to the rules that apply to them.
- b) With regard to entitlement to overtime pay, the rules that apply to each employee shall also apply here.
- c) Travel time outside normal working hours shall not provide entitlement to separate remuneration.
- d) Remuneration for attendance of information meetings is purely a payment rule. The time spent, which does form the basis of holiday pay, shall not be considered time worked in the sense of the Swedish Working Hours Act and the working hours agreement.

Local company

§ 11 Definition

Local company means a company with a unit from which it administers all its activities.

Obligation to provide information and to negotiate

§ 12 Company level

An MB group shall consist of the following number of members, calculated in proportion to the number of employees within the relevant association area.

Number of employees	Members	Deputies
50 -	3	3
49 - 25	3	2
24 - 12	2	1

At companies with fewer than twelve employees, the local trade union shall be entitled to appoint a contact representative, who shall

carry out co-determination in accordance with the authority specified by the local trade union in each individual case. The authority of the contact representative shall be communicated to the company in writing.

Note

For negotiations on MB issues that concern both the Swedish Building Workers' Union and Seko, these shall appoint an MB group of up to three members, from among the MB members of each association.

A deputy shall attend the MB group in the absence of an ordinary member.

§ 13 Workplace level

At a workplace that is expected to include more than twenty employees of the company within the respective agreement area, an MB group shall be appointed consisting of no more than three members. Such MB-group shall deal only with co-determination issues (MB issues) that relate to the workplace in question and, where appropriate, smaller workplaces directly related to the larger workplace.

Note

MB issues arising at the local company shall be dealt with at company level with the exception, however, of MB issues that directly affect the workplace pursuant to Section 13 and that are to be dealt with there.

An MB group shall be appointed so that each professional group at the company is represented as far as possible. Members of the MB group shall be appointed from among the employees of the company by the local trade union at the place where the company is located.

Note

If there is no relevant MB group or contact representative, negotiations shall take place with the local trade union of each association. Information pursuant to Section 19 MBL may in such case be provided, if the company so wishes, to the trade union representative,

whereby the same rules shall apply to the representative in this case as for a member of the MB group/contact representative (see Sections 4–5 above).

§ 14 Information

Unless otherwise agreed, primary information shall be provided to the MB group at company level once per year and this should be on the occasion of the publication of the company's financial statements.

In addition, the company's obligations to continuously inform the relevant MB group are governed by Section 19 MBL.

National companies

§ 15 Definition

A national company is a company that has a structured regional organisation (district, administrations etc.).

Obligation to provide information and to negotiate

§ 16 Company and regional level

Unless otherwise agreed, the members and deputies of an MB group at company level shall be appointed such that each region is represented.

Members and deputies of an MB group at regional level shall be appointed from the employees of the company in each region.

For each member at company and regional level a personal deputy shall be appointed, who shall attend the MB group in the absence of the ordinary member.

Where an MB group contains more than three members in accordance with this paragraph, an MB group containing no more than three members shall be appointed from among these for conducting negotiations.

The number of members from each association in an MB group at company and regional level shall be determined in a separate agreement to be concluded by each national company.

At regional level, efforts shall be made to ensure that the various branches and lines of business within the region are represented as far as possible in the MB group.

§ 17 Workplace level

- a) At a workplace that is expected to include more than twenty employees of the company within the respective agreement area, an MB group shall be appointed consisting of no more than three members. Such MB-group shall deal only with co-determination issues (MB issues) that relate to the workplace in question and, where appropriate, smaller workplaces directly related to the larger workplace.
- b) At a workplace with fewer than twenty employees within the respective agreement area, the company and the relevant local trade union may reach an agreement on the establishment of an MB group of up to three members.
- c) At other workplaces that are not governed by (a) above, and in those cases where the nature of operations requires, such as surfacing and repair work, an agreement shall be reached on a broader definition of the workplace. An MB group shall be established in these cases within, for example, a priority area, works manager area or production unit, unless otherwise necessitated by the company's organisational structure. Such MB group shall contain no more than three members.
- d) An MB group shall be appointed so that each professional group at the company is represented as far as possible. Members of the MB group shall be appointed from among the employees of the company by the local trade union at the workplace.
- e) At workplace level, primary information can be provided at planning meetings, etc.

§ 18 Area of competence

a) Workplace level

MB issues that directly affect the particular workplace or other agreed production unit or area.

b) Regional level

MB issues that are not to be dealt with at workplace level and that affect the region only.

c) Company level

MB issues that relate to the company's general operations and are not to be dealt with at workplace or regional level.

§ 19 Information

Unless otherwise agreed, primary information shall be provided to the MB group at company level and regional level on two fixed occasions per year, of which one should be on the occasion of the publication of the company's financial statements.

In addition, the company's obligations to continuously inform the relevant MB group are governed by Section 19 MBL.

§ 20 Trade union contact work

Members of MB groups at regional level shall be entitled, in connection with the fixed information occasions pursuant to Section 15 and for the purposes of internal trade union contact work, to spend at least two and no more than four hours on each occasion without loss of pay as specified in the separate agreement.

Members of an MB group at company level shall similarly be entitled to at least four and no more than eight hours on each occasion.

§ 21 Time off and remuneration of a member of an MB group at company and regional level

In addition to the provisions specified with regard to time off and remuneration for members at workplace level pursuant to Section 5 above, the following shall apply.

Travel expenses and necessary expenses shall be reimbursed for meetings with representatives of the company for the purposes of information and negotiation. Members shall also be entitled to the reimbursement of travel and other necessary expenses where the company and the member have agreed that the member needs to undertake a journey in order to fulfil their duties. Travel and other expenses shall be reimbursed in accordance with the rules prevailing at the company at any given time.

The company shall be entitled to agree with each member separately on the means of transport, route and travel time. This shall take into account the member having the opportunity for nightly rest.

Travel time outside normal working hours shall not provide entitlement to separate remuneration.

Regional companies**§ 22 Definition**

A regional company is a company with more than one independent unit that is not considered to be a national company.

An independent unit means a unit within the company that has administrative and profit autonomy, as well as responsibility for its own employees.

§ 23 Obligation to provide information and to negotiatea) **Company level**

Unless otherwise agreed, efforts shall be made to ensure that the members of the MB group at company level are appointed so that the various branches and lines of business are represented as far as possible in the MB group.

For each member a personal deputy shall be appointed, who shall attend the MB group in the absence of the ordinary member.

Note

- Where an MB group contains more than three members in accordance with this paragraph, an MB group containing no more than three members shall be appointed from among these for conducting negotiations.
- The number of members from each trade union in an MB group at company level shall be determined in a separate agreement to be concluded by each regional company.

b) Workplace level

At workplace level, the same provisions shall apply as for national companies, see Section 16.

§ 24 Other provisions

Other provisions of the agreement shall be applied in the manner determined in the separate agreement. This shall be governed mainly by the company's size, area of operation and organisation.

CH. 21 AGREEMENT ON COMPANY WAGE STRUCTURES**§ 1 Basic principles for company wage structures**

Salary determination shall form part of a process to generate productivity and revenue and to stimulate greater commitment and job satisfaction.

Salaries shall be determined with reference to the responsibility and degree of difficulty of the employee's duties and the way in which the employee fulfils these in relation to the company's production, objectives and business focus.

Professional expertise, industry experience and skills, initiative, imagination, innovation and teamwork skills within the work group, as well as financial and personal responsibility, are all important assessment criteria for individual salary determination. The assessment may also be based on time in the profession or industry, or at the company. Salary determination shall be structured so that it is accepted and perceived as fair by the employees. Wage policies must not be in conflict with the principles of the Swedish Discrimination Act.

To create these wage structure conditions, companies shall take a positive approach to staff development and create conditions for a work organisation that fosters development and allows for increased responsibility and greater authority. The individual employee, taking into account their personal circumstances, shall actively participate in staff development.

§ 2 Salary determination

Each employee's payable salary shall be reviewed on the basis of the guidelines in Section 1. This review shall take place as soon as possible and in accordance with the contractual agreement reached between the central parties.

Salary may be paid at an hourly rate or piece work rate, or as profit-related pay. The payable salary may not be below the basic salary under this agreement.

The local parties are responsible for the wage structure. They shall, with consideration for one another's needs, together formulate a balanced wage structure.

The principles for the wage structure under this agreement require the local parties to perform a joint review of the intentions of the agreement and its application at the company and to come to an agreement on this.

The central parties (the Swedish Construction Federation and Seko) shall provide support and advice with regard to the principles of the wage structure.

§ 3 Forms of salary system

The salary system shall promote the individual employee's professional development and facilitate a work organisation with increased responsibility and greater authority.

An employee's salary may be formed of various salary components which take into account the degree of difficulty and content of the employee's duties, their professional expertise, etc.

The basic salary is the minimum salary under this agreement, which the employee is always guaranteed. Basic salary levels for each professional category can be found in Chapter 3, Sections 4-8.

The salary system may consist of the following elements, which when combined shall not be less than the employee's guaranteed basic salary.

- **Professional salary**

The professional salary is based on the degree of difficulty and content of the employee's duties in relation to the company's production and business focus. This salary element can be changed through personal development and greater responsibility in the business.

- **Personal salary element**

The personal salary element (in addition to the professional salary) is based on the individual employee's skills and ability to perform their duties. The assessment of this shall be based on the provisions of Section 1.

- **Profit-related pay element**

The profit-related pay element can be based on all or part of the company's earnings.

- **Piece work salary element**

The form of salary can also contain piece work. The forms of salary and other remuneration provisions are discussed in more detail in Chapter 3, Sections 37-38.

Negotiation procedure – Interest disputes

§ 4 The company shall negotiate salaries under this agreement and submit salary proposals in the order agreed by the local parties.

In case of disagreement, the organisations should be consulted with regard to the application of the agreement before the local negotiations end.

Central negotiations shall be requested promptly and no later than 15 calendar days after the conclusion of local negotiations.

§ 5 Where the parties are unable to agree in central negotiations, the matter may be referred to the Board for salary issues for an opinion. This shall then take place within 15 calendar days after the conclusion of central negotiations. The Board shall issue an opinion within two months on disputed issues arising under this agreement, unless otherwise agreed.

A party that fails to observe the time limits specified above shall forfeit the right to pursue the matter further and the company shall be entitled to determine the salaries.

Note

The central party of the employer in salary negotiations is the local branch of the Swedish Construction Federation.

§ 6 **Board for salary issues**

The Salary Board consists of four members. The Swedish Construction Federation and Seko appoint two members each. If the Board agrees, it can act as an arbitration board with one member of the board appointed independent chairperson.

CH. 22 WORKING ENVIRONMENT**§ 1 Common starting points, objectives and focus**

Construction industry companies have many common working environment issues, depending, among other things, on the production technology, work organisation and the changing workplace. Different professional groups and multiple companies are often active at the same workplace, leading to coordination problems. Technological developments within the construction industry with new machinery, new equipment, new methods, new materials and new designs are continually changing working environment conditions.

The parties' common objective with this agreement is, based on an overall view of the working environment, to help reduce absence through illness, accidents at work, work-related illness and work-related sickness benefit through the clear integration of working environment issues in companies' production.

Responsibility for the systematic planning, management and monitoring of working environment work at the individual company lies with the company in accordance with the Swedish Working Environment Act and the Swedish Work Environment Authority regulations on systematic working environment work.

The parties agree, by way of this agreement, that cooperation at companies between the company and the employees should be developed and strengthened.

§ 2 Collaboration between the association parties – the Construction Industry's Central Working Environment Council (BCA)

The Working Environment Council's main tasks include dealing with working environment issues of a general industry-wide nature as specified in a separate agreement between the parties.

A central Working Environment Council shall constitute the consultation and cooperation body for working environment issues between the Swedish Construction Federation and Seko. The Working Environment Council shall contain two representatives of the

Swedish Construction Federation and two representatives of Seko. Decisions should be taken unanimously.

The tasks of the Work Environment Council are, in relation to the working environment, to

- establish a working committee to draft proposed changes to agreements
- take a view on mutual party issues
- handle training issues
 1. establish training plans
 2. seek consensus on appropriate training materials
- prepare proposals for joint party information initiatives
- prepare proposals for investigations (such as monitoring the impact of the working environment agreement or research initiatives, surveys etc. of working environment problems)
- take a view on the collection of results of medical examinations to be used for research, surveys etc. of working environment problems.

The Working Environment Council shall also be able to issue more general joint party recommendations on the appropriate content of occupational health care for companies in the construction industry.

§ 3 Cooperation at companies

The need for working environment and rehabilitation activities varies between companies, depending on their size, type of business and organisation.

Overall responsibility for working environment, adaptation and rehabilitation issues lies with the senior company management. The starting point for cooperation is the local trade union at the company.

This chapter shall be implemented in accordance with the rules of the local trade union that apply at the respective companies.

A company shall fulfil its obligations under this chapter to MB members at different levels as follows.

- **NATIONAL COMPANY/REGIONAL COMPANY**

- **Group level/company level**

Working environment issues of a Group-wide/company-wide nature

- **Workplace level**

Working environment issues that directly affect the agreed unit or area, as well as action plans

Note

Workplace level means, for example, works manager area, priority area or production unit. At individual workplaces, working environment issues shall be dealt with in accordance with the provisions of the Swedish Working Environment Act, Chapter 6.

- **LOCAL COMPANY**

- **Company level**

Working environment issues of a company-wide nature

Section 3 refers to the cooperation that is to take place on the general working environment, adaptation and rehabilitation issues in accordance with the Swedish Work Environment Authority regulations on systematic working environment work.

At companies without an MB group, this cooperation under Section 4 of the regulation (AFS 2001:1) shall be fulfilled through cooperation direct with the employees.

Note

At individual workplaces, working environment issues shall be dealt with in accordance with the provisions of the Swedish Working Environment Act, Chapter 6. Seko shall notify the company of the representative who will deal with working environment issues. The company shall also inform the local trade union of the identity of their company contact.

§ 4 Occupational health care

Occupational health care shall be based on an overall view of working environment activities and shall include issues relating to the working environment, work organisation and work rehabilitation. Occupational health care shall essentially take a preventive approach and shall constitute an expert function within the areas of working environment and work rehabilitation.

Occupational health care shall be demand-driven.

The company shall sign an agreement with an occupational health care provider or have integrated occupational health care such that regular health and working environment surveys are carried out for employees, including individual action plans, at least once every three years. A medical examination shall be conducted for new employees within six months of the commencement of their employment, unless they have had a medical examination within the last three years. The results of medical examinations and any suggested action shall be passed to the company.

Occupational health care means:

- that activities take place within the areas of working environment and work rehabilitation
- that occupational health is an independent and demand-driven resource
- that expertise is provided to identify and describe the relationship between working environment, productivity, health and finances
- that, taking an overall view, an active contribution is made to implementing measures that promote a focus on health.

Integrated occupational health care means an expert function within the areas of working environment and work rehabilitation that is organised within the company. An agreement with an occupational health care provider can form a supplement to partially integrated occupational health care.

Medical and working environment examinations include, for example, the establishment of a health profile, including a fitness test. A medical examination in the above provisions shall also mean such medical examination as is carried out prior to employment before the contract of employment has been entered into.

Such research, surveys, etc., as decided on by the central parties shall require the central Working Environment Council to be able to see the results of medical examinations, etc.

The term employee shall also include permanent employees with seasonal work and seasonal employees with preferential rights.

Training

§ 5 Basic training

Basic training is intended for employees in supervisory positions, safety representatives and members of safety committees. All such employees are entitled to undergo such basic training.

The training is designed to give participants the skills to initiate and implement improvements in the working environment.

The content and scope of the training shall be determined by the central Working Environment Council.

§ 6 Training plan

Basic training shall be carried out according to a four-year training plan.

On completion of basic training, safety representatives shall be entitled to participate in the annual safety representative day. During the safety representative day, two hours shall be allocated for internal trade union working environment work.

§ 7 Advanced training

Advanced training is intended primarily for the above employees and provides particular expertise in the working environment field. Training shall be means-tested and aim to create the conditions for the individual employee to meet the working environment requirements that apply for the position.

Advanced training also includes specific training on rehabilitation issues which is intended for employees who deal with rehabilitation cases.

§ 8 Planning and implementation

Training can be provided at the company or by special course providers, such as an educational association, occupational health care provider, or through local/regional party collaboration.

Safety representative training shall be provided following consultation pursuant to Section 3 or with the local trade union.

Training materials produced centrally by the parties and approved training plans shall be used.

The company shall bear the costs of the training.

Basic training should be provided as soon as possible after the employee concerned takes up their position. The aim should be to implement training so as to enable experiences to be exchanged between the aforementioned target groups.

The association parties agree that this agreement does not restrict the rights of trade unions under the Trade Union Representatives (Status at the Workplace) Act.

§ 9 Supervisor

Supervisors should have broad expertise in the working environment field and be able to lead the training in the manner specified in the training plan.

§ 10 Measures required for employees exposed to asbestos

The parties note that SAF, LO and PTK entered into an agreement on 22 October 1987 regarding certain specific measures for employees exposed to asbestos.

In connection with this agreement, the parties have agreed that employees undergoing examination under points (2)-(4) of the agreement shall receive full salary according to the rules applicable to them, as well as the reimbursement of examination costs and travel expenses associated with examinations that are not reimbursed by general social insurance.

The employee shall demonstrate entitlement to compensation as above in the form of a certificate, etc.

Travel expenses shall be reimbursed for the cheapest method of public transport or, by agreement, at the mileage rate in accordance with Chapter 4.

CH. 23 RULES OF APPLICATION SECTIONS 38–40 MBL

§ 1 Rules of application

Rules of application with regard to Sections 38–40 MBL for work within the scope of this agreement to apply to the member companies of the Swedish Construction Federation.

§ 2 Shared values

The parties agree that it is important

- in various ways to promote good business practice,
- that fair and healthy competition between companies in the industry is a prerequisite for achieving good business practice, and
- that all parties within the construction industry actively work to ensure that companies within the scope of this agreement conduct their operations such that there is no breach of law or collective agreement or accepted industry practices.

Primary negotiation through monitoring and list

The obligation for primary negotiation pursuant to Section 38 MBL on providing work within the scope of this agreement shall be fulfilled when the conditions described in Sections 3–5 below are met.

§ 3 Monitoring and list

a) Monitoring of subcontractors and staffing companies

Employers shall check that subcontractors and staffing companies engaged satisfy the following conditions:

1. Swedish F-tax certificate.
2. VAT registration certificate.
3. Certificate of registration.
4. Collective agreement for the work in question. These conditions shall not apply, however, to “sole traders”.

Additional terms that apply when engaging contract machinery companies or when such companies are supplied through machinery/truck centres or so-called agency firms.

5. Machinery and equipment shall comply with relevant laws and regulations.
6. Company insurance, including liability insurance.
7. The operator of the machinery has a professional certificate/training log for the machine in question.

b) List

The employer shall submit information to the appropriate local trade union when the subcontractor or staffing company is first engaged. Such information shall include the following details:

1. Corporate registration number.
2. Full name and address.
3. Telephone number, e-mail address where available.
4. Applicable collective agreement (area of operation).

On the next occasion the subcontractor in question is engaged by the employers, there is no obligation to provide information.

On the next occasion the relevant staffing company is engaged, the employer is obliged to inform the relevant MB group. This information obligation shall not apply to the hiring of labour for no more than five working days.

Note

Seko shall inform the employer of the local trade union that will handle the application of this agreement.

c) 5. Revision of list

The list shall be revised once a year in a manner agreed between the employer and the relevant local trade union. Where the local trade union considers that there may be a veto situation with regard to any of the subcontractors or staffing companies included on the list, the local trade union shall be entitled to receive a copy of the documents pursuant to Section 3 (a) above.

Note

A subcontractor or staffing company that is not a member of the Swedish Construction Federation need not be included on the list. The monitoring of member companies shall be on the same terms as indicated above.

§ 4 Removal from the list of companies

Where there is reason to exercise the right of veto pursuant to Section 39 MBL with regard to any of the subcontractors or staffing companies on the list, the local trade union shall be entitled to require the employer to remove the subcontractor or staffing company from the list. The local trade union shall inform the employer of this in writing, specifying the reasons for this action. A copy of this letter shall also be sent to the local branch of the Swedish Construction Federation on site and to the subcontractor or staffing company in question.

Where a contractor agreement or hiring contract has already been entered into when the local trade union requires the subcontractor or staffing company to be removed, the employer or local branch shall request negotiations with the relevant local trade union as soon as possible. In such cases, the local trade union shall be entitled to impose conditions on the approval of the subcontractor or staffing company in question.

Note

The basis of the assessment of whether or not a subcontractor or staffing company is appropriate shall be the provisions of Section 39 MBL together with its preliminary works and case law.

The procedure for exercising the right of veto under Section 39 MBL with regard to an employer who is a member of the Swedish Construction Federation shall be governed by a separate agreement.

§ 5 Contractor chains

The employer undertakes to compel the subcontractor or staffing company to comply with the requirements under Section 3 above, where the subcontractor or staffing company in turn hires a sub-

contractor or staffing company.

§ 6 Primary negotiation in other cases

Where the employer intends to engage a subcontractor or staffing-company without fulfilling the conditions of Sections 3-5 above, the employer or part thereof, shall, in each individual case, hold primary negotiations with the relevant local trade union under Section 38 (1) MBL, except in those cases referred to in Section 38 (2) MBL.

§ 7 Rules of application for agency centres

The application of the agreement to the agency supply of machinery companies through machinery/truck centres or so-called agency firms (MC)

An MC wishing to apply the industry agreement on subcontractors to the agency supply of machinery contractors and which has concluded a separate agreement with the relevant local trade union. An MC which has signed such an agreement shall be treated as a subcontractor under the industry agreement.

The MC shall provide the local trade union with a list of affiliated members and other machinery contractors that it intends to supply on an agency basis. It is the responsibility of the MC to ensure that the provisions of Section 3 of the industry agreement on subcontractors, Sections 38-40 MBL are fulfilled.

The MC shall submit a list every quarter to the relevant local trade union of the companies supplied in the previous quarter and their hours.

§ 8 Rules of application for monitoring and list

a) Seko shall specify which local trade union is to manage the agreement at companies with national or regional operations.

The employer's obligations under agreements shall be fulfilled only to the local trade union organisation that has been assigned this responsibility by Seko.

Local companies, which in some cases operate outside their current area of operation, shall fulfil their obligations under the agreement to the local trade union where the company has

its registered office. Notwithstanding the above, another local trade union shall be entitled to invoke grounds for power of veto pursuant to Section 39 MBL.

b) The purpose of the review shall be to remove from the list those subcontractors which it is no longer appropriate to engage and consequently reduce unnecessary processing and administration.

In addition, there shall be an ongoing dialogue with regard to companies which cease trading, are declared bankrupt, etc., so that these are removed from the list as soon as possible.

c) 3. The local branch of the Swedish Construction Federation shall, in a manner determined together with the relevant local trade union, provide notification of new member companies and member companies that have left the organisation.

§ 9 Rules of application for removal of a subcontractor from the list

a) Where there is reason to exercise the right of veto pursuant to Section 39 MBL, the local trade union shall be entitled, where necessary in each individual case, to lay down one or more of the following conditions:

- that information is available about the company management, etc.,
- that the local trade union is given full insight into the operations of the subcontractor,
- that the subcontractor provides the necessary information regarding its employees,
- that collectively agreed terms of employment are applied to the subcontractor's employees,
- that the subcontractor, in turn, may not engage a subcontractor without the approval of the local trade union

- that the employer, in its agreement with the subcontractor, shall reserve the right to cancel the agreement if the subcontractor is in breach of the conditions of engagement laid down by the local trade union,
 - that, depending on the circumstances of the specific case, conditions other than those stated above may also be laid down.
- b) If a contractor agreement is entered into where the local trade union has informed the employer of the veto situation and Seko at central negotiations declares that they would have exercised their right of veto if the contractor agreement had not already been entered into, the employer shall be obliged, at Seko's request, to terminate the contractor agreement immediately.
- c) 10. Where there is reason to exercise the right of veto pursuant to Section 39 MBL with regard to an employer that is a member of the Swedish Construction Federation, the local trade union shall notify the local branch of the Swedish Construction Federation of this, stating the reasons. The local branch of the Swedish Construction Federation shall immediately request negotiations with the local trade union. If agreement cannot be reached through these negotiations, the local branch of the Swedish Construction Federation shall be obliged to notify the other member companies that the member concerned is no longer covered by the note to Section 3 above. The above shall apply where Seko has declared centrally in writing to the local branch of the Swedish Construction Federation that it would exercise its right of veto pursuant to Section 39 MBL.
- d) 11. Where the employer still intends to engage such member, the employer shall be required to enter into negotiations pursuant to Section 6.

§ 10 Penalties

The basic premise is that general damages shall not normally be payable where a breach of contract appears to be excusable or relates solely to formalities.

CH. 24 PERMANENT EMPLOYMENT FOR SEASONAL WORK

§ 1 Common objectives

The aim is, based on an overall view of relations between the employer and its employees, to establish a more secure and more permanent form of employment for employees with seasonal work, and to create the conditions for the recruitment of young people, for instance, by increasing the attractiveness of the sector.

The parties agree to actively work to minimise the additional costs that may arise as a result of the employer not being able to provide employees with any work during the “off season”.

§ 2 Agreement on permanent employment for seasonal work

agreement on permanent employment for seasonal work is concluded between the employer and the local trade union as below.

§ 3 Duty to perform work

In connection with the agreement on employment, the scope of the duty to perform work shall be specified in writing by defining the geographical area in which work is to be carried out.

- a) The employee shall be required to perform all duties that have a natural connection with the company's activities and which fall within the scope of the employee's general professional skills and geographical working area.
- b) Where the company offers employees temporary work at another company/industry by lending/hiring them out, the employee shall be obliged to accept this offer, provided that the employee has the general qualifications for the work and the workplace is situated within the employee's geographical working area; work outside the working area shall take place only with the consent of the employee.

In the case of lending/hiring out as above, the following shall apply:

- 3. employer's responsibility shall remain with the company at which the employee is employed and responsibility for the working environment shall rest with the company that has borrowed/hired the employee.

- an employee who is loaned/hired out shall remain in the employ of the lending company and shall retain their position in the order of priority at the company.
- the relevant provisions of Chapter 10 shall apply to the lending/hiring out of employees.
- c) Once an employee has completed their annual working hours, the employee shall not have a duty to perform work for the remainder of the working year unless otherwise agreed.

§ 4 Working hours

- a) Annual working hours shall apply for the period from 1 April until 31 March inclusive of the following year (working years), unless otherwise agreed.
- b) The average weekly working hours, including overtime, shall amount to no more than 48 hours over 12 months.

§ 5 Scheduling of working hours

The agreement requires overtime and unsocial hours to be compensated for with time off in lieu during the subsequent “off season”.

Time off in lieu is	for overtime	for unsocial hours
on weekdays	1,9 x no of hours	0,4 x no off hours
on weekdays after 22.00		0,9 x no off hours
on Sundays and public holidays and on the off	2,2 x no off hours	1,1 x no off hours

§ 6 Annual leave

- a) Employees shall be entitled to three weeks’ consecutive annual leave during June–August, unless otherwise agreed between the company and the employees.
- b) The remaining accrued annual leave shall be scheduled during the subsequent “off season”.

- c) Where all or part of the statutory main holiday (four weeks) is scheduled during the off season, this shall be compensated by a factor of 1.4, this provision replacing Chapter 11, Section 5.

Note

- a) The “main holiday” shall be scheduled in accordance with the provisions of Chapter 11.
- b) The scheduling of leave other than the “main holiday” during the “off season” shall be preceded by consultation with the employee.

§ 7 Salary provisions

- a) Salaries shall be paid in accordance with the local agreement.
- b) “Extras” shall be scheduled and incorporated in the annual working hours or added in the fixed monthly salary.
- c) Employees are guaranteed a minimum salary in accordance with Chapter 3.

§ 8 Training during the “off season”

- a) The company shall be entitled to provide training and organise information meetings, etc. during the “off season”. Such time shall be included when determining the annual working hours for the employee.
- b) Once a year, the company, in consultation with the employee, shall clarify both the need for continuing and further training to enhance skills during the “off season” and also the conditions for the provision of such training.

Content	Agreement no.	Printed separately
Contractor consortia recommendation regarding the handling of employment relationships, etc. for work in contractor consortia		X
Main agreement SAF-LO		X
Development agreement in the construction industry <ul style="list-style-type: none"> • Development agreement • Development groups (QC) • Equality • Proposal work 		
Acceptance of pension agreement	SAF-LO (Ö17/2007)	
Employer's Certificate – liability for damages	VBA 2012-021-02	
Rounding rules for remote working allowance	Ö29/2007	
Agreement on adaptation activities within the construction sector	Ö1/2008	X
Established average rates	Ö13/2012	
Parental insurance. Acceptance of agreement between the Confederation of Swedish Enterprise, the Swedish Trade Union Confederation and the Swedish Federation of Salaried Employees in Industry and Services	Ö18/2013	
Plan for the skills development of safety representatives	Ö7/2007	X
Illness, etc. during the off season for annual working hours employees	Ö11/2009	X
Special rules for Galaxen employees	Ö2/2014	X
Special Supplement	Ö20/2011	X
Application	Ö14/2007 (Seko 2010-002-19)	
Application agreement Construction association	SKAF (Ö 21/94)	
Extended mandate for MB members and their training	Ö1/2009	X
Professional certificate for machine operators for Railway work	VBA 2012-029-01	
Occupational Training Agreement/interpretation	Ö1/2010	
Occupational Training Agreement/interpretation	Ö27/2007	
Occupational Training Agreement/interpretation	Ö29/2010	
Agreement on new standard for staff areas (Interpretation)	Ö5/2010	
Revision of the Road and Rail Agreement 2007, final report from the working group	Ö6/2014	
Central steering group adaptation group	Ö3/2013	X
Established average rates	Ö5/2014	

SEKO'S DEFINITIONS LOCAL PARTY**Local parties in legal disputes (Chapter 17, Sections 5-7)**

A legal dispute may involve the employer or the employee feeling that someone is in breach of existing labour legislation or collective agreements.

The local parties in a legal dispute are the company on one side and the representative at Seko's local branch or specially appointed trade union representative about whom Seko has notified the company in accordance with the Trade Union Representatives (Status at the Workplace) Act on the other side.

Local parties in co-determination (Chapter 17, Section 17)

Before the employer makes decisions on major changes to its operations, it shall negotiate with the local trade union party. Furthermore, the employer shall keep the local union trade party regularly informed.

In co-determination (negotiation and provision of information in accordance with Sections 11, 12, 19 and 21 MBL) the local parties are the company on one side and the Co-Determination Group (MB group), contact representative, or in the absence of such the representative at Seko's local branch on the other side.

Local parties in the collective agreement

In the collective agreement, local parties may agree derogation, for example, under Chapters 2 to 5. The party of the local trade union is the representatives at Seko's local branch. At some companies, a trade union representative is appointed with a so-called extended mandate. This means that the trade union representative represents the party of the local trade union on such issues as notified to the employer.

MB group = Co-Determination Group

MB group is defined in Chapter 20. The MB group is the group of people appointed (FML Section 1 (3)) by the trade union to represent the employees at a particular workplace on matters relating to the relationship with the employer, or which are otherwise connected with trade union activities.

Contact representative

Contact representative is defined in Chapter 20. The contact representative is the person appointed (FML Section 1 (3)) by the trade union to represent the employees at a particular workplace on matters relating to the relationship with the employer, or which are otherwise connected with trade union activities.

Trade union representative (FFM)

The trade union representative is the person appointed (FML Section 1 (3)) by the trade union to represent the employees at a particular workplace on matters relating to the relationship with the employer, or which are otherwise connected with trade union activities. Safety representatives, MB members and contact representatives are trade union representatives on those matters allocated to them.

Affected employee – employee concerned

The agreement provides for the company to enter into an agreement with the affected employees and the employees concerned in some cases. Affected employee – employee concerned means the specific people affected by a decision.

INDEX

absence.... 33, 34, 35, 37, 38, 53, 63, 99, 114, 131, 132, 135, 140, 158
 accident..... 20-22, 37, 38, 52, 114
 adult training.....24, 25-27
 AFA insurance92
 agreed priority areas86-88
 air conditioning58
 annual leave37, 38, 73, 97-100, 154
 annulment of a termination of employment or a dismissal..... 117
 apprentice 25-27, 32, 45
 arbitration board:90, 91, 115, 139
 area of competence 127, 128, 134
 basic salary 23, 24, 34-36, 39, 45, 51, 85, 137-138
 board and lodging..... 47, 50
 board representative..... 128
 boot and shoe cleaner 102
 borrowing of labour.....93
 break12-15, 18, 19, 56
 breaks..... 19
 breaks in work 122
 burglary (loss of clothes and tools)58
 carpooling46
 central negotiations 90, 115, 117, 118, 119, 139, 152
 central parties.....75, 90, 94, 104, 105, 137, 138, 144
 central site.....53

cessation of employment:
 – employee..... 124
 change of address53
 change of permanent residence.....53
 changing room.....101
 cleaning staff 13
 close relative 21
 clothing58
 clothing58
 co-determination.....11, 79, 80, 83, 84, 89, 113, 114, 119,
 126, 127, 131, 133, 158, 159
 collective agreement pension 81, 92
 collectively agreed group sickness insurance (AGS)..... 92
 company level 126, 128-132, 134-136, 142
 company-specific co-determination organisation..... 126
 compensation for travel expenses 46, 52, 54, 55, 69, 93
 congestion charge 55
 consortia 156
 Construction Industry’s Central Working Environment Council (BCA)140
 Construction Industry’s Professional Council (BYN) See separate print
 consultation 14, 19, 28, 49, 62, 66, 67, 80, 81, 97, 98, 100, 140, 145, 155
 contact representative (MBÖ) 126-128, 130-132
 continuous three-shift operation 14
 contract of employment.....61, 64, 66, 73, 83, 144
 contractor consortia 156

conversion to hourly rate 23

correction..... 56

daily travel 46, 55, 68

damages:

- employment protection 60, 84
- legal dispute..... 91, 116, 117, 127, 156

days off..... 12, 16, 28, 29, 30, 31, 35, 51

deduction from monthly salary 33

deputising 62

deputy (MBÖ) 131, 132, 135

derogation from the order of priority..... 81

dining room 101

discontinuous three-shift operation 13-16

discussion:

- hiring of labour in the event of preferential rights to re employment. 89, 91
- scheduling of working hours 149

dismissal 61, 72, 73, 79, 82, 83, 85, 116, 117

dismissal 61, 72, 73, 79, 82, 83, 85, 116, 117

dispute:

- hiring of labour in the event of preferential rights to re-employment 87
- holiday compensation 118
- legal dispute..... 91, 114, 116, 117, 127, 158
- termination of employment 81-83, 85, 116-118

doctor’s visit 21, 38, 100

documentation:

- review 45
- travel expenses 124, 135

drivers 24, 95, 11

duty to perform work..... 116, 153, 154

emergency overtime 20

employer’s certificate 70, 148

employer’s family 60

employment protection 84

exposure to asbestos..... 145

final departure from the remote place of work..... 50, 51, 55

fixed-term employment..... 61-66, 117

time off:

- trade union representative ... 122-124, 126, 128, 134, 150-151, 154

For assignments

- MB member 21
- seeking employment..... 67, 72
- training 127, 141, 144

form of salary..... 23, 139

forms of accomodation 48-49

free board and lodging 47, 50

full sickness benefit 82

general fixed-fixed term employment..... 61, 62, 63, 65, 66, 117

grounds for dismissal 73

group60-62, 137

group life assurance..... 92

health insurance 92

hiring of labour89, 94, 148

hiring of labour 94

holiday closure 70, 73, 74

holiday compensation..... 98-100, 118

holiday pay 28, 36-39, 41, 74, 98-100

holiday period 74

holiday work.....See separate print

hourly rate..... 23, 33, 45, 94, 137

hourly rate..... 23, 33, 45, 94, 95, 137

illnes..... 19, 21, 33, 36-38, 41, 42, 52, 100, 114, 156

incapacity for work 52

increase in the workforce 80, 89, 91

information (MBÖ).....128, 132-134

information about the workplace 56

information obligation..... 148

inspection and correction..... 56

insurance 63, 92

lay-off..... 34-41, 73, 79, 99

lay-off salary 39-41, 73

leave 17, 18, 21, 22, 34-39, 42, 43, 51, 63,
65, 71, 73, 74, 81, 97-100, 118, 154, 155

leave scheduling..... 97

leave year 98, 99, 118

legal dispute 91, 114, 116, 117, 127, 158

lending of labour 93, 94

length of working hours..... 12

limitation period.....83, 118

local agreements 11

local negotiations..... 89, 90, 115, 116

lockabel space 121

lokal company 126, 130, 131, 142

machine operators 23, 36, 95, 96, 111, 156

main form of salary 23

main holiday 40, 73, 74, 97, 98, 155

management 19, 44

maternity pay..... 43

MB group 126-136

MB member 129, 131, 142, 156, 159

meal breaks..... 19

medical certificate 38, 42, 52

medical examination 14, 22, 141, 143, 144

member (MBÖ)..... 90, 91, 114, 124, 134, 135, 139, 152, 159

minutes 115, 116, 118

monitoring and measurement..... 44

monthly salary 28-36, 45, 51, 73, 98, 100, 130, 155

national company 132, 135, 142

negotiation assistance 128

negotiation procedure:

- legal dispute..... 91, 115-117, 127, 158
- salary dispute 116, 117
- termination of employment or dismissal..... 78, 117

night work 12, 14, 18

normal working hours 12-16, 18-20, 30-32, 36, 37, 39, 51, 73

notes on overtime 20

notice (termination of employment, dismissal) 69, 78, 84

notice:

- annual leave..... 73, 97, 98-100, 154
- conclusion of negotiations..... 116
- continued employment..... 65, 74, 76, 81
- preferential right to re-employment 66, 69, 76-79, 81, 89-91, 100, 144

notification of employee 67, 72

notification of illness..... 42

notification:

- apprentice 32
- leave scheduling 98
- termination, dismissal 83

on leave 42

on-call 17, 18, 31, 32

on-call duty..... 17, 31

order of priority 40, 74-76, 78, 80-82, 83, 124, 154

other employees 24, 32, 74, 94

overalls..... 56-58

overtime..... 12, 16, 17, 19, 20, 28, 31, 32, 41, 98, 99, 123, 129, 154

overtime (notes on overtime) 20

overtime pay 28, 123

overtime period 19, 20

overtime work..... 19, 20, 28

own car on business 55

parental insurance..... 92, 156

parental pay 43

pay day 45

pay slip 45

payable salary 23, 25-28, 31, 35, 40-43, 45, 51, 72, 121, 137

payment of salary 45

period of employment..... 57, 60, 63-65, 70, 71, 75, 76, 78, 85

permanent employment for seasonal work..... 77, 80, 153

permanent residence 54, 68, 69

personal protective equipment..... 56, 57

piece work 43, 44, 45, 71, 94, 99, 123, 124, 137, 139

piece work pay 43

precedence (FML)..... 125

preferential right..... 60, 66, 69, 76-79, 81, 89-91, 100, 144

preparatory and finishing work 19, 36

primary negotiation (engaging of subcontractor) 147, 150

print safety shoes..... 57

priority area..... 52, 59, 68, 74-78, 86, -89, 121, 133, 142

priority unit75- 76- 77, 89

probationary employment62, 63, 65, 80

professional categories45

professional certificate148, 156

professional skilled workers23, 24, 32

professional training 23, 24, 60, 106, 156

profit-related pay 43, 94, 137

public holiday pay 36-39

re-admission (lay-off) 79

readjustment insurance (readjustment support and AGB).....92

reasonable grounds 67

reduced capacity for work..... 76

reduction in the workforce66, 80

reduction in working hours (see also special reduction in working hours) 16

regional company 135, 136, 142

regional level (MBÖ)..... 126, 129, 132-134

rehabilitation 141,143, 145

relocation53

remote working..... 49-51, 156

remote working allowance..... 49, 156

repair work.....127

residence 46-48, 50, 52-55, 61, 68, 69

retirement61, 81, 114

retirement61, 81 ,114

return home52, 54, 68, 69

road tolls 55

rock chamber supplement 108-110

rules 63, 74

safety representative.....114, 144, 145, 159

safety representative trainingSee separate print

salary deduction 31

salary determination23

salary period 54, 122

salary:

- lay-off.....34-41, 73, 99
- notice of termination.....70, 71
- payment45, 71, 100
- professional training24

scheduling of leave.....97, 155

scheduling of working hours 154

scope of the agreement 111

seasonal employment 62, 66, 77, 79, 80, 100

seasonal work40, 54, 62, 66, 77, 79, 80, 144, 153

senior management position60

sheds101-104

shift work 13-16, 28, 29, 33

shoe cleaner 102

shortage of work 17, 76, 93

shower46, 47, 100, 102

sick benefit	81, 82, 140
sick pay.....	33, 35, 37, 38, 42
sole trader	147
special leave	21, 22
special reduction in working hours.....	32
special salary supplement	28
specific time, specific season, specific work	66, 75
staff areas	101, 102
staggered working hours	30
standard time (FMÖ).....	122, 123
subcontract (machinery and truck centre).....	147
subcontractor.....	56, 66, 121, 122, 147-152
subsidiary	129
subsistence allowance.....	47, 49-56, 69, 93
supervisor	145
suspended from work	82
Sweden´s National Day	36
Swedish Annual Leave Act	97
Swedish Labour Court.....	115, 117, 118
tachographs	57
temporary residence	50, 52, 54, 61, 68, 69
term of office.....	128
termination of employment:	
– employee.....	65, 67-69, 72, 74, 76, 78-80, 82-84
notice of termination	70

payment of salary	45
terms of employment.....	11, 12, 60, 61
three shifts.....	13, 15, 16
time of lieu	18, 20, 28, 31, 154
toilet	47, 48, 49, 101, 102
tools.....	58
total working hours	12
trade union contact work.....	134
trade union representative	121-124, 127, 128, 131, 145, 158, 159
trade union training	127
trailers.....	101, 102, 104
training:	
– MB member	156
– professional training (upper secondary student, youth and adult apprentices).....	24, 60, 106
– trade union representative	127
– working environment (safety representative)	137, 138
travel time allowance.....	51
two shifts	16
unlawful absence	53
unlawful industrial action.....	115
unpaid leave	34-35, 74, 98
unsocial hours	28, 30, 99
upper secondary education	25-27
validity of the agreement.....	112

veto.....	148-152
warehouse (see central site).....	53
washroom	102
weekly rest	12, 14, 17, 18, 31
work accumulation	80
work clothing	56, 58
work in rock chambers	33, 107, 110
working hours:	
– in rock chambers	15, 107, 109, 110
– normal	12-16, 18-20
workplace notification	120
workplace visits	56

Bergarbete	Rock work
Bergrum	Rock chambers
Belägningsarbetare	Surfacing workers
Anlägningsarbetare	Construction workers
Bergarbetare under jord	Underground rock workers
Drift & underhållsarbetare	Operation and maintenance workers
Maskinförare	Machine operators
Bilförare	Drivers
Banarbetare	Track layers
Spårsvetsare	Track welders
Elarbetare	Electricians
Signalarbetare	Signal workers
Telearbetare	Cabling workers
KTL-montör	Overhead line fitters (kontaktledningsmontör)
Förare av spårbunden maskin	Operators of track-based machinery
Trafikvakter	Traffic safety workers
Bodar	Sheds
Vagnar	Trailers
Kontrollskrotning	Maintenance scaling
Salvskrotning	Salvo scaling
Skyddsskrotning	protective scaling
Svallgallerier	swell galleries
Gaddar	Stings
Salvorna	Salvos
Förbundskontoret	Association office

Swedish Construction Federation (BI) branches

BI SOUTH

BI Halmstad
Box 76,
Ljungbergsgatan 28
301 03 Halmstad
Tel. 035-19 24 90
Fax 035-21 45 45
bi.halmstad@bygg.org

BI Helsingborg
Järnvägsgatan 41
252 25 Helsingborg
Tel. 042-24 83 30
Fax 042-24 63 20
bi.helsingborg@bygg.org

BI Jönköping
Barnarpsgatan 35
553 16 Jönköping
Tel. 036-34 62 60
Fax 036-71 86 01
bi.jonkoping@bygg.org

BI Kalmar
Södra Långgatan 56
392 31 Kalmar
Tel. 0480-42 91 50
Fax 0480-888 13
bi.kalmar@bygg.org

BI Karlshamn
Drottninggatan 83
374 38 Karlshamn
Tel. 0454-347 40
Fax 0454-145 32
bi.karlshamn@bygg.org

BI Kristianstad
Björkhemsvägen 15 C
291 54 Kristianstad
Tel. 044-18 32 50
Fax 044-12 23 30
bi.kristianstad@bygg.org

BI Malmö
Box 186
Jörgen Kocksg. 1 B
201 21 Malmö
Tel. 040-35 25 00
Fax 040-30 27 89
bi.malmo@bygg.org

BI Växjö
Kungsgatan 1 B
352 30 Växjö
Tel. 0470-74 84 18
Fax 0470-74 84 99
bi.vaxjo@bygg.org

BI WEST

BI Göteborg
Ekmansgatan 1
411 32 Göteborg
Tel. 031-708 41 00
Fax 031-708 41 99
bi.goteborg@bygg.org

BI Karlstad
Drottninggatan 21
652 25 Karlstad
Tel. 054-12 07 60
Fax 054-15 71 38
bi.karlstad@bygg.org

BI Skövde
Högskolevägen 6B
541 45 Skövde
Tel. 0500-46 43 30
Fax 0500-41 87 35
bi.skovde@bygg.org

BI Uddevalla
Trädgårdsgatan 6
451 31 Uddevalla
Tel. 0522-65 29 30
Fax 0522-397 69
bi.uddevalla@bygg.org

BI EAST

BI Öst
Box 340 27
100 26 Stockholm
Tel. 08-587 147 00
Fax 08-587 147 99
Besöksadress:
Wennerbergsgatan 10
info@bygg.org

Swedish Construction Federation (BI) branches

BI CENTRAL

BI Eskilstuna
Munktellstorget 2
633 43 Eskilstuna
Tel. 016-15 54 80
Fax 016-51 56 51
bi.eskilstuna@bygg.org

BI Falun
Box 1958
791 19 Falun
Besöksadress:
Ölandsgatan 6
791 60 Falun
Tel. 023-581 60
Fax 023-581 59
bi.falun@bygg.org

BI Linköping
Box 388, Ågatan 9
581 04 Linköping
Tel. 013-25 30 55
Fax 013-25 30 10
bi.linkoping@bygg.org

BI Norrköping
Laxholmstorget 3
602 21 Norrköping
Tel. 011-19 49 70
Fax 011-10 07 73
bi.norrkoping@bygg.org

BI Uppsala
Bangårdsgatan 13 2 tr
753 20 Uppsala
Tel. 018-56 61 20
Fax 018-69 44 20
bi.upsala@bygg.org

BI Västerås
Kristinagatan 14
724 61 Västerås
Tel. 021-34 93 50
Fax 021-13 16 05
bi.vasteras@bygg.org

BI Örebro
Köpmangatan 23-25
702 23 Örebro
Tel. 019-19 57 85
Fax 019-17 91 93
bi.orebro@bygg.org

BI SOUTHERN NORRLAND

BI Gävle
Drottninggatan 27, 1 tr
803 11 Gävle
Tel. 026-54 60 00
Fax 026-18 34 95
bi.gavle@bygg.org

BI Sundsvall
Torggatan 4, Box 210
852 32 Sundsvall
Tel. 060-16 09 60
Fax 060-17 02 76
bi.sundsvall@bygg.org

BI Östersund
Pedagogens väg 2
831 40 Östersund
Tel. 063-14 10 90
Fax 063-13 77 57
bi.ostersund@bygg.org

BI NORTHERN NORRLAND

BI Luleå
Storgatan 9
972 38 Luleå
Tel. 0920-26 09 20
Fax 0920-22 48 01
bi.lulea@bygg.org

BI Umeå
Brogatan 4
903 25 Umeå
Tel. 090-71 82 70
Fax 090-77 43 50
bi.umea@bygg.org

Secretariat

Sveriges Byggindustrier
Box 5054
Storgatan 19
(Näringslivets Hus)
102 42 Stockholm
Tel. 08-698 58 00
Fax 08-698 59 00
info@bygg.org
www.bygg.org

Contact SEKO

Submit questions by e-mail to sekodirekt@seko.se

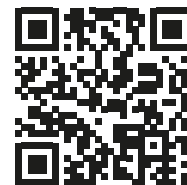
Region

	Telephone
Norrbottnens county	0770-45 79 00
Västerbottnens county	0770-45 79 00
Jämtlands county	0770-45 79 00
Västernorrlands county	0770-45 79 00
Gävleborgs och Dalarnas county	0278-241 20
Stockholm- Uppsala- Gotland county	08-35 06 30
Örebro och Värmlands county	054-14 45 96
Östergötland, Södermanland och Västmanlands county	0770-45 79 00
Jönköping- Kronoberg- Kalmar och Blekinge county	0770-45 79 00
Hallands och Västra Götalands county	031-42 94 30
Skåne county	040-660 33 50 040-660 33 54

Association office

Stockholm 08-791 41 00

Information is also available at www.seko.se
www.seko.se/Branscher/Vag-och-ban



You hold in your hands a revised ROAD AND RAIL AGREEMENT –
formerly AGREEMENT FOR ROAD & RAIL –
formerly ROAD AGREEMENT.

In this agreement, the parties have consolidated previous agreements,
other agreements and notes into a single integrated work with a modern
language and a more accessible structure and format. The complete
Road and Rail Agreement consists of:

- This document
- Separate print 2014-2016 for Road and Rail Agreement
- Development agreement in the construction industry
- Any supplements
- Any further additional agreements

To order the agreement, please visit the websites of Seko
or the Swedish Construction Federation as given below.



www.seko.se



www.bygg.org